1. January 7, 2020 Agenda Material
   Documents:
   01072020 AGENDA MATERIAL.PDF

2. January 7, 2020 Meeting Agenda
   Documents:
   01072020 AGENDA.DOCX_.PDF

3. January 7, 2020 Final Agenda
   Documents:
   01072020 AGENDA_FINAL.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.

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

PLEASE TURN OFF YOUR CELL PHONE

<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>I. Call to Order</td>
<td>5:00 p.m.</td>
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<tr>
<td>II. Invocation</td>
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<td>III. Pledge to the American Flag</td>
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<tr>
<td>IV. Election of Vice Chairman</td>
<td>Board cast vote for election of Vice Chair for the 2020 year</td>
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<tr>
<td>V. Agenda Approval</td>
<td>Consideration of a Resolution to approve the agenda</td>
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<tr>
<td>VI. Minutes</td>
<td>Consideration to approve the December 3, 2019 Commission Meeting minutes</td>
<td></td>
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<tr>
<td>VII. Public Comments</td>
<td>Agenda Items ONLY</td>
<td></td>
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<tr>
<td>VIII. Correspondence</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
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<td>IX. New Business</td>
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<tr>
<td>01 Agreement</td>
<td>Consideration to approve to ratify the Lease Agreement with Ricoh USA, Inc. for copiers</td>
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<td>Fiona Charleton</td>
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<td>02 Agreement</td>
<td>Consideration to approve a temporary facility lease/rental Agreement with the City of Guyton for the use of a fire station</td>
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<td>Clint Hodges</td>
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<tr>
<td>03 Plat/Deed</td>
<td>Consideration to approve a Final Plat and Warranty Deed for Park West, Phase 4C-1 located off of Noel C. Conaway Road consisting of 15 lots Map# 419 Parcel# 2</td>
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<tr>
<td>Teresa Concannon</td>
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<tr>
<td>04 Letter</td>
<td>Consideration to approve to authorize the Chairman to sign a Landfill Letter for the Georgia-Pacific Warehouse site on Old Augusta Road South</td>
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<tr>
<td>Teresa Concannon</td>
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<tr>
<td>05 CIE</td>
<td>Consideration to approve a Resolution to adopt the Fiscal Year 2019 Capital Improvement</td>
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<td>Element (CIE) Annual Update</td>
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<td><strong>06 Grant</strong>&lt;br&gt;Christy Carpenter</td>
<td>Consideration to approve to an internship grant application to ACCG Civic ACCG Civic Affairs Foundation</td>
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<td><strong>07 Application</strong>&lt;br&gt;Christy Carpenter</td>
<td>Consideration to approve to submit a secure the vote (STV) grant Application to the Georgia Secretary of State</td>
<td></td>
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<tr>
<td><strong>08 Proposal/Contract</strong>&lt;br&gt;Tim Callanan</td>
<td>Consideration to approve to accept a Proposal and award a Contract to Hussey Gay Bell for professional services for the Hodgeville Lift Station #4 design project</td>
<td></td>
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<tr>
<td><strong>09 Agreement</strong>&lt;br&gt;Tim Callanan</td>
<td>Consideration to approve a revised Intergovernmental Agreement between the Effingham County Board of Commissioners and the City of Rincon for the Fort Howard Road Roundabout</td>
<td></td>
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</tr>
<tr>
<td><strong>10 Resol/Contract</strong>&lt;br&gt;Tim Callanan</td>
<td>Consideration to approve a Bond Resolution and an Intergovernmental Lease Contract by and between the Effingham County Industrial Development Authority and Effingham County related to revenue bonds for reimbursement and to finance the cost of construction for a new gym at the Morgan Complex</td>
<td></td>
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<tr>
<td><strong>11 Resolution</strong>&lt;br&gt;Tim Callanan</td>
<td>Consideration to approve a Resolution to authorize the County Attorney to enact legal action through condemnation</td>
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<tr>
<td><strong>X Reports from Administrative Staff &amp; Commissioners</strong></td>
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<tr>
<td><strong>XI Executive Session</strong></td>
<td>Discussion of Personnel, Property and Pending Litigation</td>
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<td><strong>XII Executive Session Minutes</strong></td>
<td>Consideration to approve the December 3, 2019 Commission meeting executive session minutes</td>
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<td><strong>XIII Adjournment</strong></td>
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</table>
STAFF REPORT

COMMISSIONER'S MEETING DATE: 01/07/2020
DATE: 12/17/2019
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: Fiona Charleton, Purchasing Agent & Chris Reed, I.T. Director
ISSUE: Consideration to ratify the lease agreement with Ricoh USA, Inc. for copiers.

BACKGROUND: At the 11-19-19 meeting, the Board approved a lease agreement with Ricoh USA for new copiers. After the approval of the lease agreement, staff met with Ricoh to determine the placement of the copiers. At that meeting it was determined that certain copiers might be overkill and others might not meet the needs of departments that are expanding, so certain changes were made to the lease which pertain only to the actual copiers and the fee, and not to any of the lease language.

FACTS AND FINDINGS:
1. The lease amount has increased slightly due to the changes that staff have requested, but the County will still be saving over $1,100 per month over the current lease.
2. As the ‘go live’ date for the new copiers is February 1, 2020 and the lead time for Ricoh to order the new machines is a few weeks, staff had the County Manager execute the revised lease documents and are bringing them to the Board for ratification.
3. Other than the aforementioned changes, the lease language remains the same.

ALTERNATIVES:
1. Ratify the revised lease documents with Ricoh USA, Inc. for copiers. The lease runs from February 1 2020 until January 31 2023.
2. Do not ratify the revised lease documents with Ricoh USA, Inc. for copiers.

FUNDING: Funding is approved in the current budget and has been requested in the FY21 budget.

RECOMMENDATION: Staff recommends alternative number 1.

DOCUMENTS ATTACHED:
1. Revised Lease Documents
This Product Schedule (this “Schedule”) is between Ricoh USA, Inc. (“we” or “us”) and Effingham County Board of Commissioners as customer or lessee (“Customer” or “you”). This Schedule constitutes a “Schedule,” “Product Schedule,” or “Order Agreement,” as applicable, under the (together with any amendments, attachments and addenda thereto, the “Lease Agreement”) identified above, between you and Effingham County Board of Commissioners. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Effingham County Board of Commissioners
Customer (Bill To)
601 N Laurel ST (and others)
Product Location Address
Springfield Effingham GA 31329
City County State Zip
Billing Contact Telephone Number 912-754-2143
Billing Contact Facsimile Number 912-754-6097
Billing Contact E-Mail Address mbarnes@effinghamcounty.org

PRODUCT/EQUIPMENT DESCRIPTION (“Product”)

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<thead>
<tr>
<th>Qty</th>
<th>Product Description: Make &amp; Model</th>
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<tr>
<td>4</td>
<td>IM350F</td>
</tr>
<tr>
<td>1</td>
<td>MP2555sp</td>
</tr>
<tr>
<td>11</td>
<td>MP3555sp</td>
</tr>
<tr>
<td>4</td>
<td>MP6055sp</td>
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<tr>
<td>5</td>
<td>IMC3500</td>
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<tr>
<td>2</td>
<td>IMC6000</td>
</tr>
<tr>
<td>1</td>
<td>MP6503</td>
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PAYMENT SCHEDULE

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<thead>
<tr>
<th>Minimum Term (months)</th>
<th>Minimum Payment (Without Tax)</th>
<th>Minimum Payment Billing Frequency</th>
<th>Advance Payment</th>
<th>Meter Reading/Billing Frequency</th>
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</thead>
<tbody>
<tr>
<td>36</td>
<td>$4,825.34</td>
<td>Monthly</td>
<td>1st Payment</td>
<td>Monthly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quarterly</td>
<td>1st &amp; Last Payment</td>
<td>Quarterly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other:</td>
<td>Other:</td>
<td>Other:</td>
</tr>
</tbody>
</table>

Guaranteed Minimum Images*°

<table>
<thead>
<tr>
<th>Black/White</th>
<th>Color</th>
<th>100,000</th>
<th>25,000</th>
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</table>

Cost of Additional Images*°

<table>
<thead>
<tr>
<th>Black/White</th>
<th>Color</th>
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<tbody>
<tr>
<td>0.004</td>
<td>0.035</td>
</tr>
</tbody>
</table>

* Based upon Minimum Payment Billing Frequency
° Based upon standard 8 1/2” x 11” paper size. Paper sizes greater than 8 1/2” x 11” may count as more than one image.

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: YES (check if yes and indicate total number of pages: )

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms “Lease Payment” and “Commencement Date” rather than “Payment” and “Effective Date,” then, for purposes of this Schedule, the term “Payment” shall have the same meaning as “Lease Payment,” and the term “Effective Date” shall have the same meaning as “Commencement Date.”
2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the “Image Management Plus Commitments” page attached to this Schedule (collectively, the “Commitments”) are separate and independent obligations of Ricoh USA, Inc. (“Ricoh”) governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.

3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images (“Additional Images”). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automatic meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are:

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THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>Accepted by: RICOH USA, INC.</th>
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</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Authorized Signer Signature</td>
<td>Authorized Signer Signature</td>
</tr>
<tr>
<td>Printed Name: TIMOTHY CALLANAN</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title: County Manager</td>
<td>Title:</td>
</tr>
<tr>
<td>Date: 2/12/19</td>
<td>Date:</td>
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Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.
The below service commitments (collectively, the “Service Commitments”) are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 300 Eagleview Blvd #200, Exton, PA 19341 (“Ricoh”). The words “you” and “your” refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh’s authorized representative, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment (“Product”) and the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh’s normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION
The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES
Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. “Normal Business Hours” are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer’s specifications. Ricoh reserves the right to assess reasonable charges for supply shipments, including overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer’s recommended specifications, you will pay reasonable charges for these excess supplies and/or Ricoh may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

RESPONSE TIME COMMITMENT
Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 30-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT
Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, “Operational” means substantial compliance with the manufacturer’s specifications and/or performance standards and excludes customer end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS
At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment (“Amendment”) to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 12 months. Adjustments to the Guaranteed Minimum Images commitment and the addition of product may result in a higher or lower minimum payment. Image increases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION
At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may request to upgrade the Product by adding, exchanging or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule up to an additional 12 months. The Image Management Plus Product Schedule and Amendment to the Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT
Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh’s election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh’s service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer’s exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and bring to Ricoh’s attention in writing within a reasonable time, but in no event more than 30 days after discovery of such Services performed. If you are dissatisfied with Ricoh’s performance, you must send a registered letter outlining your concerns to the address specified below in the “Quality Assurance” section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT
Your Ricoh sales professional will, upon your request, be pleased to review your product performance in a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 6 business hours of a call or e-mail to one of Ricoh’s account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE
Please send all correspondence relating to these Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arrowhead Road, Macon, GA 31210. Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoiced total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. To ensure the most timely response please call 1- 888-274-4586.

MISCELLANEOUS
These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer’s specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section headed "Performance Commitments." Any amendments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall Ricoh be liable to you for any damages resulting from or related to any failure of any software, including but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to any such information or data. Customer expressly warrants that the use of the Product is permitted by law and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Ricoh Certified Technician". If any software, systems support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Image Management Plus Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.
THIS ADDENDUM (this "Addendum"), dated as of the ______ day of ______, is to that certain Product Schedule no.______ (the "Agreement"), dated as of the ______ day of ______, between Ricoh USA, Inc. ("we" or "us") and Effingham County Board of Commissioners as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The Agreement shall be amended by adding the following new Section at the end thereof, consecutively numbered:

   "Total Payments
   
   January 1, 2020 through December 31, 2020 $ 53,078.74
   January 1, 2021 through December 31, 2021 $ 57,904.08
   January 1, 2022 through December 31, 2022 $ 57,904.08
   January 1, 2023 through December 31, 2023 $ 4,825.34
   January 1, 2024 through December 31, 2024 $ ________
   January 1, 2025 through December 31, 2025 $ ________"

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

[Signature] 12/17/19

[Print Authorized Signer Name] [Title]

Ricoh USA, Inc.

[Signature] [Date]

[Print Authorized Signer Name] [Title]
STAFF REPORT

COMMISSIONER’S MEETING DATE: 01/06/2020

DATE: 12/17/2019

TO: County Commissioners

THRU: Tim Callanan, County Manager

FROM: Clint Hodges, Fire Chief & EMA Director

ISSUE: Consideration to approve a temporary facility lease/rental agreement with the City of Guyton.

BACKGROUND: On Sept. 17th, 2019, Effingham County entered into an agreement with the City of Guyton for ECFR to provide fire protection within the incorporated limits off the City. This agreement will allow use of a portion of the former City fire station.

FACTS AND FINDINGS:

1. Effingham County is in the process of preparing to construct a fire station, to be owned and operated by ECFR, near the roundabout at Hwy 17/Hwy 119.
2. Until this station is constructed, the City of Guyton has agreed to allow ECFR to temporarily use a portion of the former City fire station until the County station is completed.
3. The $500 per month cost was determined based upon the average power consumption at the Springfield fire station.
4. Within this agreement, the City will provide utilities, to include electricity, within this agreement.

ALTERNATIVES:

1. To approve a temporary facility lease/rental agreement with the City of Guyton.
2. To deny a temporary facility lease/rental agreement with the City of Guyton.

FUNDING: $ 500 per month

RECOMMENDATION: Staff recommends alternative #1.

DOCUMENTS ATTACHED:

1. Facility Lease/Rental Agreement
City of Guyton, Georgia Fire Department
Rental/Lease Agreement

This Rental Agreement or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, City of Guyton, shall be referred to as "OWNER" and Tenant(s)/Lessee, Effingham County Board of Commissioners, shall be referred to as "OCCUPANT." As consideration for this agreement, OWNER agrees to rent/lease to OCCUPANT and OCCUPANT agrees to rent/lease from OWNER for use solely as a temporary fire station, the premises located at 505 Magnolia Street in the City of Guyton.

1. PREMISES: The specific areas on the premises that may be occupied by the OCCUPANT shall include one (1) Fire Department garage bay and the Fire Department office space to include the training and living quarters.

2. SEPERATION OF GARAGE BAYS: The OCCUPANT shall provide adequate separation between the garage bay that will be occupied and the remainder of the Fire Department garage. Such separation shall be sufficient to the OWNER as to prevent any unauthorized access.

1. TERMS: OCCUPANT agrees to pay in advance $500 per month on the 15th day of each month. This agreement shall commence on January, 15th, 2020 and continue until July 15th, 2020 as a leasehold. Thereafter it shall become a month-to-month tenancy.

2. PAYMENTS: Rent and/or other charges are to be paid at such place or method designated by the owner as follows PO Box 99, Guyton, Georgia, 31312. All payments are to be made by check or money order and cash shall be acceptable.

3. SECURITY DEPOSITS: The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to OCCUPANT within _____ days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to OCCUPANT within _____ days of vacating. If deposits do not cover such costs and damages, the OCCUPANT shall immediately pay said additional costs for damages to OWNER.

4. LATE CHARGE: A late fee of $50, shall be added and due for any payment of rent made after the 25th of the month.

5. UTILITIES: OWNER agrees to pay all utilities and/or services based upon occupancy of the premises.

6. OCCUPANTS: Only Effingham County Fire and Rescue is permitted to occupy the premises. Any party occupying the premises without the written consent of OWNER shall be considered a breach of this agreement.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that OCCUPANT'S use is seriously impaired, OWNER or OCCUPANT may terminate this Agreement immediately upon three day written notice to the other.

12. CONDITION OF PREMISES: OCCUPANT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. OCCUPANT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by OCCUPANT, his
guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **ALTERATIONS**: OCCUPANT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

14. **PROPERTY MAINTENANCE**: OCCUPANT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. OCCUPANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. OCCUPANT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. OCCUPANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

16. **CHANGE OF TERMS**: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to OCCUPANT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

17. **TERMINATION**: After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all OCCUPANT'S belongings, and keys and other property furnished for OCCUPANT'S use are returned to OWNER. Should the OCCUPANT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, OCCUPANT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

19. **INSURANCE**: OCCUPANT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. OCCUPANT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION**: OWNER may enter, inspect, and/or repair the premises at any time in case of emergency. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT**: OCCUPANT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY**: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or OCCUPANT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

23. **NO WAIVER**: OWNER'S acceptance of rent with knowledge of any default by OCCUPANT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.
24. **ATTORNEY FEES**: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

25. **JOINTLY AND SEVERALLY**: The undersigned OCCUPANTS are jointly and severally responsible and liable for all obligations under this agreement.

29. **NOTICES**: All notices to OCCUPANT shall be served at 601 N Laurel St, Springfield, GA 31329, and all notices to OWNER shall be served at PO Box 99, Guyton, Georgia, 31312.

30. **INVENTORY**: The premises contain the following items that the OCCUPANT may use.
   - Desk
   - Sofa
   - Training tables and chairs

32. **ENTIRE AGREEMENT**: This Agreement constitutes the entire Agreement between OWNER and OCCUPANT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

33. **RECEIPT OF AGREEMENT**: The undersigned OCCUPANTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

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

   If to OWNER:                           If to OCCUPANT:
   City Clerk                            County Clerk
   City of Guyton Effingham Count Board of Commissioners
   310 Central Blvd. 601 N Laurel St.
   Guyton, GA 31312 Springfield, GA 31329

IN WITNESS WHEREOF, the OWNER and OCCUPANT have caused this Agreement to be executed by their duly authorized public and corporate officials on the day indicated below.

City of Guyton, Georgia

By: _____________________________
Approved: Mayor

_______________________________   ___________________________
Ray C. Smith, City Attorney       City Clerk

Occasional

By: _____________________________
Chairman

Attest: ___________________________
County Clerk:
COMMISSIONERS MEETING DATE: January 7, 2020

DATE: December 20, 2019
TO: Board of Commissioners
THRU: Tim Callanan, County Administrator
FROM: Teresa Concannon, County Planner
ISSUE: Consideration to approve the Final Plat for Park West, Ph 4C-1
Map# 419 Parcel# 2

BACKGROUND: Thomas & Hutton requests approval of final plat and warranty deed for Park West, Ph 4C-1, which consists of 15 lots.

FACTS AND FINDINGS:
1. Engineering staff reviewed the plat, and inspected the right of way and all public utilities located within the right of way of phase 4C-1, and recommend approval.
2. Staff has reviewed the final plat and final plat checklist for Park West, Ph 4C-1. All documents are in order, and consistent with zoning, plans, and plats approved previously.
3. The infrastructure and maintenance security cost estimate for $10,974.10 (10% of the estimated value of the infrastructure) was submitted to the county.
4. The warranty deed was reviewed and approved by the County Attorney.

ALTERNATIVES:
1. Approve the final plat of Park West, Ph 4C-1, and accept the right of way and infrastructure.
2. Do not approve the final plat of Park West, Ph 4C-1 or accept the right of way and infrastructure.

FUNDING: N/A

RECOMMENDATION:
1. Staff recommends Alternative 1.

ATTACHMENTS:
1. Final Plat for Park West, Ph 4C-1.
2. Final Plat Submittal Form & Checklist.
3. Infrastructure Cost Estimate.
4. Bond
5. Deed for infrastructure.
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY
Date Received: __________________ Project Number: __________________
Date Reviewed: __________________ Reviewed by: __________________

Name of Subdivision: Park West - Phase 4C-1
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: 209 Argo Circle, Okatie, 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: 3.403 Zoning: PUD Number of Lots: 15
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? No
If so, please describe:

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true
and complete to the best of its knowledge.
This ______ day of ______, 2019.
Applicant
Owner

Page 1 of 3

Page 3 of 12
# EFFINGHAM COUNTY

## FINAL PLAT CHECKLIST

**OFFICIAL USE ONLY**

<table>
<thead>
<tr>
<th>Subdivision Name:</th>
<th>Project Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received:</td>
<td>Date Reviewed:</td>
</tr>
<tr>
<td></td>
<td>Reviewed by:</td>
</tr>
</tbody>
</table>

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.

### Project Information:

- **1. Graphic scale.**
- **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).**
- **19. Location of city limits and county lines, if applicable.**

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Page 2 of 3

8/16/2011
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<tr>
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<th></th>
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<tbody>
<tr>
<td>20.</td>
<td>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>
</tr>
<tr>
<td>21.</td>
<td>Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on Attachment for Digital Submissions.</td>
</tr>
<tr>
<td>22.</td>
<td>Certificate of Approval – To be signed by County Commission chair.</td>
</tr>
<tr>
<td>25.</td>
<td>Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).</td>
</tr>
<tr>
<td>26.</td>
<td>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>
</tr>
<tr>
<td>27.</td>
<td>Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.</td>
</tr>
<tr>
<td>28.</td>
<td>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>
</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 18\th day of December, 2019.

[Signature]

Applicant

[Signature]

Owner

8/16/2011
December 16, 2019

Ms. Teresa Concannon  
Effingham County  
Post Office Box 1027  
Savannah, GA  31402

RE:  Park West – Phase 4C-1  
Bond Recommendation

Dear Ms. Concannon:

Listed below is our bond recommendation for the above referenced project. This Phase consists of thirty-seven (15) single family residential lots with associated road, water, sewer and drainage infrastructure. The bond request is for 10% of the total construction cost associated with the items to be deeded to the county upon completion.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 4C Total Cost</td>
<td>$255,211.55</td>
</tr>
<tr>
<td>Phase 4C Lots</td>
<td>35</td>
</tr>
<tr>
<td>Phase 4C-1 Lots</td>
<td>15</td>
</tr>
<tr>
<td>% Total Construction</td>
<td>43%</td>
</tr>
<tr>
<td>Phase 4C-1 Cost</td>
<td>$109,740.96</td>
</tr>
</tbody>
</table>

Total Bond Amount      $10,974.10

Please review this information and issue your approval. Please call our office if you have any questions.

Sincerely,

THOMAS & HUTTON

William Eubank, P.E.

cc:  Mr. Jared O'Sako – DR Horton
MAINTENANCE BOND

Know all men by these presents:

That D.R. Horton, Inc. as Principal, hereinafter called Contractor, and Nationwide Mutual 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 Ten Thousand Nine Hundred Seventy Four Dollars and 10/100 ($10,974.10) Dollars 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 4C-1, road, water, sewer and drainage infrastructure 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 1 Year(s) from the date of acceptance of the improvements by the Obligee, 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 16th day of December, 2019

In the presence of:

D.R. Horton, Inc.
Principal

By:
Title

Nationwide Mutual Insurance Company
Surety

By:
Stephen T. Kazmer, Attorney-in-Fact
Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual insurance Company, an Ohio corporation
hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Stephen T. Kazmer

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in parities not exceeding the sum of: Unlimited

Surety Bond Number 79010269784

Principal D.R. Horton, Inc.

Obligee Effingham County Board of Commissioners

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company, and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereof; provided, however, that such seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other paper of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2018.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2018, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed herein is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Deis
Notary Public, State of New York

Qualified in Westchester County
Commission Expires September 15, 2023

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of December, 2019.

Laura B. Guy
Assistant Secretary

BCJ 1(02-16)00

01/02/2020
State of Illinois

} ss.

County of DuPage

}

On December 16, 2019, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen T. Kazmer known to me to be Attorney-in-Fact of Nationwide Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

Sinem Nava, Notary Public

Commission No. 859777
WARRANTY DEED

THIS INDENTURE made this ___ day of _________________, 2019, by and 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 Cotton Bluff Court on that certain plat of Park West Subdivision, Phase 4C-1, prepared by Matthew D. Jones, G.R.L.S. #3338, dated December 19, 2019, 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 right 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 4C-1, 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 4C-1, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

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

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

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

D.R. HORTON, INC.
a Delaware corporation

By: __________________________ (SEAL)
Print Name: ____________________
Its: __________________________

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
COMMISSIONERS MEETING DATE: January 7, 2020

DATE: December 20, 2019
TO: Board of Commissioners
THRU: Tim Callanan, County Administrator
FROM: Teresa Concannon, County Planner
ISSUE: Consideration to approve to authorize the Chairman to sign a Landfill Letter for the Georgia-Pacific Warehouse site on Old Augusta Road

BACKGROUND: The Georgia Department of Natural Resources (DNR) is required to review and approve all plans for the extension of water and/or sewer lines that serve more than one customer. The Georgia Pacific Warehouse Site is not served by county water or sewer, but will have a private water system. The landfill letter is required for DNR review.

FACTS AND FINDINGS:
1. DNR requires a letter from local county government stating no knowledge of an abandoned landfill within proximity of the proposed site.
2. The project engineer certifies that the property does not contain an active or inactive landfill, based on a site inspection by the engineer.

ALTERNATIVES:
1. Authorize the Chairman to sign a Landfill Letter to be submitted to the Environmental Protection Division (EPD).
2. Do not authorize the Chairman to sign a Landfill Letter to be submitted to the Environmental Protection Division (EPD).

FUNDING: N/A

RECOMMENDATION:
1. Staff recommends Alternative 1.

ATTACHMENTS:
1. Landfill Letter (from the County)
2. Certification Letter (from the project engineer)
January 7, 2020

Georgia Department of Natural Resources
Coastal Resources Division
One Conservation Way
Suite 300
Brunswick, GA 31520-8687

RE: Drinking Water System Permit
Georgia-Pacific, LLC
Rincon, Georgia

To whom this may concern:

We understand that Georgia-Pacific (GP) is applying for a non-transient, non-community (NTNC) public water supply system permit for a warehouse facility located at 458 Old Augusta Road South, parcel ID 04620077, in Rincon, Effingham County, Georgia. As part of the requirements of their permit application, this letter certifies that:

1. Effingham County is in concurrence with the development of this privately-owned public water supply system near its jurisdiction.
2. The Effingham County water system denies Georgia-Pacific’s request for water service (the nearest county connection is several miles from the site).
3. Effingham County certifies that the proposed water system development project and the appurtenances pertaining to the water system are not located on or in close proximity (under 1000 ft) to an abandoned landfill or any other site used for waste disposal.

Sincerely,

Wesley M. Corbitt
Effingham Board of Commissioners
Chairman
COMMISSIONERS MEETING DATE: January 7, 2020

DATE: December 20, 2019  
TO: Board of Commissioners  
THRU: Tim Callanan, County Administrator  
FROM: Teresa Concannon, County Planner  
ISSUE: Consideration to approve the resolution adopting the FY2019 Capital Improvement Element (CIE) annual update, which has been approved for adoption by the Coastal Regional Commission and the Georgia Department of Community Affairs.

BACKGROUND: The FY2019 CIE annual update includes a financial report on how impact fees were used, and a schedule of improvements. The CIE update has been approved by DCA, and now can be adopted by the Board of Commissioners.

FACTS AND FINDINGS:
1. Development Impact Fees are intended to ensure that adequate public facilities are available to serve new growth and development.
2. The CIE annual update is a required report for all jurisdictions that collect impact fees, and includes a financial report and a schedule of improvements.
3. Staff has updated the Impact Fee Financial Report and the schedule of improvements.
4. The CIE annual update has been reviewed and approved by DCA, and can now be adopted by the Board of Commissioners.

ALTERNATIVES:
1. Approve the resolution adopting the FY 2019 CIE annual update.
2. Do not approve the resolution adopting the FY 2019 CIE annual update.

FUNDING: N/A

RECOMMENDATION:
1. Staff recommends Alternative 1.

ATTACHMENTS:
1. Resolution to adopt the FY2019 CIE annual update.
2. 2019 CIE annual update
4. Approval from DCA
RESOLUTION TO ADOPT

WHEREAS, Effingham County has prepared a 2019 update to the Effingham County Capital Improvements Element; and

WHEREAS, the annual update of the Capital Improvements Element was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning”, adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a public hearing was held on January 7, 2020; and

WHEREAS, the draft Capital Improvements Element was submitted for review to the Coastal Regional Commission of Georgia, and was subsequently approved by the Coastal Regional Commission of Georgia, and forwarded to, and approved as meeting the minimum standards by the Georgia Department of Community Affairs;

BE IT THEREFORE RESOLVED that the Effingham County Board of Commissioners does hereby adopt the Capital Improvements Element 2019 update that includes the Financial Report and the Short Term Work Program covering the five-year period 2020-2024.

Adopted this ___ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _______________________________
    WESLEY CORBITT, CHAIRMAN

ATTEST:

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
### Effingham County 2020-2024 Capital Improvement Element Update

#### Public Facility: **PUBLIC SAFETY**
- **Sheriff's Jail, Office Admin. Complex, Storage**
  - Start Date: 2012
  - End Date: 2024
  - Cost Estimate: $16,425,000
  - IF %: 25%
  - Funding Source: Jail Fund / SPLOST
  - Status/Remarks: In progress

- **Fire Vehicles/Apparatus**
  - Start Date: 2015
  - End Date: 2023
  - Cost Estimate: $1,150,000
  - IF %: 0%
  - Funding Source: Fire Fund / SPLOST
  - Status/Remarks: In progress

- **Berryville / Stillwell Fire Station**
  - Start Date: 2015
  - End Date: 2017
  - Cost Estimate: $75,000
  - IF %: 0%
  - Funding Source: Fire Fund/SPLOST
  - Status/Remarks: Complete

- **South Effingham Fire Station***
  - Start Date: 2015
  - End Date: 2020
  - Cost Estimate: $550,000
  - IF %: 0%
  - Funding Source: Fire Fund
  - Status/Remarks: In progress

- **Ardmore-Oakey Fire Station**
  - Start Date: 2015
  - End Date: 2020
  - Cost Estimate: $75,000
  - IF %: 0%
  - Funding Source: Fire Fund/SPLOST
  - Status/Remarks: In Progress

- **EMS Vehicles/ Apparatus**
  - Start Date: 2014
  - End Date: 2024
  - Cost Estimate: $650,000
  - IF %: 0%
  - Funding Source: SPLOST
  - Status/Remarks: In Progress

* Formerly known as Hodgeville / Ledessie Zeigler

#### Public Facility: **ROADS & BRIDGES**
- **Effingham Parkway**
  - Start Date: 2016
  - End Date: 2022
  - Cost Estimate: $120,000,000
  - IF %: 58%
  - Funding Source: I.F./SPLOST/GDOT/FED.
  - Status/Remarks: In Progress

- **Old River Road & I16 interchange**
  - Start Date: 2010
  - End Date: 2020
  - Cost Estimate: $250,000
  - IF %: 0%
  - Funding Source: FED/GDOT/SPLOST
  - Status/Remarks: In Progress

- **Resurfacing**
  - Start Date: 2014
  - End Date: 2024
  - Cost Estimate: $8,113,133
  - IF %: 0%
  - Funding Source: SPLOST
  - Status/Remarks: Ongoing

- **Blue Jay Road  & Mccall**
  - Start Date: 2012
  - End Date: 2020
  - Cost Estimate: $400,000
  - IF %: 0%
  - Funding Source: SPLOST
  - Status/Remarks: In Progress
## PARKS & RECREATION

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Cost Estimate</th>
<th>IF %</th>
<th>Funding Source</th>
<th>Status/Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>HWY 21 Recreation Complex/Gym Renovations</td>
<td>2014</td>
<td>2023</td>
<td>$3,800,000</td>
<td>14%</td>
<td>I.F./SPLOST</td>
<td>In Progress</td>
</tr>
<tr>
<td>Park Promenade/Ulmer Park</td>
<td>2014</td>
<td>2017</td>
<td>$79,000</td>
<td></td>
<td></td>
<td>Pending</td>
</tr>
</tbody>
</table>

## SEWER

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Cost Estimate</th>
<th>IF %</th>
<th>Funding Source</th>
<th>Status/Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old Augusta Rd.</td>
<td>2006</td>
<td>2017</td>
<td>$5,000,000</td>
<td>0%</td>
<td>Pending</td>
<td>Completed</td>
</tr>
<tr>
<td>Lift station #5, #11, #9 pump upgrades</td>
<td>2014</td>
<td>2020</td>
<td>$270,000</td>
<td>0%</td>
<td>W/S fund</td>
<td>In Progress</td>
</tr>
<tr>
<td>Sprayfield upgrades</td>
<td>2013</td>
<td>2024</td>
<td>$75,000</td>
<td>0%</td>
<td>W/S fund</td>
<td>In Progress</td>
</tr>
</tbody>
</table>

## WATER

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Cost Estimate</th>
<th>IF %</th>
<th>Funding Source</th>
<th>Status/Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loop from Greystone to Midland Rd.</td>
<td>2014</td>
<td>2017</td>
<td>$680,000</td>
<td>0%</td>
<td>W/S fund</td>
<td>Complete</td>
</tr>
<tr>
<td>Loop from Emerald Plantation to Marlow Elem.</td>
<td>2015</td>
<td>2020</td>
<td>$1,400,000</td>
<td>0%</td>
<td>W/S fund</td>
<td>In progress</td>
</tr>
<tr>
<td>County Line Booster Station</td>
<td>2014</td>
<td>2020</td>
<td>$1,500,000</td>
<td>0%</td>
<td>W/S fund</td>
<td>In progress</td>
</tr>
</tbody>
</table>
### Effingham County 2019 Financial Report

**(1) Public Facility Type**
- County Wide Roads
- County Wide Parks & Recreation
- County Wide Public Safety
- Water
- Sewer
- **TOTAL**

<table>
<thead>
<tr>
<th>(2) Service Area FY 2019</th>
<th>County Wide Roads</th>
<th>County Wide Parks &amp; Recreation</th>
<th>County Wide Public Safety</th>
<th>Water</th>
<th>Sewer</th>
<th><strong>TOTAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(3) Beginning Impact Fee Fund Balance FY 2019</td>
<td>607,489.56</td>
<td>200,213.14</td>
<td>84,753.62</td>
<td>-</td>
<td>-</td>
<td>892,456.32</td>
</tr>
<tr>
<td>(4) Impact Fees Collected FY 2019</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>(4.2) Interfund Paid</td>
<td>2,665.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,665.00</td>
</tr>
<tr>
<td>(5) Accrued Interest FY 2019</td>
<td>15.93</td>
<td>8.69</td>
<td>2.22</td>
<td>-</td>
<td>-</td>
<td>26.84</td>
</tr>
<tr>
<td>(6) Project Expenditures FY 2019</td>
<td>610,170.49</td>
<td>132,997.00</td>
<td>84,755.84</td>
<td>-</td>
<td>-</td>
<td>827,923.33</td>
</tr>
<tr>
<td>(7) Administrative Costs FY 2019</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>(8) Impact Fee Refunds FY 2019</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>(9) Ending Impact Fee Fund Balance FY 2019</td>
<td>0.00</td>
<td>67,224.83</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>67,224.83</td>
</tr>
<tr>
<td>(10) Impact Fees Encumbered FY 2019</td>
<td>0.00</td>
<td>67,224.83</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>67,224.83</td>
</tr>
</tbody>
</table>
Good morning,

DCA has assessed that your CIE update meets requirements and is ready for adoption. Let us know if you have any questions for the next step!

**Tayler Hames**  
Grant Specialist/Planner  
Coastal Regional Commission  
(912) 437-0891  
thames@crc.ga.gov  

How are we doing? Let us know here.

From: Eric Landon  
Sent: Monday, December 9, 2019 11:55 AM  
To: Tayler Hames  
Subject: Fwd: Effingham County Annual CIE Update Approved

Begin forwarded message:

From: Jon West <Jon.West@dca.ga.gov>  
Date: December 9, 2019 at 11:49:56 AM EST  
To: Eric Landon <elandon@crc.ga.gov>, Russell Oliver <roliver@crc.ga.gov>  
Cc: PEMD OPQG Administration <pemd.opqga@dca.ga.gov>  
Subject: Effingham County Annual CIE Update Approved

Eric & Russell,

Our staff has reviewed the Annual Capital Improvement Element (CIE) Update for Effingham County and finds that it adequately addresses applicable requirements. The next step is for the local government to adopt the CIE Update. As soon as your office provides written notice that the CIE Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the local government that its Qualified Local Government status has been extended. If you have any questions, please contact us at 404-679-5279.

Thanks,

---

**Jon A. West, AICP**  
Principal Planner/Local & Regional Planning Mgr  
Georgia Department of Community Affairs  
60 Executive Park South, NE  
Atlanta, Georgia 30329

Direct 404-327-6872  
Fax 770-302-9703  
Jon.West@dca.ga.gov

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

COMMISSIONER’S MEETING DATE: 01/07/2020
DATE: 12/11/19
TO: County Commissioners
THRU: Tim Callanan, County Administrator
FROM: Christy Carpenter, Finance Director

ISSUE: Consideration to submit an internship grants application to ACCG Civic Affairs Foundation.

BACKGROUND: Each year ACCG Civic Affairs 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 Effingham County Extension Office is requesting a 4-H Program Assistant Intern to assist in developing and implementing summer enrichment programs for students in 4th – 12th grades. The Effingham County Recreation Department is requesting a Recreational Therapy-Special Events & Youth Camps Intern to assist staff in day to day coordination of youth individuals of various skills, abilities, and interest, with varying levels of ability and health who are participating in Effingham County Recreation Department Programs.

FACTS AND FINDINGS:
1. The grant process is competitive.
2. Hourly salary for interns is $12.00.
3. The grant application deadline is January 6, 2020.
4. Interns must be currently enrolled in a college or university to be eligible to participate in the program.

ALTERNATIVES:
1. Approve the GCIP grant application submittal.
2. Do not approve the grant application submittal.
3. Provide Staff with Direction.

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

POLICY ANALYSIS: It is the policy of the Board of Commissioners to review each request on its merit and to help various agencies where appropriate.

RECOMMENDATION: Adopt Alternative 1.

DOCUMENTS ATTACHED:
1. GCIP Grant application and information packet.
Georgia County Internship Program Grant Application
Summer 2020

Applicants should read the entire GCIP Application Packet prior to completing this form.

This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.

The application deadline for the 2020 GCIP grant program is **Monday, January 6, 2020**

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, GA 30303

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

Reminder: Interns should be currently enrolled in college as undergraduate or graduate students, or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are eligible. General high school students who have not yet begun college are not eligible. Interns cannot work more than 200 total hours during the grant period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.
**Section I: Grant Category**
Select (X) the grant category for this application.

<table>
<thead>
<tr>
<th>Grant Category</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General GCIP Grant</td>
<td></td>
</tr>
<tr>
<td>Verizon Rural Grant (55,000 or less population with no previous GCIP Participation)</td>
<td></td>
</tr>
<tr>
<td>Kundell Environmental Grant</td>
<td></td>
</tr>
<tr>
<td>Garner Health and Human Services Grant</td>
<td></td>
</tr>
</tbody>
</table>

**Section II: General Grant Information**

<table>
<thead>
<tr>
<th>County Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>County E-Verify Number:</td>
<td></td>
</tr>
<tr>
<td>Number of Interns Requested:</td>
<td></td>
</tr>
</tbody>
</table>

Are you submitting an application that includes a partner?  
☐ Yes  ☐ No

List partners:  
Is your partner a nonprofit, college or university?  
☐ Yes  ☐ No

List contribution level  
□ □  $500 (25%)  □ □  Other

(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities.)

Name of Grant Coordinator or other Primary Contact:

<table>
<thead>
<tr>
<th>County:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
</tbody>
</table>
Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is $2400 plus FICA and WC supplement)  

| ☐ Yes | ☐ No |

| What amount? | $: |

OR

Is the county providing additional funding? (on top of the grant amount)  

| ☐ Yes | ☐ No |

| What amount? | $: |

Who will be the supervisor for the intern?  

| ☐ Same as grant coordinator or other primary county contact |
| ☐ Other |

| Name: |
| Department: |
| Position: |
| Address: |
| Email: | Phone: |

Has this individual previously supervised intern(s)?  

| ☐ Yes | ☐ No |

Is adequate space available to support an intern?  

| ☐ Yes | ☐ No |

Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?  

| ☐ Yes | ☐ No |

Will outside technical assistance be required for the intern to complete the project?  

| ☐ Yes | ☐ No |

If Yes, who will provide it:  

Has your county previously had an intern?  

| ☐ Yes | ☐ No |

Has your county ever had an intern in this field?  

| ☐ Yes | ☐ No |

Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?  

| ☐ Yes | ☐ No |

Is there a college or university located in your county?  

| ☐ Yes | ☐ No |

Is there a technical college located in your county?  

| ☐ Yes | ☐ No |

What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)

Will any special training be provided to the intern?  

| ☐ Yes | ☐ No |

If Yes, please describe:
Section III: Project Description and Intern Position Title

Project Information

Internship position title: 

In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship. More information can be found in the GCIP Application Process and Guidelines document.

For questions, email mnesmith@accg.org or call (404)522-5022 ext. 195.

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit www.civicaffairs.org.
Georgia County Internship Program (GCIP)
Contents of the Summer 2020 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 2020 Georgia County Internship Program Grant Opportunities

Date: November 7, 2019

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 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 goals are to enable counties to hire talented college students for specific projects that will benefit county government and citizens; give students a chance to learn first-hand about the role of counties and functions of local government; provide practical work experiences that students can use in the job market upon graduation; and inspire young people to a life of public service leadership.

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.

NEW INFORMATION FOR THE 2020 PROGRAM

There are four different internship opportunities available: 1) the general GCIP, which is open to all counties 2) a special Verizon sponsored grant opportunity for counties with a population of 55,000 or less that have not previously participated in the GCIP, 3) the Joan Garner Health and Human Services Internship Grant and 4) the Dr. Jim Kundell Environmental Management Internship Grant.
In addition to having new categories of grants available, the hourly salary for interns paid through the grant has been increased from $10 per hour to $12 per hour.

Additionally, 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.

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

**Verizon Rural County Grant**
Counties that have previously not received a grant through GCIP that have a population of 55,000 or less are eligible to apply for the Verizon Rural County grant. This grant will pay for a 200-hour internship for any department in your county for any type of project as along as it meets the GCIP grant criteria. Eight grants will be awarded.

**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.

The first Kundell grant was given to Glynn County in 2019 for a hydrology project. 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.

The first Garner grant was given to Jones County in 2019 for a Live Healthy Jones project. 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 as long as it meets all application requirements.
2020 Summer GCIP grants will be awarded for the period of May 1, 2020-September 1, 2020.

The deadline for counties to apply for summer internship grants is Monday, January 6, 2020 with recipients notified by Friday, February 14, 2020.

It will be the responsibility of the county to collect and review internship applications from college students or recent college graduates, 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.

NEW INFORMATION FOR THE 2020 PROGRAM
There are four different internship opportunities available: 1) the general GCIP, which is open to all counties 2) a special Verizon sponsored grant opportunity for counties with a population of 55,000 or less that have not previously participated in the GCIP, 3) the Joan Garner Health and Human Services Internship Grant and 4) the Dr. Jim Kundell Environmental Management Internship Grant. In addition to having new categories of grants available, the hourly salary for interns has been increased from $10 per hour to $12 per hour.

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, 2020.

The deadline to submit applications for the 2020 Summer Grant Period is Monday, January 6, 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 2020 Summer Grant Period is January 6, 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 2020 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 2020 Summer Grant Period by February 14, 2020.
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 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.
**Georgia County Internship Program (GCIP)**

**Frequently Asked Questions**

**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 Verizon Rural County Grant?**

ACCG received a $20,000 grant from Verizon to fund internship grants in rural counties with a population of 55,000 or less that have not previously participated in the GCIP for the 2020 program. This grant will pay for a 200-hour internship for any department in your county for any type of project as long as it meets the GCIP grant criteria. Eight grants will be awarded for the 2020 grant program.

**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.

The first Kundell grant was given to Glynn County in 2019 for a hydrology project. 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.

The first Garner grant was given to Jones County in 2019 for a Live Healthy Jones project. 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?**

This will depend on the county’s policy. Some counties require all contracts to go before the board whereas others have a dollar amount requirement. Whatever the policy is for the county should be the policy that is followed. If the county has a grant administrator, consult with him or her 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 $2,000. 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 in 2020, and for the foreseeable future, 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 Monday, January 6, 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 actually 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 has to 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

COMMISSIONER’S MEETING DATE: 01/07/20
DATE: 12/16/19
TO: County Commissioners
THRU: Tim Callanan, County Administrator
FROM: Christy Carpenter, Finance Director
ISSUE: Consideration to submit a Secure the Vote (STV) grant application to the Georgia Secretary of State.

BACKGROUND: In the regular session, the Georgia legislature passed HB316 and approved bond funding of up to $150 million to provide for a new verifiable paper ballot Statewide Voting System (SVS) for all counties in the state. In 2018, Georgia received funds from the Help American Act (HAVA), some of which Secretary Raffensperger has authorized for direct grants to counties. These grants will be for the purpose of bolstering cyber and physical election systems security, making polling places and voting more accessible and providing for general purposes of implementing the new SVS. Effingham County Board of Elections & Registration plans to purchase items that will help with the implementation of the new voting system that will be used in multiple elections.

FACTS AND FINDINGS:
1. The grant application period is from January 1, 2020 thru April 30, 2020.
2. This is a reimbursable grant.
3. Security and Accessibility grants will be reimbursed at 3 to 1 up to $15,000; General Implementation will be reimbursed at a rate of 1 to 1 up to $10,000.

ALTERNATIVES:
1. Approve the grant application submittal.
2. Do not approve the grant application submittal.
3. Provide Staff with Direction.

FUNDING: The Secretary of State will have sole discretion on the awarding of grants.

POLICY ANALYSIS: It is the policy of the Board of Commissioners to review each request on its merit and to help various agencies where appropriate.

RECOMMENDATION: Adopt Alternative 1.

DOCUMENTS ATTACHED:
1. HAVA Grant application and information.
December 8, 2019

Dear Effingham Officials,

Let me begin by saying how excited we are to be here. Attending GAVREO alongside you allows us to continue building on our great partnership as we prepare for the 2020 election cycle and the rollout of our new, verifiable paper ballot voting system.

We are blessed with a great system here in Georgia. In most states, counties bear the sole financial and legal responsibility of running elections and buying all equipment necessary. Because we have a uniform system, we leverage the purchasing power of the state, to greatly reduce the counties’ burdens.

A review of the purchases that our office is making for elections equipment shows a cumulative cost of approximately $100 million. If each county had made these purchases individually, the total cost would have been closer to $160 million. Therefore, at the onset, with the state acting as the sole purchaser, our “volume discount” is already saving Georgia taxpayers $60 million.

Further, we have purchased additional equipment for many of our counties to help assure a successful election, so you will find the new, revised equipment distribution in the folder with this letter. The total cost for the equipment that your county is receiving from the state is $585,506.16. Had your county individually purchased the elections equipment, the cost would have been $913,929.02.

You will also find the forms for our new Secure The Vote Matching Grant Program in this folder. There are three categories of the program: General Election, ADA, and Security. For General county purchases (Tables, booths, etc.), the state will match 1 for 1 up to $10,000. For ADA county purchases (accessibility, wheelchair level mounts, etc.) and Security county purchases (cameras, access control, etc.), for every $1 your county spends, the state will match it 3 to 1 up to $15,000.

As you can see by our partnership, the State of Georgia and the office of Secretary of State understands the financial burdens of implementing a new and better voting system like ours as well as the financial constraints of your county, so we are doing all we can to keep county costs as low as we can. Our strong relationship is as important as ever as we move together to launch our new voting system.

Thanks again for coming to the Conference. Please make sure to stop by our booth, and we will answer any questions you may have. We all look forward to working together to make it a great, successful 2020.

Sincerely,

Brad Raffensperger
Georgia Secretary of State
GEORGIA SECRETARY OF STATE
SECURE THE VOTE/HAVA Grant Directions

Overview:
In the 2019 regular session, the Georgia Legislature passed HB316 and approved bond funding of up to $150 million to provide for a new verifiable paper ballot Statewide Voting System (SVS) for all counties in the state. Also, in 2018, Georgia received funds from the Help America Vote Act (HAVA), some of which Secretary Raffensperger has authorized for direct grants to counties. These grants will be for the purpose of bolstering cyber and physical election systems security, making polling places and voting more accessible, and providing for general purposes of implementing the new SVS.

Reimbursement Grant:
To receive the funds the county must (1) have expended the monies to be reimbursed, (2) provide documentation of the spend, including narrative and receipts and (3) assure the request satisfies the requirements under HAVA.

Grant Types and Levels:
There are three available programs for the grant reimbursement: Security (both physical and cyber) such cameras and access control; Accessibility (ADA) such as enhanced wheelchair access or touchscreen mounts to lower to wheelchair level; and General Implementation, such as shelving, tables, booths, etc. Both Security and Accessibility will be reimbursed at 3 to 1 up to $15,000, while General Implementation will be reimbursed at a rate of 1 to 1 up to $10,000. **No grants will be made for consumables.** Grants are to be made for expenditures for items that will be used in multiple elections. All grant decisions will be solely at the Secretary’s discretion.

Application Process and Deadlines:
Applications for grants must be submitted with required documentation to the Georgia Secretary of State’s Office during the grant period. The grant application period opens January 1, 2020, and the period will remain open until April 30, 2020. The Secretary of State will have sole discretion on the awarding of grants.

Grant Application Checklist:
Please review the following requirements and indicate the item’s completion by checking the boxes below:

- Name of the county;
- Amount of the grant requested;
- Use of funds, including type of equipment, software, construction and quantity (if applicable);
- Notation of which program is being requested: Security, Accessibility, and/or General Implementation;
- Narrative explanation of what was purchased;
- Attached receipts to show proof of expenditure;
- Signature and attestation of the grant requestor; and
- Date of the application.

Questions & Comments:
Questions and comments concerning this program should be submitted to: STV Grants c/o Elections Division, 2 Martin Luther King Jr. Drive, Suite 802, West Tower, Atlanta, GA 30334, email at grants@sos.ga.gov.
# Help America Vote Act (HAVA)

## Grant Application

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### Grant Formula

- **Security (1 for 3) Amount Expended**
  - Grant Request: $(0.75 \times \text{Expended})$
  - Up to $15,000

- **Accessibility (1 for 3) Amount Expended**
  - Grant Request: $(0.75 \times \text{Expended})$
  - Up to $15,000

- **General (1 for 1) Amount Expended**
  - Grant Request: $(0.50 \times \text{Expended})$
  - Up to $10,000

### Attestation and Signature

I certify that my answers are true and complete to the best of my knowledge.
I understand that false or misleading information in my application or documentation may result in my prosecution.

Signature: ___________________________ Date: ___________________________
STAFF REPORT

COMMISSIONER’S MEETING DATE: 01/07/2020
DATE: 12/18/2019
TO: County Commissioners
THRU: Tim Callanan, County Manager
FROM: EOM Operations
ISSUE: Consideration to accept a proposal and award a contract for Professional Services for Hodgeville Lift Station #4 – Design project to Hussey Gay Bell & DeYoung, Inc.

BACKGROUND: Because of its condition, the Effingham County Board of Commissioners wished to upgrade the existing Hodgeville Lift Station #4.

FACTS AND FINDINGS:
1. A Request for Proposal (RFP No. 20-102-004) for Professional Services for Hodgeville Lift Station #4 – Design project was advertised on the County website, the Georgia Local Government Access Marketplace website, the Department of Administrative Services website and in the Savannah Morning News and the Effingham Herald.
2. A mandatory pre-proposal meeting was attended by eight (8) companies. Proposals were received from four (4) of those companies. The bid tab is attached.
3. The proposals were reviewed by EOM, and the two highest ranked companies were interviewed by EOM and staff.
4. EOM recommend awarding the contract to Hussey Gay Bell & DeYoung, Inc. who were the highest ranked.
5. The total of HGB’s fee is $89,765.00.
6. The County attorney has reviewed and approved to form the contract with Hussey Gay Bell & DeYoung, Inc.

ALTERNATIVES:
1. Accept the proposal from Hussey Gay Bell & DeYoung, Inc. and issue a contract to them in the amount of $89,765.00 for Professional Services for Hodgeville Lift Station #4 – Design project.
2. Do not accept the proposal from Hussey Gay Bell & DeYoung, Inc. or issue a contract to them for Professional Services for Hodgeville Lift Station #4 – Design project.

FUNDING: SPLOST

RECOMMENDATION: Staff recommends alternative number 1.

DOCUMENTS ATTACHED:
1. Contract
2. Final Score Sheet
3. Fee Sheet
CONTRACT No. 20-105-004 – Professional Services – Hodgeville Lift Station #4

Services Contract

Between

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

and

HUSSEY GAY BELL & DEYOUNG, INC.
329 Commercial Drive, Suite 200
Savannah, GA 31406

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the “Board” and/or “County”) and Hussey, Gay, Bell & DeYoung, Inc. (hereinafter called the “Contractor”). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified engineering company as specified in RFP No. 20-105-004 – Professional Services – Hodgeville Lift Station #4; and

WHEREAS, the Contractor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Contractor as follows:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFP No. 20-105-004 – Professional Services – Hodgeville Lift Station #4; and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract will commence on _________________ and terminate on ________________ with automatic renewal options for three (3) additional one (1) year terms provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and the Contractor or:

A. Unless otherwise directed by the Effingham County Board of Commissioners.

B. Unless budgeted funds are not appropriated.

OR

SECTION I-2 CONTRACT.
This Contract is one time lump sum in the amount of $89,765.00

SECTION I-3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words “shall”, “will” and “must” may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Contractor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Contractor’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Contract.
SECTION I-6  TERMINATION OF CONTRACT FOR CAUSE.
County may terminate this Contract for cause or Contractor’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

SECTION I-7  TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Contractor. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8  TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Contractor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9  INDEMNIFICATION.
The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR’S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

SECTION I-10  COVENANT AGAINST CONTINGENT FEES.
The Contractor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Contractor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Contractor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11  PROHIBITED INTERESTS.
A. Conflict of Interest. The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal
ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12  AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Contractor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

SECTION I-13  INDEPENDENT CONTRACTOR.
Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

SECTION I-14  NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to Jennifer Oetgen, PE – Principal, Hussey, Gay, Bell & DeYoung Inc., Consulting Engineers, 329 Commercial Drive, Suite 200, Savannah, GA 31406. It shall be Contractor’s responsibility to inform the County of any change to this contact address.

SECTION I-15  COMPLIANCE WITH LAWS.
The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16  ASSIGNABILITY.
The Contractor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17  GOVERNING LAW.
This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

ARTICLE II

COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.
The County shall pay the Contractor for his services as follows:

See attachment A for fee schedule.

These rates and fees shall remain in effect until the contract is complete without exception.

All invoices shall contain the following:

Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services
Name of County employee requesting said services

No work shall take place without advanced written approval of the County's engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County's engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.
The Contractor represents, understands and agrees that this is a "LUMP SUM" contract, to guarantee pricing for services contained herein.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:

A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.

B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

C. Workers’ Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:
A. **Claims-Made Coverage**: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.

B. **Extended Reporting Periods**: The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

C. **Reporting Provisions**: Any failure to comply with reporting provisions of the policies shall not affect coverage.

D. **Cancellation/Non-Renewal Notification**: Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.

E. **Proof of Insurance**: Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.

F. **Insurer Acceptability**: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. **Lapse in Coverage**: A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. **Deductible and Self-Insured Retention**: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

**Additional Coverage for Engineering, Architectural and Surveying Services:**

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

**ARTICLE IV**

**WAIVERS AND EXCEPTIONS**

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

**ARTICLE V**

**GENERAL PROVISIONS**

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor’s executors, administrators, heirs, personal representative, successors, or assigns.
ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This ____ day of ____________________, 2019.

HUSSEY, GAY. BELL & DEYOUNG, INC.

_______________________________
Signature

_______________________________
Title

Witness - Signature                             Witness - Title

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

_______________________________
WESLEY CORBITT, CHAIRMAN

Attest:

_______________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 20-105-004

COMMISSION APPROVAL DATE:
## ATTACHMENT A
### FEE PROPOSAL

<table>
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<th>Cost</th>
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<tr>
<td>Permitting Services</td>
<td>$3,280.00</td>
</tr>
<tr>
<td>Geotechnical Services</td>
<td>$5,215.00</td>
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<tr>
<td>Preliminary Design Services</td>
<td>$16,230.00</td>
</tr>
<tr>
<td>Final Design</td>
<td>$32,140.00</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>$4,020.00</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$25,370.00</td>
</tr>
<tr>
<td>Project Closeout and Record Drawings</td>
<td>$3,510.00</td>
</tr>
<tr>
<td><strong>TOTAL FEE (COMPLETE)</strong></td>
<td><strong>$89,765.00</strong></td>
</tr>
</tbody>
</table>

Proposing Company Contact Information:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Hussey, Gay, Bell &amp; DeYoung, Inc., Consulting Engineers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Address</td>
<td>329 Commercial Drive, Suite 200 Savannah, GA 31406</td>
</tr>
<tr>
<td>Service Address</td>
<td>329 Commercial Drive, Suite 200 Savannah, GA 31406</td>
</tr>
<tr>
<td>Representative Name</td>
<td>Jennifer Oetgen, PE - Principal</td>
</tr>
<tr>
<td>Representative Contact Address</td>
<td>329 Commercial Drive, Suite 200 Savannah, GA 31406</td>
</tr>
</tbody>
</table>

Telephone: 912.354.4626
E-Mail: joetgen@husseygaybell.com

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) [Signature of Authorized Representative of the Company]

Name Printed: Jennifer Oetgen Title: Principal Date: 11/11/2019
## EVALUATION

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<tr>
<th>Evaluating Factor:</th>
<th>Points Possible:</th>
<th>Hussey, Gay, Bell &amp; DeYoung, Inc., Consulting Engineers</th>
<th>GWES, LLC</th>
<th>Coleman Company, Inc.</th>
<th>Roberts Civil Engineering, LLC</th>
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## FEE SHEET - RFP No. 20-105-004 - Professional Services - Hodgeville Lift Station #4

<table>
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<tr>
<th>COMPANY</th>
<th>Hussey, Gay, Bell &amp; DeYoung, Inc., Consulting Engineers</th>
<th>GWES, LLC</th>
<th>Coleman Company, Inc.</th>
<th>Roberts Civil Engineering, LLC</th>
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<td>Project Closeout and Record Drawings</td>
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<td><strong>TOTAL FEE (COMPLETE)</strong></td>
<td><strong>$89,765.00</strong></td>
<td><strong>$124,960.00</strong></td>
<td><strong>$79,840.00</strong></td>
<td><strong>$77,980.00</strong></td>
</tr>
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</table>
STAFF REPORT

COMMISSIONER’S MEETING DATE: 1/7/20
DATE: 12/30/19
TO: County Commissioners
FROM: Tim Callanan – County Manager
ISSUE: Consideration to approve an Inter-governmental Agreement with the City of Rincon regarding construction and financing Ft Howard roundabout.

BACKGROUND: In April 2019 Effingham County drafted an IGA with the City of Rincon to have the County manage the construction of a roundabout for the intersection of Old Augusta Rd and Ft Howard Rd. Due to change in staff it was not brought to Board of Commissioners for approval. After construction commenced the county passed an IGA on December 3, 2019 meeting and sent it to Rincon for approval. Rincon council and attorney has reviewed and requested some additional wording primarily to include the dollar amounts in the agreement. The agreement tonight includes City of Rincon recommendations.

FACTS AND FINDINGS:
1. Financial information – Contract cost - $1,126,507.95, State Grant - $425,000.00, Amount to be collected each year for 2 years - $477,507.86
2. This estimates an overage in tax year 2020 of $253,507.77 which will be paid to City of Rincon for additional road projects within the city limits.

ALTERNATIVES:
1. Approve the IGA between Effingham County and the City of Rincon as amended.
2. Do not approve the amended IGA.
3. Provide Staff with Direction.

FUNDING: Entire cost is being covered by a state grant and special tax district millage assessed on Rincon taxpayers.

POLICY ANALYSIS: It is the policy of the Board of Commissioners to review each request on its merit and to help various agencies where appropriate.

RECOMMENDATION: Adopt Alternative 1.

DOCUMENTS ATTACHED:
1. IGA between City of Rincon and Effingham County.
STATE OF GEORGIA

EFFINGHAM COUNTY

INTERGOVERNMENTAL AGREEMENT BETWEEN EFFINGHAM COUNTY, GEORGIA AND CITY OF RINCON, GEORGIA FOR CONSTRUCTION AND MAINTENANCE OF A ROUNDBOUGHT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the “County”) and the City of Rincon, Georgia (hereinafter referred to as the “City”) (collectively referred to herein as the “Parties”) is entered into this _____ day of ___________________, 2019.

WHEREAS, Effingham County, Georgia is a political subdivision of the State of Georgia; and

WHEREAS, the City of Rincon is a political subdivision of the State of Georgia; and

WHEREAS, the County and the City desire to construct a Roundabout at the intersection of Fort Howard Road and Old August Road in the City of Rincon (hereinafter referred to as “Roundabout”); and

WHEREAS, the County and the City recognize the need to further define the rights, responsibilities and obligations of each in regard to the construction and funding of the Roundabout; and

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, prohibits cities and counties from exercising governmental authority within each other’s boundaries except as otherwise provided by law or by intergovernmental agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts; and
NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1

PURPOSE AND INTENT

The purpose and intent of this IGA is to: (a) Establish the intent of the County and City with respect to the Roundabout to be constructed and maintained, as set forth herein; and (b) Establish the rights and obligations of the parties hereto.

ARTICLE 2

GENERAL OBLIGATIONS

The County shall perform the work and undertake those functions with regard to development and construction of the Roundabout. The County shall ensure that the Roundabout is constructed to Georgia DOT construction standards. The County shall insure that the roundabout construction is properly bonded and that the contractor is responsible for any flaws or defects in construction of the roundabout project for a period of no less than twelve months after completion of the project (Warranty Period). The City shall be responsible for all maintenance of the Roundabout after the expiration of the contractor’s warranty period.

ARTICLE 3

CONSIDERATION AND COSTS

The County entered into a contract for the construction of a roundabout at the intersection of Fort Howard Road and Old Augusta Road. The contract price for the construction of the Roundabout is $1,126,507.95. If there is any change in the contract price, design, or terms of the contract, the City shall
be notified and be allowed to have input concerning the change. The County shall provide financial
assistance for the construction through a Georgia Department of Transportation Grant in the amount of
$425,000.00 dollars. The City shall be responsible for the all remaining costs associated with the
construction of the Roundabout through a special service district tax of 1.651 mills to be assessed by the
County in the incorporated area, with the assistance of any grant money. The County shall assess a
special service district tax for the incorporated area to be used to fund the City’s costs. It is anticipated
that the County will receive $477,507.86 each year toward the construction cost based on the 1.651
mills of assessed tax. Therefore, after the second year of the special district tax assessment, it is
anticipated that there will be approximately $253,507.77 of assessed tax proceeds over and above the
cost of the construction of the Roundabout. Any tax collected above the cost of the Roundabout shall
be paid to the City for any road projects within the incorporated limits of the City.

ARTICLE 4

AUTHORIZATION TO ACT IN THE CITY

The County shall have the requisite authorization under the GA. Constitution, Article 9, Section 2,
Paragraph III (a)(4) to undertake any and all necessary activities within the jurisdictional boundaries of
the City in furtherance of the construction of the Roundabout, to include - but not be limited to: land
acquisition, eminent domain, land disturbance, permitting, and all other related and necessary activities.

ARTICLE 5

TERM OF AGREEMENT

The term of this Agreement is for twelve (12) months commencing July 1, 2019 and concluding on June
30, 2020. This Agreement will automatically renew for an additional term of twelve (12) months at the
expiration of the first term. unless terminated pursuant to this Agreement. This Agreement will
automatically renew for an additional twelve (12) month term at the expiration of each term, unless
terminated pursuant to this Agreement, provided that, if not terminated earlier, this Agreement shall
terminate absolutely fifty (50) years from the start of the first term of this Agreement. This Agreement
may be amended by both Parties in writing. Any such amendment shall only be effective upon approval
by a majority vote of the City Council of the City of Rincon and the County Commission of Effingham
County. The term of this Agreement may be extended appropriately through any valid amendment to
this Agreement.

ARTICLE 6

REMEDY

A Party's sole remedy in the event of non-performance by the other Party shall be an action to compel
specific performance. The prevailing party in any such action shall be entitled to reasonable attorney's
fees and costs.

ARTICLE 7

NOTICE

Any notice required by this Agreement shall be given in writing by either Party or its attorney or Agent
herein named and shall be deemed received, and shall be effective, when (1) personally delivered, or (2)
on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt
requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties
at the address given below, or at a substitute address previously furnished to the other Party by written
notice in accordance herewith:

If to Effingham County: Tim Callanan, County Administrator

601 N. Laurel Street
ARTICLE 8
GOVERNING LAW AND VENUE
This Agreement shall be governed by the laws of the State of Georgia, and proper venue for any actions arising out of this Agreement shall be in the Superior Court of Effingham County.

ARTICLE 9
MISCELLANEOUS
9.1 NON-WAIVER. Any Party’s failure to seek redress for a violation or to insist upon strict performance of any Agreement provision will not prevent a subsequent act, which would originally have constituted a violation, from having the effect of an original violation.

9.2 COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) Agreement.

9.3 GENDER AND NUMBER. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

9.4 COMPLETE AGREEMENT. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all Parties.

9.5 TIME OF ESSENCE. Time is of the essence of this Agreement.

9.6 NON-ASSIGNABILITY. Neither Party shall assign any of the obligations or benefits of this Agreement.

9.7 AUTHORITY TO CONTRACT. Each Party declares that it has obtained all necessary approvals of its governing authority to execute and bind the Party to the terms of this Agreement. Ratification of the Agreement by a majority of the governing authority shall be authority for the chairman or mayor (as applicable) to execute on behalf of the governing authority but shall not preclude execution by the full board or council (as applicable).
9.8 NO THIRD PARTY RIGHTS. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

9.9 FORCE MAJEURE. Neither Party shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion.

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers on the day and year first above written.

THE CITY OF RINCON, GEORGIA
By: 

Ken Lee

Its: Mayor

Attest: 

Its: City Clerk

Approved as to form by the City Attorney:

J. Raymond Dickey
BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: 

Wesley Corbitt

Its: Chairman

Attest: 

Stephanie Johnson

Its: Clerk
BACKGROUND: The Effingham County Development Authority is issuing a $5 million revenue bond on behalf of the County to finance the construction of the new gym at Clarence Morgan Park. The security behind the revenue bond is the lease contract whereby the County will deed the property over to the Authority and the Authority will use the proceeds of the bond to construct the project (the documents provide that the County will act as agent of the Authority and handle the construction). The County over the term of the financing will lease the facility and provide the payments necessary to service the debt on the bond. Once the bond is retired the facility can be deeded back to the County. It is similar to what the County has done in the past with ACCG for facilities with an installment sale. The County acquires the property back over the term of the financing.

FACTS AND FINDINGS:
1. The Development Authority will approve the resolution at their meeting on January 8th (tomorrow).

ALTERNATIVES:
1. Approve Bond Resolution with Effingham County Industrial Development Authority.
2. Do not approve the Bond Resolution with Effingham County Industrial Development Authority.
3. Provide Staff with Direction.

FUNDING: SPLOST.

POLICY ANALYSIS: It is the policy of the Board of Commissioners to review each request on its merit and to help various agencies where appropriate.

RECOMMENDATION: Adopt Alternative 1.

DOCUMENTS ATTACHED:
1. Bond Resolution with Effingham County Industrial Development Authority
STAFF REPORT

COMMISSIONER’S MEETING DATE: 1/7/20
DATE: 12/30/19
TO: County Commissioners
FROM: Tim Callanan – County Manager
ISSUE: Consideration to approve Bond Resolution with Effingham County Industrial Development Authority for $5,000,000 for costs associated with the construction of a gymnasium at Clarence E Morgan Park.

BACKGROUND: The Effingham County Development Authority is issuing a $5 million revenue bond on behalf of the County to finance the construction of the new gym at Clarence Morgan Park. The security behind the revenue bond is the lease contract whereby the County will deed the property over to the Authority and the Authority will use the proceeds of the bond to construct the project (the documents provide that the County will act as agent of the Authority and handle the construction). The County over the term of the financing will lease the facility and provide the payments necessary to service the debt on the bond. Once the bond is retired the facility can be deeded back to the County. It is similar to what the County has done in the past with ACCG for facilities with an installment sale. The County acquires the property back over the term of the financing.

FACTS AND FINDINGS:
1. The Development Authority will approve the resolution at their meeting on January 8th (tomorrow).

ALTERNATIVES:
1. Approve Bond Resolution with Effingham County Industrial Development Authority.
2. Do not approve the Bond Resolution with Effingham County Industrial Development Authority.
3. Provide Staff with Direction.

FUNDING: SPLOST.

POLICY ANALYSIS: It is the policy of the Board of Commissioners to review each request on its merit and to help various agencies where appropriate.

RECOMMENDATION: Adopt Alternative 1.

DOCUMENTS ATTACHED:
1. Bond Resolution with Effingham County Industrial Development Authority
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA (THE “COUNTY”), AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL LEASE CONTRACT BETWEEN THE COUNTY AND THE EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO SECURE PAYMENT OF THE AUTHORITY’S REVENUE BOND (EFFINGHAM COUNTY PROJECT), SERIES 2020, IN THE PRINCIPAL AMOUNT OF $5,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE, IN WHOLE OR IN PART, THE REIMBURSEMENT AND FINANCING COSTS ASSOCIATED WITH THE CONSTRUCTION OF A NEW 27,000 SQUARE FOOT RECREATIONAL GYMNASIUM AND RELATED SITE WORK; AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Effingham County, the governing body of Effingham County, Georgia (the “County”), has requested the Effingham County Industrial Development Authority (the “Authority”) provide funds to reimburse the County and to finance the costs associated with construction of a new 27,000 square foot recreational gymnasium and related site work (the “Project”), pursuant to an intergovernmental lease contract between the Authority and the County (the “Lease”), to be dated as of the date of issuance and delivery of the Bond, herein defined; and

WHEREAS, the Authority was created pursuant to an amendment to the Constitution of the State of Georgia contained in Georgia Laws 1968, p. 1733 et seq., and was continued in force by an act of the General Assembly of Georgia contained in Georgia Laws 1986, p. 3886 et seq. (the “Act”) which authorizes the Authority to construct, repair, remodel, extend, improve, equip, and operate lands, properties, and improvements for development, expansion, and promotion of industry, commerce, and natural resources, to manage projects, self-liquidating or otherwise, and to enter into contracts with the County for its purposes; and

WHEREAS, under the Act, the Authority is authorized to provide for the issuance of its revenue bond for the purpose of paying all or any part of the cost of one or more projects; and

WHEREAS, pursuant to a Bond Resolution adopted by the Authority on January 8, 2020, the Authority proposes to issue its EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BOND (EFFINGHAM COUNTY PROJECT), SERIES 2020 (the “Bond”), as a single-instrument bond in the principal amount of $5,000,000, for the purpose of financing, in whole or in part, the costs of the Project and the costs of issuance of the Bond; and

WHEREAS, the Bond shall be issued in the principal amount of $5,000,000, shall bear interest at the rate of 2.16% per annum, calculated on the basis of a 360-day year of twelve 30-day months, payable on June 1 and December 1 in each year (each an “Interest Payment Date”), beginning June 1, 2020, subject to scheduled mandatory redemption on each June 1, and shall mature and be paid in full on June 1, 2034; and

WHEREAS, under the terms of the Lease, the County will make payments to the Authority sufficient to pay when due the principal of and interest on the Bond.
NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Authorization of Lease. The execution, delivery, and performance of the Lease by and between the Authority and the County, relating to the Bond as to principal amount, interest rate, and maturity set forth above, be and the same are hereby authorized and approved. The Lease shall be in substantially the form presented to this meeting, and subject to such changes, insertions, or omissions as may be approved by the Chairman of the Board of Commissioners, and the execution of the Lease by the Chairman and the attestation of the same by the County Clerk as hereby authorized shall be conclusive evidence of such approval.

Section 2. Authorization for Validation of Bond. In order to carry out the issuance of the Bond, the Bond must be validated through the Superior Court of Effingham County and the County will be made a party defendant to the validation proceedings. The Chairman is hereby authorized to acknowledge service of the validation petition and to file an answer in said proceedings.

Section 3. General Authorization. From and after the execution and delivery of the documents hereinabove authorized and approved, the proper officials of the County are hereby authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all other actions and execute and deliver any and all other documents as may be necessary in the issuance of the Bond and the execution and delivery of the Lease and all other documents authorized hereby.

Section 4. Approval of Acts. All acts and doings of the officials of the County which are in conformity with the purposes and intents of this resolution and furtherance of the issuance of the Bond and the execution, delivery, and performance of the Lease and all other documents authorized hereby shall be, and the same hereby are, in all respects approved and confirmed.

ADOPTED this January 8, 2020.

EFFINGHAM COUNTY, GEORGIA

By: ______________________________________
Chairman
Board of Commissioners

(S E A L)

Attest: ___________________________________
County Clerk
COUNTY CLERK’S CERTIFICATE

I, the undersigned County Clerk of Effingham County, Georgia (the “County”), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Board of Commissioners of Effingham County in meeting assembled on January 8, 2020, the original of which resolution has been entered in the official records of the County under my supervision and is in my official possession, custody, and control.

I further certify that said meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

Given under my hand and seal of the County on this 8th day of January, 2020.

(S E A L)

County Clerk
BOND RESOLUTION

A RESOLUTION OF THE EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY ADOPTED PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA TO PROVIDE FOR THE ISSUANCE OF $5,000,000 IN PRINCIPAL AMOUNT OF THE EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BOND (EFFINGHAM COUNTY PROJECT), SERIES 2020 (THE “SERIES 2020 BOND”), PAYABLE FROM THE FUNDS HEREIN PROVIDED FROM THE OWNERSHIP AND LEASING OF CERTAIN PROPERTY LOCATED WITH EFFINGHAM COUNTY; TO FINANCE, IN WHOLE OR IN PART, THE REIMBURSEMENT AND FINANCING COSTS ASSOCIATED WITH THE ACQUISITION AND CONSTRUCTION OF A CERTAIN RECREATION PROJECT; TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL LEASE CONTRACT TO PROVIDE REVENUES AND SECURITY FOR PAYMENT OF THE SERIES 2020 BOND HEREBY AUTHORIZED; TO PROVIDE FOR THE CREATION OF CERTAIN FUNDS TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2020 BOND; TO PROVIDE FOR THE REMEDIES OF THE OWNER OF THE SERIES 2020 BOND; AND FOR OTHER PURPOSES.
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Exhibit A: Form of Intergovernmental Lease Contract
PREAMBLE

1. The Constitution of the State of Georgia, Article IX, Section III, Paragraph I(a), provides that:

   [A]ny county, municipality, school district or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provisions of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

2. The Effingham County Industrial Development Authority (the “Authority”) was created pursuant to an amendment to the Constitution of the State of Georgia contained in Georgia Laws 1968, p. 1733 et seq., and was continued in force by an act of the General Assembly of Georgia contained in Georgia Laws 1986, p. 3886 et seq. (the “Act”), which authorizes the Authority to construct, repair, remodel, extend, improve, equip, and operate lands, properties, and improvements for development, expansion, and promotion of industry, commerce, and natural resources, to manage projects, self-liquidating or otherwise, and to enter into contracts with Effingham County (the “County”) for its purposes.

3. The County and the Authority are each a “governmental body” as defined by the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, as amended (the “Revenue Bond Law”), and are authorized to finance any revenue “undertaking” described therein and to issue revenue bonds to finance or refinance the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any undertaking.

4. The County has requested that the Authority issue its revenue bond to provide funds to reimburse the County and to finance the costs associated with construction of a new 27,000 square foot recreational gymnasium and related site work (the “Project”). Surveys, plans, and specifications for the Project and estimated costs of the Project are on file in the offices of the County and by this reference thereto are incorporated herein and made a part hereof as fully as if set forth herein in their entirety. The County and the Authority have determined that the Project will promote the public good and general welfare of the citizens of the County and is an undertaking as provided by the Revenue Bond Law.

5. The Authority has determined that the most feasible method of raising the funds required to pay, in whole or in part, the costs of the Project is by the issuance of its EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BOND (EFFINGHAM COUNTY PROJECT), SERIES 2020 (the “Bond” or the “Series 2020 Bond”), as a single-instrument bond in the principal amount of $5,000,000.

6. Payment of the Series 2020 Bond will be secured under the provisions of an intergovernmental lease contract by and between the Authority and the County to be dated as of the date of issuance and delivery of the Series 2020 Bond, which shall provide for payment by the County of amounts sufficient to pay the principal of and interest to become due on the Series 2020 Bond (the “Lease”).
NOW, THEREFORE, BE IT RESOLVED by the Effingham County Industrial Development Authority, legally constituted and acting as an instrumentality and a public corporation of the State of Georgia, in public meeting lawfully called and assembled, and it is hereby resolved by authority of the same, for and in consideration of the foregoing and other valuable consideration, that:
ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Certain Terms. In addition to the words and terms elsewhere defined in this Resolution, the following words and terms used herein shall have the following meanings:

“Act” means an amendment to the Constitution of the State of Georgia contained in Georgia Laws 1968, p. 1733 et seq., and was continued in force by an act of the General Assembly of Georgia contained in Georgia Laws 1986, p. 3886 et seq.

“Authority” means the Effingham County Industrial Development Authority and its successors.

“Authorized County Representative” means the person or persons at the time designated to act on behalf of the County by written certificate furnished to the Authority, containing the specimen signature of each such person, signed on behalf of the County by the Chairman of the Board of Commissioners and attested by the County Clerk.

“Bank” means ZMFU II, Inc., a wholly owned subsidiary of Zions Bancorporation, NA, as Registered Owner of the Series 2020 Bond.

“Board of Commissioners” means the Board of Commissioners of Effingham County, the governing body of the County, and any successor or successors in office to said governing body, or any person, body, or authority to whom or to which may hereafter be delegated by law the duties, powers, authority, obligations, or liabilities of the present body, either in whole or in relation to the Lease.

“Bond Date” means the date of issuance and delivery.

“Bond Registrar” means the Secretary of the Authority or such bank or trust company hereafter so designated by the Authority upon the request of the County.

“Bondowner,” “Owner,” or “Registered Owner” means the registered owner of any of the Bonds or its assigns.

“Bond” or “Series 2020 Bond” means the EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BOND (EFFINGHAM COUNTY PROJECT), SERIES 2020.


“Construction Fund” means the EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY CONSTRUCTION FUND 2020 created in Section 403 of this Resolution.

“Construction Fund Custodian” means ________________.

“County,” “Effingham County,” or “Lessee,” means Effingham County, Georgia, a political subdivision of the State of Georgia.
“Fiscal Year” means the fiscal year of the Authority, which at the time of the adoption of this Resolution is July 1 of each year through June 30 of the following year.

“Interest Payment Date” shall have the meaning given such term in Section 203 hereof.

“Lease” means the intergovernmental lease contract dated as of the date of the Series 2020 Bond, between the Authority and the County, described in paragraph 7 of the Preamble, the form of which is attached to and made a part of this Resolution as Exhibit A.

“Lease Payments” means the Lease payments by the County described in Article V of the Lease.


“Outstanding” means the total principal amount of the Bond that is outstanding under this Resolution less any repayments of principal which have been made as of the date of determination.

“Paying Agent” means the Secretary of the Authority or such bank or trust company as hereafter designated by the Authority upon the request of the County.

“Project” means the costs associated with construction of a new 27,000 square foot recreational gymnasium and related site work, as more specifically described and defined in the plans and specifications therefore on file in the offices of the County, as the same may be hereafter amended, which are incorporated herein by this reference.

“Resolution” means this bond resolution, including any supplements or amendments hereto.

“Sinking Fund” means the fund described in Section 502.

“Sinking Fund Custodian” means _______________________________.

“State” means the State of Georgia.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary:

(a) “herein,” “hereby,” “hereunder,” “hereof,” “herein-before,” “hereinafter,” and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used.

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this Resolution;
(d) The titles preceding each Section of this Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution.

[END OF ARTICLE I]
ARTICLE II
AUTHORIZATION, TERMS,
AND FORM OF SERIES 2020 BOND

Section 201. **Series 2020 Bond Authorized.** There is hereby authorized to be issued for the purposes aforesaid pursuant to the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 *et seq.*, the Constitution of the State of Georgia, the general laws of the State of Georgia, the laws of the State of Georgia relating to the Authority, and this resolution (the “Resolution”), a revenue bond designated *EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BOND (EFFINGHAM COUNTY PROJECT), SERIES 2020*, and all the covenants, agreements, and provisions of this Resolution shall be for the benefit and security of the owner of the Series 2020 Bond. The Series 2020 Bond shall be initially issued as a single-instrument bond and sold to ZMFU II, Inc., a wholly owned subsidiary of Zions Bancorporation, NA, for a purchase price of 100% of the principal amount of the Series 2020 Bond.

Section 202. **Date, Series Designation, and Interest Rate.**

(a) The Series 2020 Bond shall be issued as a single-instrument bond in the principal amount of $5,000,000. The Series 2020 Bond shall be dated the date of its issuance and delivery (the “Bond Date”), in fully-registered form, without coupons, and will be numbered R-1.

(b) The outstanding principal amount of the Series 2020 Bond shall bear interest at the fixed rate of 2.16% per annum, calculated on the basis of a 360-day year of twelve 30-day months.

Section 203. **Payment of Principal and Interest.** The Series 2020 Bond shall be payable on June 1 and December 1 (each an “Interest Payment Date”), in each year, beginning June 1, 2020, and shall mature and be paid on June 1, 2034, subject to scheduled mandatory redemption on June 1 of each year as follows:

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<th>Principal Amount</th>
<th>Maturity Date</th>
<th>Principal Amount</th>
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<td>2027</td>
<td>327,000</td>
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</table>
Section 204. Execution of Series 2020 Bond.

(a) The Series 2020 Bond shall be executed with the manually executed signature of the Chairman or Vice Chairman of the Authority with the official seal of the Authority impressed thereon and attested by the manually executed signature of the Secretary or Assistant Secretary of the Authority. The Series 2020 Bond will be issued in fully-registered form.

(b) In case any officer whose signature shall appear on the Series 2020 Bond shall cease to be such officer before delivery of the Series 2020 Bond, such signature, nevertheless, shall be valid and sufficient for all purposes the same as if such officer had remained in office until delivery, and the Series 2020 Bond may, nevertheless, be issued and delivered as though the person whose signature appears on the Series 2020 Bond had not ceased to be such officer.

Section 205. Mutilated, Lost, Stolen, or Destroyed Series 2020 Bond. In the event the Series 2020 Bond is mutilated, lost, stolen, or destroyed, the Authority shall execute and deliver a new Series 2020 Bond of like tenor as that mutilated, lost, stolen, or destroyed, provided that in the case of any such mutilated Series 2020 Bond, such Series 2020 Bond is first surrendered to the Bond Registrar and, in the case of any such lost, stolen, or destroyed Series 2020 Bond, there is first furnished evidence of such loss, theft, or destruction satisfactory to the Authority and the Bond Registrar, together with indemnity satisfactory to the Authority and the Bond Registrar. No service charge shall be made for any such transaction, but a charge may be made to cover any actual expense incurred.

Section 206. Ownership of the Series 2020 Bond. The Authority may deem and treat the registered owner of the Series 2020 Bond as the absolute owner of the Series 2020 Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all other purposes.

Section 207. Validation Certificate. A duly executed validation certificate of the Clerk of Superior Court of Effingham County, State of Georgia, signed with the manually-executed signature of such Clerk, shall be endorsed on the Series 2020 Bond and shall be essential to its validity.

Section 208. Bond Registrar.

(a) The Secretary of the Authority will be the registrar and transfer agent for the Series 2020 Bond and will keep proper registry and transfer records including a Bond Registration Book. Upon presentation of the Series 2020 Bond for registration or transfer, the fact of such registration or transfer shall be noted on the Series 2020 Bond and attested by the signature of the Bond Registrar. No such registration or transfer shall be valid unless made at the office of the Bond Registrar, noted on the Series 2020 Bond, and attested by the signature of the Bond Registrar. The Bond Registrar shall not be required to register or transfer the Series 2020 Bond during the period of 10 days next preceding any Interest Payment Date or the stated maturity date thereof.

(b) The Bond Registration Book shall show the date of registration and the name and address of the person in whose name the Series 2020 Bond is registered. The latest chronological date of registration of the Series 2020 Bond, as the same shall appear in the Bond Registration Book, shall be conclusive as to the name and address of the registered owner for all purposes.
(c) The Series 2020 Bond shall be transferable only if presented for transfer by the registered owner, in person or by such owner’s attorney, to the Secretary of the Authority, as Bond Registrar. The Bond shall bear an endorsement by the Bond Registrar of transfer to the new owner so as to enable the Bond Registrar to enter the name and address of the new owner in the Bond Registration Book.

Section 209. Place of Payment. The principal of and the interest on the Series 2020 Bond shall be payable at such place as may be designated by the registered owner and shall be payable in lawful money of the United States of America.

Section 210. Form of Series 2020 Bond. The Series 2020 Bond and the validation certificate and provisions for registration thereon shall be in substantially the following terms and form, with such variations, omissions, and insertions as may be required to complete properly the Series 2020 Bond and as may be approved by the officer or officers executing the Series 2020 Bond manually, which approval shall be conclusively evidenced by such execution:
This Bond shall not be transferred if such transfer would void the exemption contained in Securities and Exchange Commission Rule 15c2-12(d)(1)(i), from the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) or any similar rules or statutes in effect at the time of such transfer.

No. R-1

UNITED STATES OF AMERICA
STATE OF GEORGIA

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
REVENUE BOND (EFFINGHAM COUNTY PROJECT), SERIES 2020

Final Maturity Date: June 1, 2034
Principal Amount: $5,000,000
Interest Rate: 2.16%
Bond Date: [Date of Issuance]
Registered Owner: ZMFU II, Inc.

The Effingham County Industrial Development Authority (the “Authority”), an instrumentality and a public corporation of the State of Georgia, created by an act of the General Assembly of the State of Georgia, Ga. L. 1968, p. 1733 et seq., continued in force by an act of the General Assembly of Georgia contained in Georgia Laws 1986, p. 3886 et seq. (the “Act”), for value received, hereby promises to pay, solely from funds provided therefor as hereinafter set forth, to the registered owner named above or its registered assigns, the principal amount specified above, together with interest on the outstanding principal amount of this Bond from the date hereof at the interest rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable on June 1 and December 1 in each year (each an “Interest Payment Date”), beginning June 1, 2020, subject to scheduled mandatory redemption on June 1 of each year as follows:

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<tr>
<th>Maturity Date</th>
<th>Principal Amount</th>
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<tr>
<td>2020</td>
<td>$352,000</td>
<td>2028</td>
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<td>2021</td>
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<td>320,000</td>
<td>2034</td>
<td>380,000</td>
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<td>2027</td>
<td>327,000</td>
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The principal and interest shall be payable in lawful money of the United States of America at such place as may be designated by the registered owner. The final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on the Final Maturity Date shown above.

This Bond is the duly authorized bond designated the Effingham County Industrial Development Authority Revenue Bond (Effingham County Project), Series 2020, in the principal amount of $5,000,000 (this “Bond”). This Bond is being issued to provide funds needed to reimburse and finance the costs, in whole or in part, a new 27,000 square foot recreational gymnasium and related site work (the “Project”) and the fees and expenses to be incurred in connection with the issuance of this Bond. This Bond is being issued pursuant to authority of and in accordance with the provisions of the Constitution of the State of Georgia, the Revenue Bond Law of Georgia, and the laws of the State of Georgia relating to the Authority, and was duly authorized by a bond resolution (the “Resolution”) adopted by the Authority on January 8, 2020.

The payment of this Bond and the accrued interest thereon is secured by a first and prior pledge of and charge or lien on the revenues to be paid by Effingham County, Georgia (the “County”), in consideration for the use of the Project pursuant to the terms of an intergovernmental lease contract between the Authority and the County dated the date of this Bond (the “Lease”), pursuant to the powers and authority therefor provided by the Constitution and laws of the State of Georgia. The Lease provides for the payment by the County to the Authority or to its assignee for the account of the Authority, of the amounts provided in the Lease sufficient to pay the principal of and interest due on this Bond on each Interest Payment Date and to pay other expenses authorized thereby to be incurred.

This Bond shall not constitute a debt or a pledge of the faith and credit of the State of Georgia or the County, but shall be payable solely from the rentals, revenue, earnings, and funds of the Authority provided in the Lease and the Resolution, and the issuance of this Bond shall not directly, indirectly, or contingently obligate the State of Georgia or the County to levy or pledge any form of taxation whatever for the payment hereof. No owner of this Bond shall have the right to enforce the payment hereof against any property of the State of Georgia or the County, nor shall this Bond constitute a charge, lien, or encumbrance, legal or equitable, upon any such property; provided, however, that in accordance with the provisions of the Constitution and laws of the State of Georgia, the obligation of the County to make the payments it has contracted to make by the provisions of the Lease shall constitute a general obligation and a pledge of the full faith and credit of the County, and the obligation which the County has undertaken to make such payments from taxes to be levied for that purpose is a mandatory obligation to levy and collect such taxes from year to year in amount sufficient to fulfill and fully comply with the terms of such obligation. No recourse shall be had for the payment of the principal of or the interest on this Bond against any officer, director, or member of the Authority. The Authority has no taxing power.

As provided in the Resolution, this Bond is a limited obligation of the Authority. There are pledged under the Resolution and assigned for the payment of the principal of and interest on this Bond, in accordance with the terms and provisions of the Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms
and conditions set forth in the Resolution, (i) the Lease, including the revenues and other receipts of the Authority derived from the Lease; (ii) the funds established by the Resolution, including the investments, if any, thereof; and (iii) certain insurance proceeds and condemnation awards payable to the Sinking Fund (hereinafter defined) in accordance with the Lease. Copies of the Resolution and the Lease are on file at the offices of the Authority and the offices of the County.

Reference to the Resolution and the Lease is hereby made for a complete description of the funds charged with and pledged to the payment of the principal of and interest on this Bond, a complete description of the nature and extent of the security provided for the payment of this Bond, a statement of the rights, duties, and obligations of the Authority, and the rights of the owners of this Bond, to all the provisions of which the owner hereof, by the acceptance of this Bond, assents.

The pledge of and the charge or lien on the revenue to be derived from the ownership and availability of the Project to secure the payment of this Bond and the interest thereon is a first and prior pledge of and charge or lien on such revenue, and the Lease provides that the portion of such revenue paid in the form of Lease Payments, described in the Resolution, shall be deposited directly by the County into a special fund, designated the Effingham County Industrial Development Authority Sinking Fund 2020 (the “Sinking Fund”), in amounts sufficient to pay the principal of and interest on this Bond as such principal and accrued interest shall become due and be payable, and the Sinking Fund, by the provisions of the Resolution, is pledged to and charged with the payment of the principal of and interest on this Bond.

This Bond is subject to prepayment at any time, either in whole or in part, at the option of the Authority, upon the direction of the County, at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date.

This Bond is issued with the intent that the laws of the State of Georgia shall govern its construction, and, in case of default, the owner hereof shall be entitled to the remedies provided by the Resolution and by all applicable laws.

It is hereby recited and certified that all acts, conditions, and things required to exist, happen, or be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due and legal time, form, and manner as required by law and that provision has been made for the allocation of the anticipated revenue and receipts to be derived from the use of the Project in amounts sufficient to pay the principal of and the interest on this Bond as the same shall become due and that said funds are irrevocably allocated and pledged to the payment of this Bond and the interest thereon.
IN WITNESS WHEREOF, the Effingham County Industrial Development Authority has caused this Bond to be executed with the manual signature of its Chairman or Vice Chairman, and has caused its corporate seal to be hereunto impressed and attested with the manual signature of its Secretary or Assistant Secretary, as of the date first above written.

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

(S E A L) By: (FORM)________________________
Chairman

Attest: (FORM)________________________
Secretary

STATE OF GEORGIA )
) VALIDATION CERTIFICATE
EFFINGHAM COUNTY )

I, the undersigned Clerk of Superior Court of Effingham County, State of Georgia, keeper of the records and seal thereof, hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Effingham County, Georgia, on ____________, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed the seal of the Superior Court of Effingham County, Georgia.

(S E A L) (FORM)
Clerk of Superior Court
Effingham County, Georgia

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CERTIFICATE OF REGISTRATION

This Bond shall be registered in the name of the owner as to both principal and interest on books to be kept for that purpose by the Secretary of the Effingham County Industrial Development Authority, as registrar, and the registrar shall make proper notation in the registration blank below that this Bond is so registered, after which the registrar shall pay all principal and interest installments as the same shall mature hereon only to the registered owner, with the final payment of principal and interest to be made only upon surrender of this Bond for cancellation, and no transfer hereof shall then be valid unless made on the registrar’s books by authority of the registered owner or said owner’s attorney duly authorized in writing and similarly noted in the registration blank below. The registrar shall not be required to register this Bond during the period of ten days next preceding any interest or principal and interest payment dates hereof.

(No writing shall be entered on this Bond except by the above designated registrar.)

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<tr>
<th>Date of Registration</th>
<th>Name and Address of Registered Owner</th>
<th>Signature of Registrar</th>
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[END OF BOND FORM]

[END OF ARTICLE II]
ARTICLE III

PREPAYMENT OF SERIES 2020 BOND

Section 301. Prepayment of Series 2020 Bond.

(a) The principal of the Series 2020 Bond is subject to prepayment at any time, either in whole or in part, at the option of the Authority, upon the direction of the County at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date.

(b) At least 30 days before any date upon which any such prepayment or redemption is to be made, a notice of intention so to prepay or redeem, designating the prepayment or redemption date and the amount of the Series 2020 Bond to be prepaid or redeemed, signed by the Secretary or Assistant Secretary of the Authority, shall be mailed, postage prepaid, to the registered owner of the Series 2020 Bond to be prepaid or redeemed at the address of such registered owner as the same shall appear upon the books of registration.

Section 302. No Interest After Prepayment. Notice of prepayment having been given in the manner and under the terms and conditions hereinabove provided, the Series 2020 Bond shall, on the prepayment date designated in such notice, become and be due and payable to the extent of the principal amount to be prepaid and interest on such amount shall, after the giving of such notice, cease to accrue from and after the date fixed for prepayment unless default shall be made in prepayment upon presentation of said Series 2020 Bond. Any such prepayment in part shall not affect, prior to the payment of the entire principal balance, the amount or payment date of any Interest Payment Date, but shall be applied against the principal portion of the installments last due, which may shorten the final maturity of the Series 2020 Bond.

[END OF ARTICLE III]
ARTICLE IV

APPLICATION OF SERIES 2020 BOND PROCEEDS; CONSTRUCTION FUND

Section 401. Application of Proceeds of Bond. The proceeds derived from the sale of the Series 2020 Bond shall be applied by the Authority concurrently with the delivery of the Series 2020 Bond to the initial purchaser thereof as follows:

(a) To the extent not paid or reimbursed by the purchaser of the Series 2020 Bond, all costs and expenses in connection with the issuance and sale of the Series 2020 Bond, including without limitation the fees and expenses of accountants, attorneys, and underwriters or financial advisors, shall be paid by the Authority to those persons who shall be entitled to receive the same. In connection with the payment of such costs and expenses, the same may be deposited in and paid from the Construction Fund or the Authority may establish with the Construction Fund Custodian or Paying Agent a costs of issuance account from which to make such payments. After all costs and expenses of issuance have been paid, any amount remaining in a costs of issuance account shall be deposited by the Authority to the Construction Fund.

(b) All costs of the Project which were incurred by the Authority or the County prior to issuance of the Series 2020 Bond, which costs may be reimbursed from Series 2020 Bond proceeds, shall be paid to the Authority or the County in compliance with Treasury Regulation § 1.150-2.

(c) The balance of the proceeds from the sale of the Series 2020 Bond shall be deposited in the Construction Fund.

Section 402. Acquisition, Construction, and Equipping of the Project. The Authority will accept the transfer from the County or such other subordinate authority or entity of the County which may hold title, easements, or rights of use or possession to any property comprising the Project and not previously conveyed pursuant to one or more deeds, and the County, as Lessee, through the Authorized County Representative, will proceed with the acquisition, construction, and equipping of the Project, substantially in accordance with recommendations, plans, and specifications prepared for and on file with the County and the Authority.

The Authority may also acquire such construction easements as may be required for construction of portions or phases of the Project. All or a portion of the property, or interests therein, comprising parts of the Project may be acquired by the Authority with proceeds of the Series 2020 Bond subsequent to execution of the Lease and the issuance and delivery of the Series 2020 Bond. Any such portion of the Project acquired with proceeds of the Series 2020 Bond, subsequent to the execution of the Lease, shall immediately become subject to the provisions thereof, and the Authority and the County will take such actions as are necessary to amend such Lease to reflect the inclusion of such property under the provisions thereof.

Section 403. Creation of Construction Fund. A construction fund is hereby authorized to be created prior to the issuance of the Series 2020 Bond, designated the Effingham County Industrial Development Authority Construction Fund 2020 (the
There shall be deposited to the credit of the Construction Fund the amount of the proceeds from the sale of the Series 2020 Bond as specified in Section 401 and any other funds acquired by gift, donation, grant, or otherwise for the acquisition and installation of the Project, and any additional funds which may be required to be furnished by the Authority or the County. Any proceeds of insurance maintained pursuant to Article VI of the Lease which are received by the Authority or the County, and sums received by reason of performance bonds with respect to any portions of the Project shall be paid into the Construction Fund. Such money as deposited in the Construction Fund shall be held by the Construction Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in this Article, and the Authorized County Representative will not cause or permit to be paid therefrom any sums except in accordance herewith; provided, however, that any money in the Construction Fund not needed at the time for the payment of current obligations during the course of the acquisition and the installation of the Project, upon direction of the Authorized County Representative, may be invested and reinvested by the Construction Fund Custodian in such investments as are set forth in Section 605 of this Resolution. Any such investments shall mature not later than such times as shall be necessary to provide money when needed for payments to be made from the Construction Fund, and shall be held shall be held by the Custodian for the account of the Construction Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom, shall be immediately deposited by said Custodian in the Construction Fund and shall be disposed of in the manner and for the purposes hereinafter provided or permitted.

**Section 404. Disbursements for Acquisition, Construction, and Equipping of the Project.** All payments from the Construction Fund shall be made upon checks signed by the Authorized County Representative, but before such officer shall sign any such checks (other than checks issued in payment for the costs incident to the issuance of the Bond and costs incurred and to be reimbursed in accordance with Section 401(b)), there shall be filed with the Bank, as Construction Fund custodian, the following:

(i) a requisition for such payment (the above-mentioned checks may be deemed requisitions for the purpose of this Section), stating each amount to be paid and the name of the person, firm, or corporation to whom payment thereof is due;

(ii) a certificate attached to the requisition wherein the Authorized County Representative certifies:

(1) that an obligation in the stated amount has been incurred by the County and that the same is a proper charge against the Construction Fund and has not been paid, and stating that the bill, invoice, or statement of account for such obligation or a copy thereof is on file in the office of the Authorized County Representative; and

(2) that the Authorized County Representative has no notice of any vendor’s, mechanic’s, or other liens or rights to liens, chattel mortgages, or conditional sales contracts which should be satisfied or discharged before such payment is made; and
(iii) that such requisition contains no item representing payment on account or any retained percentages which the County is, at the date of such certificate, entitled to retain; and

(iv) that insofar as such obligation was incurred for work, material, supplies, or equipment in connection with the Project, such work was actually performed or such material, supplies, or equipment was actually installed in or about the construction or delivered at the site of the work for that purpose.

(c) From and after the initial disbursements from the Construction Fund as approved by the Authorized County Representative, the Authority will cause the County, which by the provisions of the Lease has been and hereby is designated as the agent of the Authority for such purpose, to complete, on behalf of the Authority and the County, the acquisition, construction, and equipping of the Project, including the acquisition or property, rights-of-way and easements, as soon as may be practicable, delays incident to strikes, riots, acts of God and the public enemy, and similar acts beyond the reasonable control of the Authority and the County only excepted. The Authorized County Representative shall promptly pay all expenses incurred in and about such acquisition, construction, and equipping of the Project, and shall make disbursements from the appropriate fund or account within the Construction Fund for all such costs on the requisition of the County. No provisions of this Resolution shall be construed as prohibiting the County from proceeding with the acquisition or condemnation of property, rights-of-way and easements, and the acquisition and installation of equipment and other facilities comprising the Project in its name or from subsequently selling or otherwise transferring such property or rights in property to the Authority.

Section 405. Lien on Construction Fund for Series 2020 Bondowner. All proceeds held in the Construction Fund or obligations held for such fund shall be subject to a lien or charge in favor of the owner of the Series 2020 Bond and shall be held for the future security of such owners until paid out as herein provided.

Section 406. Balance of Bond Proceeds. When that portion of the Project to be funded into the proceeds of the Bond shall have been completed, the Authorized County Representative shall file with the Bond Registrar, Paying Agent, and Construction Fund Custodian a certificate of completion, and should there then be remaining any balance of the proceeds from the sale of the Series 2020 Bond, such balance, at the option of the County, may be used to pay for additional improvements, equipment, or other facilities relating to the Project or be deposited in the Sinking Fund and used, to the extent practicable and feasible, for the payment, purchase, and retirement of Series 2020 Bond.

[END OF ARTICLE IV]
ARTICLE V

SINKING FUND; DEFEASANCE

Section 501. Bond as a Limited Obligation. The Series 2020 Bond is a limited obligation of the Authority payable solely from the special funds and accounts established under this Resolution derived from proceeds received from the sale of the Series 2020 Bond and from the revenue, rents, and other amounts received by the Authority under the Lease. The Bond shall not constitute a debt or a pledge of the faith and credit of the State of Georgia, the County, or the Authority, but shall be payable solely from the rentals, revenue, earnings, and funds of the Authority provided in the Lease and this Resolution, and the issuance of the Bond shall not directly, indirectly, or contingently obligate the State of Georgia or the County to levy or pledge any form of taxation whatever for the payment thereof. No owner of the Bond shall have the right to enforce the payment thereof against any property of the State of Georgia or the County, nor shall the Bond constitute a charge, lien, or encumbrance, legal or equitable, upon any such property; provided, however, that in accordance with the provisions of the Constitution and laws of the State of Georgia, the obligation of the County to make the payments it has contracted to make by the provisions of the Lease shall constitute a general obligation and a pledge of the full faith and credit of the County, and the obligation which the County has undertaken to make such payments from taxes to be levied for that purpose is a mandatory obligation to levy and collect such taxes from year to year in amount sufficient to fulfill and fully comply with the terms of such obligation.

Section 502. Sinking Fund; Lease Payments Directly to Registered Owner.

(a) There is hereby created, and the Authority will maintain for so long as any of the Bonds remain outstanding and unpaid or provision for the payment thereof has not been made in accordance with the provisions hereof, a special fund designated EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY SINKING FUND (the “Sinking Fund”), to be held by the Authority.

(b) So long as any of the principal of or interest on the Series 2020 Bond remains outstanding and unpaid, the Authority will cause to be paid by the County directly to the Sinking Fund the Lease Payments for which provision is made in the Lease for the purpose of paying the principal of and interest on the Bonds. The Sinking Fund will be used only for payment of the principal of and interest on the Bonds as the same shall become due.

(c) Nothing herein shall be construed so as to prohibit the Authority from maintaining, directly or through the Sinking Fund Custodian, a consolidated fund for the outstanding Bonds, provided that accurate and complete records are maintained at all times to show the amount within such consolidated fund credited to the Sinking Fund.

(d) Any provisions of this Resolution to the contrary notwithstanding, so long as the Series 2020 Bond is the only bond outstanding under the provisions of this Resolution, and with the consent of the Registered Owner there shall be no requirement that the Authority maintain the Sinking Fund and all Lease Payments from the County may be made directly to such Registered Owner.
Section 503. **Disbursements from Sinking Fund.** Subject to the terms and conditions of this Resolution, money in the Sinking Fund will be disbursed for (a) the payment of principal and accrued interest on the Bond as such principal and interest fall due, and (b) the prepayment of the Bond before maturity at the price and under the conditions provided therefor in Article III hereof.

Section 504. **Series 2020 Bond Constitutes First Lien.** All payments of Lease Payments due under the Lease and all money in the in the Sinking Fund are pledged to the payment of the principal of and interest on the Series 2020 Bond and shall be subject to and there is hereby created thereon a first and prior charge or lien for the purpose of paying the principal of and accrued interest on the Series 2020 Bond.

Section 505. **Pledge Binding on All Parties.** All Lease Payments so pledged shall immediately be subject to the charge or lien created in Section 504 without any physical delivery thereof or further act, and such pledge shall be valid and binding against the Authority and against all parties having claims of any kind against the Authority whether such claims shall have arisen in contract, tort, or otherwise and irrespective of whether such parties have notice thereof.

Section 506. **Priority of Series 2020 Bond Preserved.** The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a charge or lien on the revenues derived from the Lease prior to the charge or lien herein created for the payment of the Series 2020 Bond.

Section 507. **[Reserved].**

Section 508. **Bond to be Canceled on Payment.** The Bond shall be canceled when payment therefor in full is made and shall be delivered to the Authority. The Bond so canceled shall be mutilated and destroyed. A record of such mutilation and destruction shall be preserved in the records of the Authority.

Section 509. **Defeasance.**

(a) Any funds paid to or received by the Authority at any time for the purchase and retirement of Bond shall be placed in a special fund to be created by the Authority and applied to such purpose as far as possible in the same manner that funds in the Sinking Fund are applied. If and when sufficient funds are deposited in such special fund to pay the Bond in full, including interest due or to become due thereon, such deposit shall constitute payment in full of the Bond.

[END OF ARTICLE V]
ARTICLE VI

DEPOSITORIES OF FUNDS AND SECURITY FOR DEPOSITS;
AUTHORIZED INVESTMENTS

Section 601. Funds Constitute Trust Funds. All money deposited in any fund created hereby shall constitute trust funds of the Authority for which the Authority shall be responsible as trustee and will be applied in accordance with the terms hereof and for the purposes set forth herein and will not be subject to lien or attachment by any creditor of the Authority.

Section 602. Deposits in Excess of FDIC Guarantee. No money belonging to any of the funds created hereunder will be deposited or remain on deposit with any depository or custodian in an amount in excess of the amount guaranteed or insured for public bodies by the Federal Deposit Insurance Corporation or other agency of the United States of America which may succeed to the functions of said corporation unless such depository shall have pledged, for the benefit of the Authority and the owner of the Bond as collateral security for the money deposited, Government Obligations or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Board of Governors of the Federal Reserve System and under applicable Georgia law and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits and having a face or par value at least equal to the amount prescribed by applicable Georgia law.

Section 603. Designation of Bond Registrar, Paying Agent, Sinking Fund Custodian, and Construction Fund Custodian.

(a) The Secretary of the Authority is hereby designated Bond Registrar and Paying Agent for the Series 2020 Bond. ________________, is hereby designated Sinking Fund Custodian and Construction Fund Custodian.

(b) A successor Bond Registrar and Paying Agent or depository for or custodian of any fund or account may, from time to time, be designated provided such successor agrees to comply with all of the provisions of this Resolution. During such time as the Paying Agent is a bank or trust company, any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Paying Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Paying Agent may be transferred, shall, subject to the terms of this Resolution, be Paying Agent under this Resolution without further act.

Section 604. Investment of Funds.

(a) Any investments authorized herein shall be held in the respective fund until paid at maturity, redeemed, or sold, and the proceeds thereof, including interest, principal, and premium (if any), shall be immediately deposited to the credit of such fund. When a fixed amount is required to be maintained in any fund, the investments for such fund shall be valued in terms of current market value as of the last day of the Fiscal Year next preceding the determination of value. Money in each respective fund and all authorized investments held in

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and for such fund, and the income therefrom, are hereby pledged to and charged with the payments required by this Resolution to be made from such fund.

(b) The Authorized County Representative at any time and from time to time may direct any depository of or custodian for any fund to make specific investments of money on deposit in such fund in accordance with Section 605 or may provide any such depository or custodian with general and continuing authorization to invest money in any such fund in accordance with the provisions of Section 605. Any such investments shall mature no later than such times as shall be necessary to provide money when needed for payments to be made from the pertinent fund.

Section 605. Authorized Investments.

(a) Construction Fund Money. Subject to the provisions of this Resolution, money in the Construction Fund may be invested and reinvested by the custodian for such fund in any of the following investments (presently authorized by O.C.G.A. § 36-82-7), if and to the extent the same are at the time legal for investment of bond proceeds, and any other investments to the extent hereafter permitted by the applicable law of the State for the investment of bond proceeds:

1. the local government investment pool created in O.C.G.A. §36-83-8; or

2. the following securities and no others:

   A. bonds or other obligations of the issuer, or bonds or obligations of the State or other states or of counties, municipal corporations, and political subdivisions of the State;

   B. bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

   C. obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

   D. bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;
E. certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any proceeds of the Bonds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in subparagraph (B) above, obligations of the agencies and instrumentalities of the United States government included in subparagraph (C) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in subparagraph (D) above;

F. securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subparagraph (B) and (C) above and repurchase agreements fully collateralized by any such obligations;

(2) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(3) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(4) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed
only through the use of national or state banks having corporate trust powers and located within the State; and

G. interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the money so placed to be available for use at the time provided with respect to the investment or reinvestment of such money.

(b) **Sinking Fund Money.** Money in the Sinking Fund may be invested by the custodian for such fund in the following investments if and to the extent the same are at the time legal for investment of such money:

Pursuant to O.C.G.A. § 36-80-3, the Authority may invest and reinvest money subject to its control and jurisdiction in:

1. obligations of the United States and of its agencies and instrumentalities or obligations fully insured or guaranteed by the United States government or by one of its agencies;

2. bonds or certificates of indebtedness of the State and of its agencies and instrumentalities; and

3. certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured.

Pursuant to O.C.G.A. §36-83-4, the Authority may invest and reinvest money subject to its control and jurisdiction in:

1. obligations of the State or of other states;

2. obligations issued by the United States government;

3. obligations fully insured or guaranteed by the United States government or by one of its agencies;

4. obligations of any corporation of the United States government;

**Bond Resolution**
5. prime bankers’ acceptances;
6. the local government investment pool established by O.C.G.A. §36-83-8;
7. repurchase agreements; and
8. obligations of other political subdivisions of the State.

Section 606. [Reserved].

Section 607. Paying Agent. The Authority may appoint any succeeding Paying Agent for the Bond, subject to the conditions set forth in Section 608 hereof. The Paying Agent shall designate to the County and the Authority its principal office for all purposes hereof and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Authority under which the Paying Agent will agree, particularly:

(i) to hold all sums held by it for the payment of the principal of and interest on the Bond in trust for the benefit of the owner of the Bond until such sums shall be paid by it to such owner of the Bond or otherwise disposed of as herein provided;
(ii) to perform its obligations under Article II of this Resolution; and
(iii) to keep such books and records relating to its duties as Paying Agent as shall be consistent with prudent industry practice and, upon reasonable notice, to make such books and records available for inspection by the County at all reasonable times.

The County shall cause the necessary arrangements to be made and to be thereafter continued whereby:

(a) funds derived from the sources specified in this Resolution will be made available at the principal office of the Paying Agent for the timely payment of principal of and interest on the Bond;
(b) the Bond shall be made available for exchange and registration of transfer by the Paying Agent at the principal office of the Paying Agent; and
(c) the Paying Agent shall be furnished such records and other information, at such times, as shall be required to enable the Paying Agent to perform the duties and obligations imposed upon it hereunder.

Section 608. Qualifications of Paying Agent; Resignation; Removal.

(a) Unless the Secretary or Assistant Secretary of the Authority acts as Paying Agent, the Paying Agent shall be a commercial bank or national banking association with trust powers or trust company duly organized under the laws of the United States of America of any state or territory thereof having a combined capital stock, surplus, and undivided profits of at least $10,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Paying Agent may at any time resign and be discharged of the duties and obligations created
by this Resolution by giving at least 60 days’ notice to the County. The Paying Agent may be removed at any time by an instrument, signed by the Mayor of the County, filed with such Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, the Paying Agent, prior to its resignation or removal, shall deliver any money and its related books and records held by it in such capacity to its successor, or, if there be no successor, to the County.

[END OF ARTICLE VI]
ARTICLE VII

PARTICULAR COVENANTS OF THE AUTHORITY

Section 701. Pledge of Security; Payment of Bond. The Series 2020 Bond shall be a limited obligation of the Authority and the Authority will pay or cause to be paid promptly the principal of and the interest on the Bond at the place, on the dates, and in the manner herein specified according to the true intent and meaning thereof. There are hereby pledged and assigned for the payment of the principal of and interest on the Bond, subject to the provisions hereof permitting the application thereof for the purposes and on the terms and conditions set forth herein, (i) the proceeds from the sale of the Bond; (ii) the Lease, including the revenues and other receipts of the Authority derived from the Lease; (iii) the funds established by this Resolution, including the investments, if any, thereof; and (iv) any insurance proceeds and condemnation awards payable to the Sinking Fund in accordance with the provisions of the Lease. The Bond issued hereunder shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Authority other than such revenue.

Section 702. Lease Payments to be Deposited Directly to Sinking Fund. So long as the Lease shall remain in effect, the Authority covenants that it will cause the Lease Payments due under the Lease to be deposited directly to the Sinking Fund or paid directly to the Registered Owner in accordance with Section 502 hereof.

Section 703. Performance of Covenants. The Authority will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution, in the Series 2020 Bond executed and delivered hereunder, and in all proceedings pertaining thereto. The Authority is duly authorized under the Constitution and laws of the State of Georgia to issue the Series 2020 Bond and to execute the Lease and to pledge the Lease Payments paid under the Lease and other amounts hereby pledged in the manner and to the extent herein set forth. All action on the part of the Authority for the adoption of this Resolution has been duly and effectively taken, and the Series 2020 Bond in the hands of the owner thereof shall be a valid and enforceable obligation of the Authority according to the true intent and meaning thereof.

Section 704. Title and Instruments of Further Assurance. The Authority has not made, done, executed, or suffered, and will not make, do, execute, or suffer, any act or thing whereby its estate or interest in and title to any of the facilities comprising the Project, or any part thereof, is now or at any time hereafter shall or may be impaired or charged or encumbered in any manner whatsoever except as may be herein authorized. The Authority will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such instruments supplemental hereto and such further acts and instruments as may reasonably be required for the better assuring, pledging, and confirming of the pledge hereby made of the revenue derived from the Lease to the payment of the principal of and interest on the Series 2020 Bond.
Section 705. **Recording and Filing.** The Authority covenants that, solely from Lease Payments as provided in the Lease, it will cause the Lease and all supplements thereto to be kept, recorded, and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Bondowner and the rights of the Authority hereunder.

Section 706. **Transfer of Funds.** All transfers from any fund for which provision is made herein and all payments from any such fund will be made by wire transfer or by checks signed by the Authorized County Representative; provided, however, that transfers of funds for investment in accordance with Sections 604 and 605 may be made by the depository or custodian of the fund for which such investment is being made when written authorization therefor is given by the Authorized County Representative.

Section 707. **Authority Will Not Cancel Lease.** The Authority will not cancel, terminate, modify, or consent to the cancellation, termination, or modification of the Lease except as is specifically provided, authorized or contemplated therein or herein unless and until the principal of and the interest on the Bond secured by said Lease shall have been paid in full or provision for such payment shall have been made in accordance with the provisions hereof.

Section 708. **Tax Covenants.** In order to maintain the exclusion from federal gross income of interest on the Series 2020 Bond, the Authority covenants to comply with the applicable requirements of the Code and the regulations prescribed thereunder. In furtherance of this covenant, for the benefit of the owner of the Series 2020 Bond, the Authority agrees to comply with the provisions of a federal tax certificate to be executed by an authorized officer of the Authority and delivered simultaneously with the issuance and delivery of the Series 2020 Bond.

Section 709. **Exemption from Continuing Disclosure Requirements.** The Authority covenants that the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) do not apply to the Series 2020 Bond because the issuance and delivery of the Series 2020 Bond to South State Bank comply with the exemption contained in § 15c2-12(d)(1)(i) of said rule.

[END OF ARTICLE VII]
ARTICLE VIII

REMEDIES

Section 801. Events of Default. Each of the following events is hereby declared an event of default;

(a) payment by the Authority of the principal of the Bond shall not be made when the same shall become due and payable;

(b) payment by the Authority of interest on the Bond shall not be made when the same shall become due and payable;

(c) the Authority, for any reason, shall be rendered incapable of fulfilling its obligations hereunder;

(d) final judgment for the payment of money shall be rendered against the Authority, if such judgment, under any circumstances, is payable out of the revenue of the Authority derived from the ownership and leasing of the Project, or any part thereof, and any such judgment shall not be discharged within 60 days from the entry thereof or no appeal shall be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment was granted or entered in such manner so as to set aside conclusively any execution or enforcement of or levy under such judgment, order, decree, or process;

(e) the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bond or in this Resolution on its part to be performed, other than as specified in (a) or (b) above, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority by the owner of the Bond unless action to remedy such default shall have been undertaken and more than 30 days is required for its completion in which event the Authority may permit such default to remain undischarged during the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the giving of notice, unless by such action, the lien or charge hereof on any part of the revenue of the Project shall be materially endangered or the Project or the revenue therefrom or any part thereof shall be subject to loss or forfeiture, in which event, such default shall be promptly remedied; or

(g) the County shall fail to perform or observe any agreement, covenant, term, condition, or undertaking contained in the Lease resulting in a default thereunder.

Section 802. Remedies. Upon the happening and continuance of any event of default in any one of the ways specified in the preceding section, the registered owner of the Bond may proceed, subject to the provisions of Section 804, with any other right or remedy independent of or in aid of the foregoing powers such as owner may deem best, including the right to secure specific performance by the Authority of any covenant or agreement herein contained; the right to protect and enforce the rights of the owner of the Bond by suit, action, or special proceedings, in equity or at law, in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy deemed most effectual to protect and enforce such rights; the
right to the appointment, as a matter of right and without regard to the sufficiency of the security afforded hereby, of a receiver for all or any parts of the Project and the earnings, revenue, and income therefrom; and the right to enforce remedies afforded to Bondowner under the Georgia Revenue Bond Law. The rights herein specified are cumulative of all other available rights, remedies, or powers and shall not be exclusive of any.

Section 803. Termination of Proceedings. In case any proceeding taken by the owner of the Bond on account of any default shall have been discontinued or abandoned for any reason or shall have been determined adversely to such owner, then and in every such case, the Authority and the owner of the Bond shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the owner of the Bond shall continue as though no such proceedings had been taken.

Section 804. Limitation on Rights. The owner of the Bond shall not have any right in any manner whatever by his action to affect, disturb, or prejudice the security granted and provided herein or to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had, and maintained for the benefit and protection of the owner of the Bond.

Section 805. Remedies Cumulative. No remedy herein conferred upon the Bondowner is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 806. Delay Not a Waiver. No delay or omission of the Bondowner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or be construed as a waiver of any default or an acquiescence therein and every power and remedy given by this Article to the owner of the Bond may be exercised from time to time and as often as may be deemed expedient.

Section 807. Application of Revenue on Default. During the continuance of an event of default, funds and revenue received pursuant to any right given or action taken under the provisions of this Article shall be applied to the payment of principal and interest on the Bond as follows and in the following order:

Prior to the principal of the Bond becoming due or being declared to be due and payable, (i) to the payment to the persons entitled thereto of all interest then due in the order in which such interest became due and (ii) to the payment to the persons entitled thereto of the unpaid principal of the Bond which shall have become due, and, if the amount available shall not be sufficient to pay in full the Bond due on any date, then to the payment thereof of principal due on such date to the persons entitled thereto.

Section 808. Rights to Enforce Payment. Nothing in this Resolution or in the Bond shall affect or impair the right of action of the owner of the Bond, which is absolute and unconditional, to enforce payment of the Bond in accordance with the provisions of this Resolution.
Section 809. County Authorized to Cure Default. As to any alleged default by the Authority hereunder, the Authority hereby authorizes and designates the County as its attorney-in-fact and agent, and gives it full power to perform in the name and stead of the Authority, any covenant or obligation of the Authority which is alleged to constitute a default, and the County shall be and hereby is fully empowered to do any and all things and perform all acts to the same extent that the Authority could do and perform.

[END OF ARTICLE VIII]
ARTICLE IX

SUPPLEMENTAL PROCEEDINGS

Section 901. Amendments to Lease Not Requiring Consent of Bondowners. The Authority and the County, without the consent of or notice to the Bondowners, may amend the Lease for the purpose of (i) making any change required by the Lease or this Resolution; (ii) substituting or adding additional property; (iii) releasing any portion of the Project as a result of additions, deletions, alterations, modifications, or improvements to the Project as authorized in Article VI of the Lease; (iv) curing ambiguities, defects, or inconsistent provisions; or (v) providing for any other amendment which does not adversely affect the interests of the Bondowners.

[END OF ARTICLE IX]
ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Merger of Paying Agent. During such times as the Paying Agent is a bank or trust company, any bank or trust company with or into which the Paying Agent may be merged or consolidated or to which the assets and the business of the Paying Agent may be sold shall be the successor paying agent for the purpose of this Resolution.

Section 1002. Resolution Constitutes Contract. The provisions, terms, and conditions of this Resolution shall constitute a contract by and between the Authority and the owner of the Bond, and, after the issuance of the Series 2020 Bond, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owner of the Bond nor shall the governing body of the Authority adopt any resolution in any way ever adversely affecting the rights of such owner so long as the Bond or the interest thereon shall remain unpaid.

Section 1003. Limitation on Liability from Sinking Fund.

(a) Should the Bond not be presented for payment when due, the Authority shall retain in the Sinking Fund, from the funds transferred thereto for the purpose of paying the Bond and the interest thereon, for the benefit of the owner thereof, a sum of money sufficient to pay the Bond when the same is presented by the owner thereof for payment. All liability of the Authority to the owner of the Bond, and all rights of such owner against the Authority under the Bond, or under this Resolution shall thereupon terminate, and the sole right of such owner shall thereafter be against such funds on deposit in the Sinking Fund.

(b) If the Bond shall not be presented for payment within the period of five years following the date when the Bond becomes due, the Authority may transfer to its general fund all funds theretofore held by it in the Sinking Fund for payment of such Bond or the interest thereon, and the Bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the Authority.

Section 1004. Validation. The Bond shall be validated in the manner provided by law, and to that end, notice of the adoption of this Resolution and a copy hereof shall be served upon the District Attorney of the Ogeechee Judicial Circuit of Georgia in order that proceedings for the above purpose may be instituted in the Superior Court of Effingham County, and said notice shall be executed by the Chairman or Vice Chairman of the Authority and the seal of the Authority shall be impressed thereon and attested by the Secretary or Assistant Secretary of the Authority.

Section 1005. Partial Invalidity. In case any one or more of the provisions of this Resolution or of the Bond shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bond unless expressly so held, but this Resolution and the Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and this Resolution shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Georgia Revenue Bond law, and, if any provisions hereof conflict with any applicable
provision of said law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

Section 1006. Reimbursement.

(a) The Authority hereby declares its official intent to reimburse original expenditures on the Project up to the maximum principal amount of $5,000,000 with proceeds from the Bond (to the extent permitted by § 1.150-2 of the Treasury Regulations).

(b) The Authority shall make its reimbursement allocations not later than 18 months after the later of (i) the date the original expenditure is paid or (ii) the date the capital outlay project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Section 1007. Authorization of Lease. The execution, delivery, and performance of the Lease by and between the Authority and the County be and the same are hereby authorized. The Lease shall be in substantially the form attached hereto as Exhibit A, with such changes, insertions, or omissions as may be approved by the Chairman or Vice Chairman of the Authority. The Lease shall be executed by the Chairman or Vice Chairman of the Authority and the seal thereof impressed thereon and attested by the Secretary or Assistant Secretary of the Authority.

Section 1008. [Reserved].

Section 1009. General Authorization. The proper officers of the Authority are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2020 Bond.

Section 1010. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 1011. Repealer. Any and resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed.

Section 1012. Performance Audit. The Authority intends to waive the continuing performance audit or performance review of the expenditure of bond proceeds requirement of O.C.G.A. § 36-82-100, by publishing such waiver in compliance with O.C.G.A. § 36-82-100. If the Authority elects not to waive this requirement, the cost of such performance audit or performance review shall be paid from the proceeds of the Bond.

[END OF ARTICLE X]
APPROVED AND ADOPTED in public meeting, this January 8, 2020.

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By: 

Chairman
Exhibit A

FORM OF INTERGOVERNMENTAL LEASE CONTRACT

[See attached.]
SECRETARY’S CERTIFICATE

I, the undersigned Secretary of the Effingham County Industrial Development Authority (the “Authority”), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Authority in public meeting assembled on January 8, 2020, the original of which resolution has been entered in the official records of the Authority under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(SEAL)

Secretary
INTERGOVERNMENTAL LEASE CONTRACT

by and between

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

and

EFFINGHAM COUNTY, GEORGIA

Dated as of __________, 2020

Relating to the issuance of the
$5,000,000 in principal amount
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
REVENUE BOND (EFFINGHAM COUNTY PROJECT), SERIES 2020
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EXHIBIT A: LEGAL DESCRIPTION OF THE PROJECT
PREAMBLE

THIS INTERGOVERNMENTAL LEASE CONTRACT, dated __________, 2020 (this “Lease”), made and entered into by and between the EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, which is deemed to be a political subdivision of the State of Georgia and a public corporation and instrumentality of the State of Georgia (the “Authority”), and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY (the “Board of Commissioners”), as the governing body for EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”);

WITNESSETH:

WHEREAS, the Authority has been created as a body corporate and politic pursuant to an act of the General Assembly of Georgia (Ga. Laws 1968, p. 1733 et seq., continued in force in Ga. Laws 1986, p. 3886 et seq. (the “Act”); and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Act authorizes the Authority to construct, repair, remodel, extend, improve, equip, and operate lands, properties, and improvements for development, expansion, and promotion of industry, commerce, and natural resources, to manage Project, self-liquidating or otherwise, and to enter into contracts with the County for its purposes; and

WHEREAS, the County and the Authority are each a “governmental body” as defined by the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, as amended, and are authorized to finance any revenue “undertaking” described therein and to issue revenue bonds against any undertaking; and

WHEREAS, under the Act, the Authority is authorized to provide for the issuance of its revenue bonds for the purpose of paying all or any part of the cost of one or more Project; and

WHEREAS, in furtherance of the public purposes of the Authority, the County has requested that the Authority issue a revenue bond in the principal amount of $5,000,000 to provide funds to reimburse the County and to finance the costs associated with construction of a new 27,000 square foot recreational gymnasium and related site work (the “Project”), as more particularly described in the plans and specifications therefore on file with the County, as the same may be finalized and amended; and

WHEREAS, in accordance with the request of the County, the Authority is issuing its EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BOND (EFFINGHAM COUNTY PROJECT), SERIES 2020 (the “Series 2020 Bond” in accordance with the provisions of its bond resolution adopted on January 8, 2020 (the “Resolution”), for the purpose of paying, in part, the costs of the Project; and
WHEREAS, for and in consideration of the Authority financing the costs of the Project for the benefit of the County and its citizens, the County is authorized pursuant to the Constitution of the State of Georgia to levy taxes and to expend tax money of the County and other available funds and to obligate the County to make lease payments to the Authority of the amounts provided for in this Lease; and

WHEREAS, following study and investigation, the Board of Commissioners on behalf of the County has determined that it is in the best interest of the County to enter into this Lease for the benefit of the County and its residents, and the Authority has determined that is in the best interest of the Authority to enter into this Lease in furtherance of the purposes for which it has been created.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Authority and the County hereby agree as follows; provided that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the revenues and receipts derived from this Lease:
ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. All words and phrases defined in Section 101 of the Resolution shall have the same meanings in this Lease.

Section 1.02. Rules of Construction. The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Lease,” and other equivalent words refer to this Lease and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Lease unless otherwise specified.

[END OF ARTICLE I]
ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01. The Project. For and in consideration of the Authority issuing its revenue bond to provide funds to reimburse the County for its costs incurred on the Project and finance additional costs of the Project, the County, as grantor, prior to or contemporaneously with the issuance of the Series 2020 Bond, shall convey the Project to the Authority, as grantee, as more particularly described in Exhibit A, which is attached hereto and made a part hereof. Equipment and other facilities constituting a part of the Project which may be acquired with proceeds of the Series 2020 Bond subsequent to the execution of this Lease, shall immediately become subject to the provisions hereof, and the Authority and the County will take such actions as are necessary to reflect the inclusion of such property under the provisions hereof.

The County has determined that it is in the best interest of the County to lease the Project from the Authority. The facilities comprising the Project shall be acquired, constructed, and equipped substantially in accordance with the plans and specifications therefor which are on file with the County, which plans and specifications have been and, by the execution of this Lease by the parties, hereby are approved by the Authority and the County. The Authority and the County may amend the plans and specifications to include or delete real property, facilities, and items of personal property and equipment so that all such facilities actually comprising the Project will be utilized for the most efficient operation of the County and its departments, agencies, divisions, or commissions.

Section 2.02. The Series 2020 Bond. In order to reimburse the County and finance the costs of the Project, the Authority has authorized the issuance of the Series 2020 Bond, for which provision is made upon the terms set forth in the Resolution, a certified copy of which Resolution is on file in the records of the Authority and the County.

Section 2.03. Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic, created and existing under the Act, and unless otherwise required by law, shall maintain its corporate existence so long as the Bond remains Outstanding. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Lease and the Resolution;

(b) The Authority and the County have heretofore agreed that the Authority will provide for the reimbursement to the County and for the financing costs of the Project as described in the preamble of this Lease by the issuance of the Series 2020 Bond as set forth in the Resolution;

(c) There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against the Authority or against any other party which would have a material adverse effect on the right of the Authority to execute this Lease or the ability of the Authority to comply with any of its obligations under the Series 2020 Bond, this Lease, the Resolution, or any other documents contemplated to be executed by the Authority in connection with the issuance and delivery of the Series 2020 Bond;
(d) This Lease, upon execution of the same, will constitute the legal, valid, and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate, result in a breach of any of the provisions of, or constitute a default under any agreement or instrument to which the Authority is a party or by which the Authority is bound;

(e) The Authority has not made, done, executed, or suffered, and warrants that it will not make, do, execute, or suffer, any act or thing whereby the County’s interest in the Project will or may be, impaired, or encumbered in any manner except as permitted herein and the Resolution and except for acts or things done or permitted by the County;

(f) Except as herein and in the Resolution provided, the Authority will not encumber any part of its interest in the revenues payable under this Lease or its rights under this Lease. The pledge made of the revenues payable under this Lease constitutes a first and prior pledge of and lien on said revenues and said pledge shall at no time be impaired by the Authority and the revenues shall not otherwise be pledged; and

(g) There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against the Authority or any other entity which would have a material adverse effect on the right of the Authority to execute this Lease or the ability of the Authority to comply with any of its obligations under this Lease.

Section 2.04. Representations, Warranties, and Agreements of the County. The County represents, warrants, and agrees as follows:

(a) The County is a political subdivision of the State, having power to enter into and execute, deliver, and perform this Lease, and by proper action of its governing body, has authorized the execution and delivery of this Lease and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Lease and the Resolution, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Lease by it except as shall have been obtained as of the date of delivery of the Series 2020 Bonds;

(b) There is no litigation or proceeding pending or, to the knowledge of the County, threatened against or affecting the County, nor to the best of the knowledge of the County is there any basis therefor wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Lease or which in any way would adversely affect the validity or enforceability of the Series 2020 Bond, this Lease, the Resolution, or any other documents contemplated to be executed in connection with the issuance and delivery of the Series 2020 Bond;

(c) This Lease, upon execution of the same, will constitute the legal, valid, and binding obligation of the County enforceable in accordance with its terms, and performance by the County of its obligations hereunder will not violate, result in a breach of any of the provisions of, or constitute a default under any agreement or instrument to which the County is a party or by which the County is bound; and
(d) The County does not rely on any warranty of the Authority, either express or implied, except as provided herein, as to any title to or condition of the Project or that the Project or any portions thereof will be suitable to the County’s needs, and the County recognizes that the Authority is not authorized to expend any funds for the Project other than rental revenue received by it therefrom or the proceeds of the Series 2020 Bond or other funds granted to it for such purposes.

(e) No actions will be taken by the County which shall in any way impair the exclusion of interest on the Bond from federal income taxation.

[END OF ARTICLE II]
ARTICLE III
ISSUANCE OF THE AUTHORITY’S SERIES 2020 BOND

Section 3.01. **The Series 2020 Bond.** In order to provide funds to finance the costs of the Project, the Authority will issue its Series 2020 Bond, payable in accordance with the Resolution, and all of the covenants, agreements, and provisions hereof shall be for the benefit and security of the Registered Owner of the Series 2020 Bond.

Section 3.02. **Date, Denomination, and Maturity.** The Series 2020 Bond shall be dated as of the date of issuance, and shall be issued as a fully-registered, single-instrument bond in the principal amount of $5,000,000. The Series 2020 Bond shall mature on June 1, 2034.

Section 3.03. **Principal and Interest Payments.** The Series 2020 Bond shall bear interest at the fixed rate of 2.16% per annum, calculated on the basis of a 360-day year of twelve 30-day months, and shall be payable on June 1 and December 1 in each year (each an “Interest Payment Date”), beginning June 1, 2020, subject to scheduled mandatory redemption as provided by the Bond Resolution.

Section 3.04. **Security for the Series 2020 Bond.** In order to secure the prompt payment of the principal of and interest on the Series 2020 Bond according to its tenor, purport, and effect and in order to secure the performance and observance of all the covenants, agreements, and conditions therein and herein contained and in consideration of the purchase and acceptance of the Series 2020 Bond by the Bondowner, for other good and valuable consideration to the Authority in hand paid at or before the sealing and delivering of these presents, the receipt and sufficiency whereof are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2020 Bond is to be issued, authenticated, delivered, secured, and accepted by the Bondowner, the Authority has pledged to the payment of the Series 2020 Bond all the Lease Payments to be derived from this Lease, together with other funds and proceeds described in Section 701 of the Resolution.

[END OF ARTICLE III]
ARTICLE IV
ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 4.01. Acquisition and Construction of the Project.

(a) The Authority will cause the proceeds from the sale of the Series 2020 Bond to be applied in accordance with Section 401 of the Resolution and the County has conveyed or will convey the Project to the Authority in accordance with Section 2.01 hereof.

(b) The Project will be substantially completed in accordance with the plans and specifications which have been approved by the parties. The Authority authorizes the County, subject to the terms and conditions set forth in this Lease, to provide for the acquisition, construction, and equipping of the Project substantially in accordance with the plans and specifications which have been approved by the parties, and the County, as the agent of the Authority for such purpose, will undertake and complete, on behalf of the Authority, the acquisition, construction, and equipping of the Project, and payment therefor shall be made from the Construction Fund in accordance with the provisions of Section 404 of the Resolution. The County, as such agent, will make all contracts and do all things necessary for the acquisition, construction, and equipping of the Project for public use by the County upon the terms and conditions set forth in this Lease.

(c) The Authority, by the authorization and execution of this Lease and by the adoption of the Resolution, appoints the County as its agent to contract for and complete the acquisition, construction, and equipping of the Project, including specifically the acquisition of easements, rights-of-way or other interests in property by condemnation or through other means, and to authorize payment of the costs thereof from the Construction Fund in accordance with the provisions of the Resolution, and the County, by the execution hereof, accepts such appointment and covenants that it will complete the acquisition and installation of all equipment and other facilities constituting a part of the Project with due diligence. The agency created by this Section shall be irrevocable and shall terminate only upon completion of the Project, and nothing contained in this Lease shall relieve the County of its obligation to pay Lease Payments and any additional rent pursuant to the provisions hereof.

Section 4.02. Powers Vested in Authorized County Representative. By the authorization and execution of this Lease, the County hereby vests the Authorized County Representative with the power and authority to act on behalf of the County in all matters relating to this Lease and to the Project, to give all directions and make all certificates, requisitions, and requests required or authorized to be given or made hereunder, and to do all things required or authorized to be done by the County hereunder. The Authorized County Representative will be designated by a closing certificate of the County at the closing of the Series 2020 Bond.

Section 4.03 Investment of Money. Any money held as a part of the Sinking Fund and the Construction Fund shall be invested or reinvested as directed by the County in accordance with Article VI of the Resolution.
Section 4.04. **Tax Covenants.** The County hereby covenants and represents to the Authority for the benefit of each holder of the Series 2020 Bond that:

(a) It will not expend the proceeds from the sale of the Series 2020 Bond nor take any other action which would cause the interest on the Series 2020 Bond to be included in the gross income of the owners thereof for federal income tax purposes;

(b) It will not make or permit any use of the proceeds from the issue and sale of the Series 2020 Bond which would cause the Series 2020 Bond to be classified as an “arbitrage bond” within the meaning of § 148(a) of the Code and any Treasury Regulations promulgated thereunder as such provisions may apply to obligations issued as of the date of issuance of the Series 2020 Bond; and

(c) It will comply with and take such action and make such payments as may be permitted or required by § 148(f) of the Code to ensure that the Series 2020 Bond does not constitute an “arbitrage bond” within the meaning of § 148(a) of the Code.

[END OF ARTICLE IV]
ARTICLE V

LEASE PAYMENTS BY THE COUNTY

Section 5.01. Lease Payments by the County. Pursuant to this Lease, the County agrees to provide funds sufficient to pay the following:

(a) the principal of and interest due on the Series 2020 Bond upon maturity, prepayment, or otherwise. Unless otherwise directed by the Bondowner, all such payments shall be made to the Paying Agent at its principal office in lawful money of the United States of America in immediately available funds not less than five days prior to each date on which such principal of or interest on the Series 2020 Bond becomes due; and

(b) the reasonable fees, if any, of the Paying Agent and Bond Registrar as provided in the Resolution. Said fees and expenses shall be paid when due directly to the Paying Agent and Bond Registrar for its own account.

Each payment to be made by the County hereunder is to be made on a parity with every other payment hereunder.

Section 5.02. Credits. Any amounts in the Sinking Fund prior to any Interest Payment Date or date fixed for prepayment of the Bond shall be credited against the payments due by the County under this Lease on such Interest Payment Date or date of prepayment.

Section 5.03. Place of Payments. The payments to be made pursuant to Section 5.01(a) hereof shall be paid directly to the Registered Owner for the account of the Authority or shall be deposited in the Sinking Fund and paid to the Registered Owner as required by the Resolution. The payments to be made pursuant to subsection (b) of Section 5.01 hereof shall be paid directly to the party to whom such payment is to be made for its own use.

Section 5.04. Taxes and Other Governmental Charges. The County will pay promptly, as the same become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project.

Section 5.05. County’s Obligations.

(a) The obligations of the County to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise. Until such time as the principal of and accrued interest on the Series 2020 Bond shall have been paid or provision for such payment shall have been made in accordance with the Resolution, the County (i) will not suspend or discontinue any payments for which provision is made in Section 5.01 hereof, (ii) will perform and observe all of its other covenants and agreements contained in this Lease, and (iii) will not terminate this Lease for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the
Resolution, any acts or circumstances that may constitute failure of consideration, any change in the tax or other laws of the United States of America or the State of Georgia or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Lease or out of the Resolution.

(b) The County will bear all risk of damage to or destruction in whole or in part of the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy, or operation thereof or any manner or thing which for any reason interferes with, prevents, or renders burdensome the use thereof or the compliance by the County with any of the terms of this Lease.

Section 5.06. County’s Remedies. If the Authority shall fail to perform any of its agreements in this Lease, the County may institute such action against the Authority as the County may deem necessary to compel such performance so long as such action shall not affect, impair, or diminish the obligation of the County to make the payments provided for herein, which obligation shall be absolute, unconditional, and irrevocable. The County may, at its own cost and expense and in its own name, prosecute or defend any action or proceedings against third parties or take any other action which the County deems reasonably necessary to secure or protect its rights in which event the Authority agrees to cooperate fully with the County.

Section 5.07. Tax Levy to Make Payments. The County will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The County, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Lease include sums sufficient to satisfy the payments required to be made under this Lease, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the County to make the payments provided for pursuant to the terms of this Lease shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to fulfill such obligation.

Section 5.08. Failure to Levy Tax. If for any reason any such provision or appropriation is not made as provided in the preceding Section 5.07, then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on their accounts in each fiscal year the amounts required to pay the obligations called for under this Lease from its general funds. The amount of the appropriation in each fiscal year to meet the obligations of this Lease shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions hereof, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the County shall make such payments for deposit to the Sinking Fund if for any reason such appropriation is not otherwise made.
Section 5.09. Prior Lien of Bonds. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from the Project superior to the lien herein created for the payment of the Series 2020 Bond. Nothing contained herein, however, shall restrict the issuance of bonds or obligations from time to time payable from the revenue derived from the Project and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Series 2020 Bond.

[END OF ARTICLE V]
ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, AND INSURANCE

Section 6.01. Maintenance, Repair, and Insurance. The County will cause at all times the Project to be maintained, preserved, and kept in good condition and repair at no expense to the Authority and will from time to time, in the discretion of the County, cause to be made all needed and proper repairs, replacements, additions, betterments, and improvements thereto so that the use of and operations pertaining to the Project shall at all times be conducted properly. The County also agrees to carry insurance, or cause insurance to be carried, with respect to the Project of such type and in such amounts as is customarily obtained for similar Project with a responsible insurance company or companies authorized and qualified to do business in the State.

Section 6.02. Removal of Equipment. Neither the Authority nor the County is under any obligation to renew, repair, or replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary equipment or other personalty forming a part of the Project. In any instance where the County, in its discretion, determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the County may remove such items of such equipment or personalty, and the County may sell, trade, exchange, or otherwise dispose of such items as a whole or in part without any responsibility or accountability to the Authority.

Section 6.03. Liens. Neither the Authority nor the County will permit any lien, debt, pledge, assessment, encumbrance, or charge ranking equally with or superior to the charge or lien created by the Resolution upon the payments provided for in Article V hereof. All lawful claims and demands for labor, materials, supplies, or other charges or assessments which, if unpaid, might by law become a lien upon the Project will be promptly paid or discharged by the County or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the County may, at its own expense and in its own name and behalf or in the name and behalf of the Authority, in good faith and by appropriate legal proceedings, contest any such lien, charge, or assessment, and in the event of such contest, may permit such lien, charge, or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom. The Authority will cooperate fully with the County in any such contest.

Section 6.04. Alterations and Improvements. From time to time, the County may make or cause to be made, at no expense to the Authority, any additions, alterations, modifications, or improvements to the Project which it may deem desirable for its governmental purposes.

Section 6.05. Release and Removal of Projects or Portions of the Project. Upon the request of the County, the Authority shall promptly convey to the County all of the Authority’s rights, title, and interest to any portions of the Project, if the County, in its sole discretion determines that it is necessary for and desirable for any such portions thereof to be conveyed to the County. The release and removal from this Lease of any portions of the Project and
conveyance thereof to the County shall in no way affect or diminish the obligations of the County to pay Lease Payments under the provisions of this Lease.

[END OF ARTICLE VI]
ARTICLE VII

INDEMNITY

Section 7.01. Indemnification; Immunity of Members of Authority.

(a) During the term of this Lease, the County, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the County or the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about the Project or any part thereof occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the County, its agents, or employees in connection with the operation, management, or maintenance of the Project; (ii) any use, non-use, condition of, or defect in the Project; and (iii) any failure, breach, or default on the part of the County in the performance of or compliance with any of the obligations of the County under the terms of this Lease; provided, however, that the indemnity provided by this Section 7.01 shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained from insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Lease or the undertakings required of the Authority hereunder by reason of the issuance of the Series 2020 Bond, the adoption of the Resolution, or the performance of any act requested of the Authority by the County, nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the County shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Authority, the County shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Lease or in the Series 2020 Bond or the Resolution for any claim based hereon or thereon against any member, officer, or employee of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority, whether by virtue of any constitutional provision, statute, or rule of law. This Lease, the Series 2020 Bond, and the Resolution are solely corporate obligations and no personal liability shall attach to or be incurred by any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the County, and all personal liability of any character against every such member, officer, and employee is by the execution of this Lease expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section 7.01 shall survive the termination of this Lease.

[END OF ARTICLE VII]
ARTICLE VIII

DEFAULT; REMEDIES

Section 8.01. Events of Default Defined. The following shall be “events of default” under this Lease and the term “event of default” shall mean, whenever used in this Lease, any one of the following events:

(a) Failure by the County to pay when due any amount required to be paid under Section 5.01(a) hereof;

(b) The County shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the County and such default shall continue for a period of 30 days after written notice has been given to the County by the Authority, the Paying Agent, or the Bondholders specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion; provided, however, that if, by reason of force majeure, the County is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 5.01(a) hereof), the County shall not be deemed in default during the continuance of such inability to perform. The term force majeure shall mean, without limitation, acts of God; strikes; work stoppages, or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restrain of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the County. The County will, however, use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the County from carrying out such obligation; provided, that the settlement of strikes, work stoppages, and similar disturbances shall be entirely within the discretion of the County and the County shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County, unfavorable to the County; or

(c) An Event of Default shall have occurred under the Resolution.

Section 8.02. Remedies on Default.

(a) If an event of default hereunder occurs and is continuing, then the Paying Agent, at the direction the owners of not less than a majority in principal amount of the Bonds Outstanding, by written notice to the County, may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement, or covenant of the County then in default under this Lease, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Bondholders is intended to be exclusive of any other available remedy or remedies, but each and every such
remedy shall be cumulative and shall be in addition to every other remedy given under this Lease and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Resolution.

(b) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholders to exercise any respective remedy reserved to them in this Article VIII, it shall not be necessary to give any notice other than any notice required herein.

(c) Any amounts collected pursuant to action taken under subsection (a) of this Section 8.02 shall be applied in accordance with the Resolution to the extent the provisions of the Resolution relate to such amounts.

Section 8.03. Attorneys’ Fees and Expenses. If the County should default under any of the provisions of this Lease and the owners of a majority in principal amount of the Bonds Outstanding shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance or observance of any obligation or agreement on the part of the County herein contained, the County will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.04. No Waiver of Breach. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.05. County Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Lease or under the Resolution, the Authority hereby vests the County with full power for the account of the Authority to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.06. Failure to Enforce Agreement Not a Waiver. The failure of the Authority or the Bondholders to enforce any agreement, condition, covenant, or term by reason of any default or breach by the County shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]
ARTICLE IX

PREPAYMENT

Section 9.01. Optional Prepayment. The County shall have and is hereby granted, subject to the provisions of the Resolution, the option to prepay all or any portion of the amounts payable under Section 5.01(a) hereof, at the times and under the conditions provided for in the Resolution, by taking the actions required by Section 301 of the Resolution to effect the full or partial redemption of the Series 2020 Bond.

Section 9.02. Exercise of Optional Prepayment. To exercise the option granted in Section 9.01 hereof, the County shall give written notice to the Authority and the Bond Registrar of the exercise of such option and a direction to effect redemption of Bonds. Upon receipt of a notice given by the County pursuant to this Section 9.02, the Bond Registrar shall forthwith take or cause to be taken all actions necessary under the Resolution to effect the redemption of the Series 2020 Bond in accordance with such notice.

[END OF ARTICLE IX]
ARTICLE X
TERM; MISCELLANEOUS

Section 10.01. Term of this Lease. This Lease shall be in full force and effect from the date of delivery hereof until such time as the Series 2020 Bond shall have been paid or provision for such payment shall have been made in accordance with the Resolution and all payments due or to become due to the Paying Agent and Bond Registrar have been made.

Section 10.02. Notices. All notices or other communications required or permitted to be given pursuant to this Lease shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, by overnight delivery, by delivering same in person to the intended addressee, or by prepaid telegram or telecopy. Notice so mailed shall be effective three days after its deposit. Notice given in any other manner, including overnight delivery and telecopy, shall be effective only if and when received by the addressee. Each such notice or other communication given hereunder shall be given to all of the other parties. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that hereinafter either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of notice to the other party in the manner set forth hereinafter.

If to the Authority: Effingham County Industrial Development Authority
520 West Third Street
Springfield, Georgia 31329
Attention: Chairman

If to the County: Effingham County
601 N Laurel Street
Springfield, Georgia 31329
Attention: County Administrator

With a copy to: Theodore T. Carellas, P.C.
440 Silverwood Center Drive
Rincon, Georgia 31326

Section 10.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Authority, the County, and their respective successors and assigns.

Section 10.04. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.05. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in any fund after payment in full of the principal of and accrued interest on the Series 2020 Bond (or provision for payment shall have been made as provided for in the Resolution), the fees, charges, and expenses of the Paying Agent and Bond Registrar and all other amounts required to be paid under the Resolution, shall be paid to the County.

Intergovernmental Contract
Section 10.06. **Delegation of Duties by Authority.** It is agreed that under the terms of this Lease and also under the terms of the Resolution, the Authority has delegated certain responsibilities to the County. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the County or the Authorized County Representative. The Authority shall have the right at all times to act in reliance upon the authorization, representation, or certification of the Authorized County Representative.

Section 10.07. **[Reserved].**

Section 10.08. **Amendments, Changes, and Modifications.** Subsequent to the initial issuance of the Series 2020 Bond and prior to the payment in full of the Series 2020 Bond, this Lease may not be amended, changed, modified, or altered except upon written agreement of the parties hereto and the Bondowner.

Section 10.09. **Execution Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.10. **Captions.** The captions or headings in this Lease are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Lease.

Section 10.11. **Law Governing Construction of Lease.** This Lease shall be governed by and construed in accordance with the laws of the State.

[END OF ARTICLE X]
IN WITNESS WHEREOF, the Authority and the County have caused this Lease to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

(S E A L) By: __________________________
Chairman

Attest: __________________________
Secretary

Signed, sealed, and delivered on this ____________, 2020.

______________________________
Witness

______________________________
Notary Public

(NOTARY SEAL)
EFFINGHAM COUNTY, GEORGIA

By: __________________________
   Chairman, Board of Commissioners

Attest: _______________________
   County Clerk

Signed, sealed, and delivered on
this __________, 2020.

________________________________
Witness

________________________________
Notary Public

(NOTARY SEAL)
EXHIBIT A

LEGAL DESCRIPTIONS OF THE PROJECT
RESOLUTION AUTHORIZING THE ATTORNEY REPRESENTING THE COUNTY TO INSTITUTE NECESSARY LEGAL ACTION THROUGH CONDEMNATION BY DECLARATION OF TAKING METHOD TO OBTAIN TITLE TO THE REAL PROPERTY DESCRIBED AND IDENTIFIED HEREIN BELOW

WHEREAS, the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the “County”) hereby determines it necessary and in the public interest to acquire certain properties for the construction of the Effingham County Parkway to improve the County road system for the citizens of Effingham County; and

WHEREAS, in order to begin construction of said parkway, it is necessary for the County to acquire the properties described herein; and

WHEREAS, time is of the essence for the acquisition of the properties being condemned; and

WHEREAS, due to such necessity, the County has determined that circumstances are such that it is necessary to proceed with condemnation of the properties through the Declaration of Taking Method, as authorized by O.C.G.A. Section 32-3-1 et seq.; and

WHEREAS, the proper officials or representatives of the County have been unable to acquire the needed interest in the properties by negotiated conveyance; and

WHEREAS, the County deems it is in the best interest of Effingham County, and the County will best be served by facilitating the right-of-way acquisitions for the Effingham County Parkway for the reasons set forth herein; and

WHEREAS, the County by this Resolution, desires the attorneys representing the County to proceed with condemnation on the properties through Declaration of Taking Method, as authorized by O.C.G.A. Section 32-3-1 et seq.; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, THAT:

1. That the public necessity for immediately acquiring the properties described herein below for the Effingham County Parkway is hereby declared and affirmed; and the circumstances are such that it is necessary to proceed with condemnation proceedings by use of the declaration of taking method of condemnation, as authorized by O.C.G.A. Section 32-3-1 et seq. and use of that method is hereby authorized to acquire and obtain title to the parkway parcels.

2. That the attorneys for the County shall be and hereby are authorized and directed to resolve by negotiated conveyance if possible, and to institute condemnation proceedings in the name of the Board of Commissioners of Effingham County, Georgia for the condemnation of the parkway parcels for uses set forth above, as provided by the Constitution of the State of Georgia, and to use the declaration of taking method.

3. That the Chairman of the Board of Commissioners of Effingham County, Georgia is hereby authorized and directed to sign, for Effingham County as a body politic of the State of Georgia, the Declaration of Taking.

4. That the County Director of Finance be and is hereby authorized and directed to make all necessary and proper payments required in connection with each condemnation.
5. That the attorneys for the County are hereby authorized to engage the services of any expert witnesses or appraisers as necessary to assist with each condemnation.

6. That the properties sought to be acquired through this Resolution and Declaration of Taking Method are as follows:
Parkway Parcel 6b as further described in the legal description and plat attached hereto as Exhibit "A";
Parkway Parcel 8 as further described in the legal description and plat attached hereto as Exhibit "B";
Parkway Parcel 14 as further described in the legal description and plat attached hereto as Exhibit "C";
Parkway Parcel 15 as further described in the legal description and plat attached hereto as Exhibit "D";
Parkway Parcel 16 as further described in the legal description and plat attached hereto as Exhibit "E";
Parkway Parcel 17 as further described in the legal description and plat attached hereto as Exhibit "F";
Parkway Parcel 23 as further described in the legal description and plat attached hereto as Exhibit "G";
Parkway Parcel 24 as further described in the legal description and plat attached hereto as Exhibit "H";
Parkway Parcel 26 as further described in the legal description and plat attached hereto as Exhibit "I";
Parkway Parcel 27 as further described in the legal description and plat attached hereto as Exhibit "J";
Parkway Parcel 31 as further described in the legal description and plat attached hereto as Exhibit "K";
Parkway Parcel 45 as further described in the legal description and plat attached hereto as Exhibit "L".

7. This Resolution shall be effective on the date of its approval by the Board of Commissioners.

ADOPTED this ___ day of January, 2020.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

By: ______________________
Wesley Corbitt
Its: Chairman

Attest: ______________________
Stephanie Johnson
Its: County Clerk
EXHIBIT "A"
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 6B
DATE OF R/W PLANS: March 01, 2017
REVISION DATE: January 29, 2019

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 27.86 feet right of and opposite Station 81+47.01 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence N 52°22'29.7" W a distance of 615.37 feet to a point 24.35 feet right of and opposite station 87+62.67 on said construction centerline laid out for Effingham Parkway; thence N 38°06'20.8" E a distance of 55.65 feet to a point 80.00 feet right of and opposite station 87+62.67 on said construction centerline laid out for Effingham Parkway; thence S 51°53'40.8" E a distance of 311.94 feet to a point 80.00 feet right of and opposite station 84+50.73 on said construction centerline laid out for Effingham Parkway; thence southeasterly 313.57 feet along the arc of a curve (said curve having a radius of 27920.00 feet and a chord distance of 313.57 feet on a bearing of S 52°12'59.1" E) to the point 80.00 feet right of and opposite station 81+36.26 on said construction centerline laid out for Effingham Parkway; thence S 49°05'39.4" W a distance of 53.23 feet back to the point of beginning. Containing 0.760 acres more or less.
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 006700
PARCEL NO.: 8
DATE OF RW PLANS: March 01, 2017
REVISION DATE: January 29, 2019

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 80.00 feet right of and opposite Station 87+62.67 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence S 38°06'20.8" W a distance of 55.65 feet to a point 24.35 feet right of and opposite station 87+62.67 on said construction centerline laid out for Effingham Parkway; thence N 52°25'1" W a distance of 331.03 feet to a point 21.29 feet right of and opposite station 90+93.68 on said construction centerline laid out for Effingham Parkway; thence N 42°07'53.2" W a distance of 283.59 feet to a point 69.38 feet right of and opposite station 93+73.17 on said construction centerline laid out for Effingham Parkway; thence northwesterly 82.89 feet along the arc of a curve (said curve having a radius of 115.02 feet and a chord distance of 81.11 feet on a bearing of N 21°30'46.2" W) to the point 1.46 feet right of and opposite station 653+64.74 on said construction centerline laid out for Turkey Trail; thence N 5°53'38.2" W a distance of 230.49 feet to a point 28.05 feet right of and opposite station 656+00.00 on said construction centerline laid out for Turkey Trail; thence N 87°49'29.4" E a distance of 21.95 feet to a point 50.00 feet right of and opposite station 656+00.00 on said construction centerline laid out for Turkey Trail; thence S 2°10'30.6" E a distance of 155.25 feet to a point 50.00 feet right of and opposite station 654+44.75 on said construction centerline laid out for Turkey Trail; thence southeasterly 81.57 feet along the arc of a curve (said curve having a radius of 94.00 feet and a chord distance of 79.03 feet on a bearing of S 27°02'05.4" E) to the point 50.00 feet right of and opposite station 653+19.79 on said construction centerline laid out for Turkey Trail; thence S 51°53'40.4" E a distance of 59.79 feet to a point 50.00 feet right of and opposite station 652+60.00 on said construction centerline laid out for Turkey Trail; thence S 15°17'14.6" E a distance of 43.60 feet to a point 24.00 feet right of and opposite station 652+25.00 on said construction centerline laid out for Turkey Trail; thence S 51°53'40.2" E a distance of 56.45 feet to a point 24.00 feet right of and opposite station 651+68.55 on said construction centerline laid out for Turkey Trail; thence S 47°08'25.1" E a distance of 89.58 feet to a point 44.00 feet right of and opposite station 651+00.00 on said construction centerline laid out for Turkey Trail; thence S 12°30'45.0" E a distance of 60.89 feet to a point 80.00 feet right of and opposite station 91+11.79 on said construction centerline laid out for Effingham Parkway; thence S 51°53'40.8" E a distance of 349.12 feet back to the point of beginning. Containing 1.162 acres more or less.
EXHIBIT "C"
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 14
DATE OF RW PLANS: March 01, 2017
REVISION DATE: January 29, 2019

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 80.00 feet right of and opposite Station 126+77.70 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence S 7°09'18.1" W a distance of 321.58 feet to a point 80.00 feet left of and opposite station 123+98.75 on said construction centerline laid out for Effingham Parkway; thence N 22°40'57.6" W a distance of 680.53 feet to a point 80.00 feet left of and opposite station 130+79.28 on said construction centerline laid out for Effingham Parkway; thence N 23°55'22.1" E a distance of 220.19 feet to a point 80.00 feet right of and opposite station 132+30.56 on said construction centerline laid out for Effingham Parkway; thence S 22°40'57.6" E a distance of 552.86 feet back to the point of beginning. Containing 2.265 acres more or less.

ALSO granted is the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said Department may deem proper to support or accommodate the improvement of said road, including the right to slope the adjacent ground to tie in with the roadway elevations and to construct any required slopes and fences within the easement areas shown colored green on the attached plats. Any slopes and fences constructed will remain in place and the Department of Transportation will cease to maintain said slopes and fences upon expiration of said easements. Said easements are to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation. Said easements are more particularly described as follows:

Area 1
Beginning at a point 80.00 feet left of and opposite Station 129+75.00 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence S 67°19'02.4" W a distance of 45.00 feet to a point 125.00 feet left of and opposite station 129+75.00 on said construction centerline laid out for Effingham Parkway; thence N 22°40'57.6" W a distance of 61.73 feet to a point 125.00 feet left of and opposite station 130+36.73 on said construction centerline laid out for Effingham Parkway; thence N 23°55'22.1" E a distance of 61.93 feet to a point 80.00 feet left of and opposite station 130+79.28 on said construction centerline laid out for Effingham Parkway; thence S 22°40'57.6" E a distance of 104.28 feet back to the point of beginning. Containing 0.086 acres more or less.

Area 2
Beginning at a point 80.00 feet left of and opposite Station 125+50.00 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence S 67°19'02.4" W a distance of 5.00 feet to a point 85.00 feet left of and opposite station 125+50.00 on said construction centerline laid out for Effingham Parkway; thence N 22°40'57.6" W a distance of 425.00 feet to a point 85.00 feet left of and opposite station 129+75.00 on said construction centerline laid out for Effingham Parkway; thence N 67°19'02.4" E a distance of 5.00 feet to a point 80.00 feet left of and opposite station 129+75.00 on said construction centerline laid out for Effingham Parkway; thence S 22°40'57.6" E a distance of 425.00 feet back to the point of beginning. Containing 0.049 acres more or less.

Area 3
Beginning at a point 80.00 feet right of and opposite Station 127+40.00 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence N
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 14
DATE OF R/W PLANS: March 01, 2017
REVISION DATE: January 29, 2019

22°40'57.6" W a distance of 490.56 feet to a point 80.00 feet right of and opposite station 132+30.56 on said construction centerline laid out for Effingham Parkway; thence N 23°55'22.1" E a distance of 64.69 feet to a point 127.01 feet right of and opposite station 132+75.00 on said construction centerline laid out for Effingham Parkway; thence N 67°19'02.4" E a distance of 7.99 feet to a point 135.00 feet right of and opposite station 132+75.00 on said construction centerline laid out for Effingham Parkway; thence S 24°05'19.6" W a distance of 68.62 feet to a point 85.00 feet right of and opposite station 132+28.00 on said construction centerline laid out for Effingham Parkway; thence S 22°40'57.6" E a distance of 488.00 feet to a point 85.00 feet right of and opposite station 127+40.00 on said construction centerline laid out for Effingham Parkway; thence S 67°19'02.4" W a distance of 5.00 feet back to the point of beginning. Containing 0.064 acres more or less.

ALSO granted is the right to an easement for the construction of a driveway as shown colored pink on the attached plat. Said easement expires upon completion and final acceptance of said project by the Department of Transportation.
EXHIBIT “D”
EXHIBIT "A"

PROJECT NO.: CSMSL-0008-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 15
DATE OF R/W PLANS: March 01, 2017
REVISION DATE: January 29, 2019

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 80.00 feet right of and opposite Station 132+30.56 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700), running thence S 23°55'22.1" W a distance of 220.19 feet to a point 80.00 feet left of and opposite station 130+79.28 on said construction centerline laid out for Effingham Parkway; thence N 22°40'57.6" W a distance of 434.60 feet to a point 80.00 feet right of and opposite station 135+11.85 on said construction centerline laid out for Effingham Parkway; thence S 22°40'57.6" E a distance of 281.29 feet back to the point of beginning. Containing 1.315 acres more or less.

ALSO, granted is the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said Department may deem proper to support or accommodate the improvement of said road, including the right to slope the adjacent ground to tie in with the roadway elevations and to construct any required slopes and fences within the easement areas shown colored green on the attached plats. Any slopes and fences constructed will remain in place and the Department of Transportation will cease to maintain said slopes and fences upon expiration of said easements. Said easements are to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation. Said easements are more particularly described as follows:

Area 1
Beginning at a point 80.00 feet left of and opposite Station 130+79.28 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700), running thence S 23°55'22.1" W a distance of 61.93 feet to a point 125.00 feet left of and opposite station 130+36.73 on said construction centerline laid out for Effingham Parkway; thence N 22°40'57.6" W a distance of 128.27 feet to a point 125.00 feet left of and opposite station 131+65.00 on said construction centerline laid out for Effingham Parkway; thence N 67°19'02.4" E a distance of 45.00 feet to a point 80.00 feet left of and opposite station 131+65.00 on said construction centerline laid out for Effingham Parkway; thence S 22°40'57.6" E a distance of 85.72 feet back to the point of beginning. Containing 0.111 acres more or less.

Area 2
Beginning at a point 80.00 feet left of and opposite Station 131+70.00 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700), running thence S 40°45'08.2" W a distance of 11.18 feet to a point 90.00 feet left of and opposite station 131+65.00 on said construction centerline laid out for Effingham Parkway; thence S 67°19'02.4" W a distance of 15.00 feet to a point 105.00 feet left of and opposite station 131+65.00 on said construction centerline laid out for Effingham Parkway; thence N 22°40'57.6" W a distance of 75.00 feet to a point 105.00 feet left of and opposite station 132+40.00 on said construction centerline laid out for Effingham Parkway; thence N 67°19'02.4" E a distance of 25.00 feet to a point 80.00 feet left of and opposite station 132+40.00 on said construction centerline laid out for Effingham Parkway; thence S 22°40'57.6" E a distance of 70.00 feet back to the point of beginning. Containing 0.042 acres more or less.
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 15
DATE OF R/W PLANS: March 01, 2017
REVISION DATE: January 29, 2019

ALSO granted is the right to an easement for the construction of a driveway as shown colored pink on the attached plat. Said easement expires upon completion and final acceptance of said project by the Department of Transportation.
EXHIBIT “E”
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 16
DATE OF R/W PLANS: March 01, 2017
REVISION DATE: January 29, 2019

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 80.00 feet right of and opposite Station 135+11.85 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700), running thence S 68°02'46.0" W a distance of 160.01 feet to a point 80.00 feet left of and opposite station 135+13.88 on said construction centerline laid out for Effingham Parkway; thence S 68°02'46.0" W a distance of 13.98 feet to a point 93.98 feet left of and opposite station 135+14.06 on said construction centerline laid out for Effingham Parkway; thence N 47°57'49.9" E a distance of 14.82 feet to a point 80.00 feet left of and opposite station 135+18.97 on said construction centerline laid out for Effingham Parkway; thence N 47°57'49.9" E a distance of 169.58 feet to a point 80.00 feet right of and opposite station 135+75.17 on said construction centerline laid out for Effingham Parkway; thence S 22°40'57.6" E a distance of 63.32 feet back to the point of beginning. Containing 0.126 acres more or less.
EXHIBIT "A"

PROJECT NO.: CSML-0006-00(700)  Effingham County
P. I. NO.: 0006700
PARCEL NO.: 17
DATE OF RAW PLANS: March 01, 2017
REVISION DATE: August 3, 2018

All that tract or parcel of land lying and being in Georgia Militia District 9 of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 80.00 feet left of and opposite Station 135+18.97 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSML-0006-00(700); running thence N 22°40'57.6" W a distance of 481.33 feet to a point 80.00 feet left of and opposite station 140+00.30 on said construction centerline laid out for Effingham Parkway; thence northwesterly 191.50 feet along the arc of a curve (said curve having a radius of 1870.00 feet and a chord distance of 191.42 feet on a bearing of N 25°36'59.3" W) to the point 80.00 feet left of and opposite station 142+00.00 on said construction centerline laid out for Effingham Parkway; thence S 61°26'59.1" W a distance of 45.00 feet to a point 125.00 feet left of and opposite station 142+00.00 on said construction centerline laid out for Effingham Parkway; thence northwesterly 384.65 feet along the arc of a curve (said curve having a radius of 1825.00 feet and a chord distance of 383.94 feet on a bearing of N 34°35'17.6" W) to the point 125.00 feet left of and opposite station 146+10.99 on said construction centerline laid out for Effingham Parkway; thence N 49°22'25.7" E a distance of 45.00 feet to a point 80.00 feet left of and opposite station 146+10.99 on said construction centerline laid out for Effingham Parkway; thence N 40°37'34.3" W a distance of 454.71 feet to a point 80.00 feet left of and opposite station 150+65.71 on said construction centerline laid out for Effingham Parkway; thence N 49°54'36.9" E a distance of 83.06 feet to a point 3.05 feet right of and opposite station 150+64.93 on said construction centerline laid out for Effingham Parkway; thence S 40°50'07.4" E a distance of 29.18 feet to a point 3.16 feet right of and opposite station 150+35.75 on said construction centerline laid out for Effingham Parkway; thence S 40°22'07.1" E a distance of 993.53 feet to a point 80.00 feet right of and opposite station 140+57.23 on said construction centerline laid out for Effingham Parkway; thence southeasterly 59.26 feet along the arc of a curve (said curve having a radius of 2030.00 feet and a chord distance of 59.26 feet on a bearing of S 23°31'08.3" E) to the point 80.00 feet right of and opposite station 140+00.30 on said construction centerline laid out for Effingham Parkway; thence S 22°40'57.6" E a distance of 425.13 feet to a point 80.00 feet right of and opposite station 135+75.17 on said construction centerline laid out for Effingham Parkway; thence S 47°57'49.9" W a distance of 169.58 feet back to the point of beginning. Containing 4.474 acres more or less.

Also, granted is the right to easements for the construction of driveways as shown colored pink on the attached plat. Said easements expire upon completion and final acceptance of said project by the Department of Transportation.
EXHIBIT “G”
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 23
DATE OF RW PLANS: March 01, 2017
REVISION DATE: April 26, 2019

All those tracts or parcels of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Tract 1
Beginning at a point 80.00 feet right of and opposite Station 164+46.96 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence S 49°27'51.2" W a distance of 100.42 feet to a point 0.20 feet left of and opposite station 163+86.53 on said construction centerline laid out for Effingham Parkway; thence N 40°06'25.9" W a distance of 133.94 feet to a point 80.00 feet left of and opposite station 164+94.09 on said construction centerline laid out for Effingham Parkway; thence S 3°32'06.2" W a distance of 420.51 feet to a point 80.00 feet left of and opposite station 169+14.60 on said construction centerline laid out for Effingham Parkway; thence S 86°27'53.8" W a distance of 30.00 feet to a point 110.00 feet left of and opposite station 169+14.60 on said construction centerline laid out for Effingham Parkway; thence northwesterly 107.60 feet along the arc of a curve (said curve having a radius of 950.00 feet and a chord distance of 107.55 feet on a bearing of N 6°46'47.8" W) to the point 110.00 feet left of and opposite station 170+34.66 on said construction centerline laid out for Effingham Parkway; thence N 52°24'46.6" E a distance of 209.66 feet to a point 80.00 feet right of and opposite station 171+24.98 on said construction centerline laid out for Effingham Parkway; thence southeasterly 134.41 feet along the arc of a curve (said curve having a radius of 1140.00 feet and a chord distance of 134.33 feet on a bearing of S 11°31'43.9" E) to the point 80.00 feet right of and opposite station 170+00.00 on said construction centerline laid out for Effingham Parkway; thence N 81°50'55.5" E a distance of 35.00 feet to a point 115.00 feet right of and opposite station 170+00.00 on said construction centerline laid out for Effingham Parkway; thence southeasterly 94.67 feet along the arc of a curve (said curve having a radius of 1175.00 feet and a chord distance of 94.64 feet on a bearing of S 5°50'35.4" E) to the point 115.00 feet right of and opposite station 169+14.60 on said construction centerline laid out for Effingham Parkway; thence S 3°32'06.2" E a distance of 14.60 feet to a point 115.00 feet right of and opposite station 169+00.00 on said construction centerline laid out for Effingham Parkway; thence S 86°27'53.8" W a distance of 35.00 feet to a point 80.00 feet right of and opposite station 169+00.00 on said construction centerline laid out for Effingham Parkway; thence S 3°32'06.2" E a distance of 453.04 feet back to the point of beginning. Containing 2.602 acres more or less.

Tract 2
Beginning at a point 80.00 feet right of and opposite Station 174+65.08 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence S 52°25'00.6" W a distance of 160.90 feet to a point 80.00 feet left of and opposite station 174+48.07 on said construction centerline laid out for Effingham Parkway; thence N 31°30'53.0" W a distance of 601.93 feet to a point 80.00 feet left of and opposite station 180+50.00 on said construction centerline laid out for Effingham Parkway; thence S 72°13'03.0" W a distance of 44.93 feet to a point 109.30 feet left of and opposite station 180+04.06 on said construction centerline laid out for Effingham Parkway; thence southwesterly 197.64 feet along the arc of a curve (said curve having a radius of 5435.00 feet and a chord distance of 197.63 feet on a bearing of S 56°35'44.6" W) to the point 306.82 feet left of and opposite station 180+77.55 on said construction centerline laid out for Effingham Parkway; thence N 34°26'46.7" W a distance of 2.65 feet to a point 306.66 feet left of and opposite station 180+80.20 on said construction centerline laid out for Effingham Parkway; thence N 55°14'10.7" E a distance of 25.03 feet to a point 281.94 feet left of and opposite station 180+81.13 on said construction centerline laid out for Effingham Parkway; thence N 55°14'10.7" E a distance of 348.88 feet to a point 66.38 feet right of and opposite station 181+00.91 on said construction centerline laid out for Effingham Parkway; thence S
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 23
DATE OF R/W PLANS: March 01, 2017
REVISION DATE: April 26, 2019

42°32'31.5" E a distance of 71.20 feet to a point 80.00 feet right of and opposite station 180°31.02 on
said construction centerline laid out for Effingham Parkway; thence S 31°30'53.0" E a distance of 565.94
feet back to the point of beginning. Containing 2.376 acres more or less.

ALSO granted is the right to an easement for the construction of a driveway as shown colored pink on the
attached plat. Said easement expires upon completion and final acceptance of said project by the
Department of Transportation.
EXHIBIT “H”
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 24
DATE OF R/W PLANS: March 01, 2017
REVISION DATE: April 26, 2019

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 80.00 feet right of and opposite Station 171+24.98 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700), running thence S 52°24'46.6" W a distance of 209.66 feet to a point 110.00 feet left of and opposite station 170+34.66 on said construction centerline laid out for Effingham Parkway, thence northwesterly 356.32 feet along the arc of a curve (said curve having a radius of 950.00 feet and a chord distance of 354.23 feet on a bearing of N 20°46'11.2" W) to the point 110.00 feet left of and opposite station 174+32.24 on said construction centerline laid out for Effingham Parkway; thence N 31°30'53.0" W a distance of 12.65 feet to a point 110.00 feet left of and opposite station 174+44.88 on said construction centerline laid out for Effingham Parkway; thence N 52°25'00.6" E a distance of 191.07 feet to a point 80.00 feet right of and opposite station 174+65.08 on said construction centerline laid out for Effingham Parkway; thence S 31°30'53.0" E a distance of 32.85 feet to a point 80.00 feet right of and opposite station 174+32.24 on said construction centerline laid out for Effingham Parkway; thence southeasterly 330.45 feet along the arc of a curve (said curve having a radius of 1140.00 feet and a chord distance of 329.29 feet on a bearing of S 23°12'38.2" E) back to the point of beginning. Containing 1.596 acres more or less.

ALSO granted is the right to an easement for the construction of a driveway as shown colored pink on the attached plat. Said easement expires upon completion and final acceptance of said project by the Department of Transportation.
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 26
DATE OF R/W PLANS: March 01, 2017
REVISION DATE: January 11, 2019

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 49.80 feet right of and opposite Station 182+00.33 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence S 58°46'52.8" W a distance of 61.07 feet to a point 11.26 feet left of and opposite station 182+00.65 on said construction centerline laid out for Effingham Parkway; thence southwesterly 99.75 feet along the arc of a curve (said curve having a radius of 5879.21 feet and a chord distance of 99.75 feet on a bearing of S 57°52'18.9" W) to the point 111.01 feet left of and opposite station 181+99.58 on said construction centerline laid out for Effingham Parkway; thence N 19°08'43.3" E a distance of 40.10 feet to a point 80.00 feet left of and opposite station 182+25.00 on said construction centerline laid out for Effingham Parkway; thence N 31°30'53.0" W a distance of 709.92 feet to a point 80.00 feet left of and opposite station 189+34.92 on said construction centerline laid out for Effingham Parkway; thence S 41°31'45.7" E a distance of 710.28 feet to a point 43.52 feet right of and opposite station 182+35.46 on said construction centerline laid out for Effingham Parkway; thence S 41°39'26.5" E a distance of 35.68 feet back to the point of beginning. Containing 1.102 acres more or less.

ALSO granted is the right to an easement for the construction of a driveway as shown colored pink on the attached plat. Said easement expires upon completion and final acceptance of said project by the Department of Transportation.
EXHIBIT "J"
EXHIBIT "A"

PROJECT NO.:  
P. I. NO.:  
PARCEL NO.:  
DATE OF R/W PLANS:  
REVISION DATE:  

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Beginning at a point 80.00 feet right of and opposite Station 182+25.00 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence N 74°49'27.7" E a distance of 36.11 feet to a point 114.65 feet right of and opposite station 182+14.84 on said construction centerline laid out for Effingham Parkway; thence N 58°24'50.5" E a distance of 168.87 feet to a point 283.52 feet right of and opposite station 182+15.05 on said construction centerline laid out for Effingham Parkway; thence S 31°35'09.5" E a distance of 14.77 feet to a point 283.54 feet right of and opposite station 182+00.28 on said construction centerline laid out for Effingham Parkway; thence S 58°29'53.5" W a distance of 233.74 feet to a point 49.60 feet right of and opposite station 182+00.33 on said construction centerline laid out for Effingham Parkway; thence N 41°39'26.5" W a distance of 35.68 feet to a point 43.52 feet right of and opposite station 182+35.46 on said construction centerline laid out for Effingham Parkway; thence N 41°31'45.7" W a distance of 710.28 feet to a point 80.00 feet left of and opposite station 189+34.92 on said construction centerline laid out for Effingham Parkway; thence N 41°31'45.7" W a distance of 330.11 feet to a point 137.41 feet left of and opposite station 192+60.00 on said construction centerline laid out for Effingham Parkway; thence N 58°29'07.0" E a distance of 57.41 feet to a point 80.00 feet left of and opposite station 192+60.00 on said construction centerline laid out for Effingham Parkway; thence N 31°30'53.0" W a distance of 618.10 feet to a point 80.00 feet left of and opposite station 198+78.10 on said construction centerline laid out for Effingham Parkway; thence northwesterly 854.91 feet along the arc of a curve (said curve having a radius of 9954.29 feet and a chord distance of 854.64 feet on a bearing of N 33°58'30.4" W) to the point 80.00 feet left of and opposite station 207+39.88 on said construction centerline laid out for Effingham Parkway; thence N 36°26'07.7" W a distance of 1152.41 feet to a point 80.00 feet left of and opposite station 218+92.28 on said construction centerline laid out for Effingham Parkway; thence N 39°48'15.4" E a distance of 164.73 feet to a point 80.00 feet right of and opposite station 219+31.47 on said construction centerline laid out for Effingham Parkway; thence S 36°26'07.7" E a distance of 1191.59 feet to a point 80.00 feet right of and opposite station 207+39.88 on said construction centerline laid out for Effingham Parkway; thence southeasterly 868.65 feet along the arc of a curve (said curve having a radius of 10114.29 feet and a chord distance of 868.38 feet on a bearing of S 33°58'30.4" E) to the point 80.00 feet right of and opposite station 198+78.10 on said construction centerline laid out for Effingham Parkway; thence S 31°30'53.0" E a distance of 678.10 feet to a point 80.00 feet right of and opposite station 192+00.00 on said construction centerline laid out for Effingham Parkway; thence N 58°29'07.0" W a distance of 40.00 feet to a point 120.00 feet right of and opposite station 191+00.00 on said construction centerline laid out for Effingham Parkway; thence S 31°30'53.0" E a distance of 100.00 feet to a point 120.00 feet right of and opposite station 192+00.00 on said construction centerline laid out for Effingham Parkway; thence S 58°29'07.0" W a distance of 40.00 feet to a point 80.00 feet right of and opposite station 191+00.00 on said construction centerline laid out for Effingham Parkway; thence S 31°30'53.0" E a distance of 875.00 feet back to the point of beginning. Containing 12.917 acres more or less.

ALSO granted is the right to easements for the construction of driveways as shown colored pink on the attached plat. Said easements expire upon completion and final acceptance of said project by the Department of Transportation.
EXHIBIT "K"
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 31
DATE OF R/W PLANS: March 01, 2017
REVISION DATE: December 09, 2019

All those tracts or parcels of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

Tract 1
Beginning at a point 80.00 feet right of and opposite Station 327+07.86 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence S 64°00'00.0" W a distance of 171.22 feet to a point 80.00 feet left of and opposite station 327+68.83 on said construction centerline laid out for Effingham Parkway; thence N 46°51'32.5" W a distance of 314.54 feet to a point 80.00 feet left of and opposite station 330+83.36 on said construction centerline laid out for Effingham Parkway; thence N 50°32'33.3" E a distance of 161.34 feet to a point 80.00 feet right of and opposite station 330+62.58 on said construction centerline laid out for Effingham Parkway; thence S 46°51'32.5" E a distance of 354.72 feet back to the point of beginning. Containing 1.229 acres more or less.

Tract 2
Beginning at a point 80.00 feet left of and opposite Station 334+37.91 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence N 87°32'56.8" W a distance of 292.75 feet to a point 289.46 feet left of and opposite station 336+12.90 on said construction centerline laid out for Effingham Parkway; thence N 2°20'31.7" E a distance of 713.73 feet to a point 10.92 feet right of and opposite station 341+97.05 on said construction centerline laid out for Effingham Parkway; thence northwesterly 520.90 feet along the arc of a curve (said curve having a radius of 1150.52 feet and a chord distance of 516.46 feet on a bearing of N 11°44'35.3" E) to the point 39.51 feet right of and opposite station 347+30.97 on said construction centerline laid out for Effingham Parkway; thence S 35°33'22.5" E a distance of 12.30 feet to a point 50.00 feet right of and opposite station 347+24.25 on said construction centerline laid out for Effingham Parkway; thence southwesterly 289.90 feet along the arc of a curve (said curve having a radius of 1010.00 feet and a chord distance of 288.91 feet on a bearing of S 14°30'47.5" W) to the point 50.00 feet right of and opposite station 344+20.00 on said construction centerline laid out for Effingham Parkway; thence S 33°24'43.2" E a distance of 48.06 feet to a point 80.00 feet right of and opposite station 343+80.00 on said construction centerline laid out for Effingham Parkway; thence southwesterly 872.10 feet along the arc of a curve (said curve having a radius of 980.00 feet and a chord distance of 843.61 feet on a bearing of S 21°21'55.3" E) to the point 80.00 feet right of and opposite station 334+36.71 on said construction centerline laid out for Effingham Parkway; thence S 46°51'32.5" E a distance of 184.79 feet to a point 80.00 feet right of and opposite station 332+51.92 on said construction centerline laid out for Effingham Parkway; thence N 87°32'56.8" W a distance of 245.41 feet back to the point of beginning. Containing 4.254 acres more or less.

ALSO, granted is the right to construct and maintain any required slopes and utilities within the easement area shown colored orange on the attached plat and being more particularly described as follows:

Beginning at a point 50.00 feet right of and opposite Station 351+36.53 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence N 35°33'22.5" W a distance of 8.53 feet to a point 41.59 feet right of and opposite station 351+37.99 on said construction centerline laid out for Effingham Parkway; thence northeasterly 210.48 feet along the arc of a curve (said curve having a radius of 1051.99 feet and a chord distance of 210.13 feet on a bearing of N 49°54'32.6" E) to the point 39.07 feet right of and opposite station 353+54.53 on said construction centerline laid out for Effingham Parkway; thence N 53°48'34.4" E a distance of 145.47 feet to a point...
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700) Effingham County
P. I. NO.: 0006700
PARCEL NO.: 31
DATE OF RW PLANS: March 01, 2017
REVISION DATE: December 09, 2019

39.14 feet right of and opposite station 355+00.00 on said construction centerline laid out for Effingham Parkway; thence S 36°13'06.8" E a distance of 10.86 feet to a point 50.00 feet right of and opposite station 355+00.00 on said construction centerline laid out for Effingham Parkway; thence S 53°46'53.2" W a distance of 201.39 feet to a point 50.00 feet right of and opposite station 352+98.81 on said construction centerline laid out for Effingham Parkway; thence southwesterly 154.43 feet along the arc of a curve (said curve having a radius of 1010.00 feet and a chord distance of 154.28 feet on a bearing of S 49°24'04.4" W) back to the point of beginning. Containing 0.086 acres more or less.
EXHIBIT “L”
EXHIBIT "A"

PROJECT NO.: CSMSL-0006-00(700)  Effingham County
P. I. NO.: 0006700
PARCEL NO.: 45
DATE OF RAW PLANS: March 01, 2017
REVISION DATE: December 09, 2019

All that tract or parcel of land lying and being in the 9th Georgia Militia District of Effingham County, Georgia, being more particularly described as follows:

GRANTED is the right to construct and maintain any required slopes and utilities within the easement area shown colored orange on the attached plat and being more particularly described as follows:

Beginning at a point 40.92 feet left of and opposite Station 353+56.15 on the construction centerline of Effingham Parkway on Georgia Highway Project No. CSMSL-0006-00(700); running thence N 28°03'09.8" W a distance of 14.23 feet to a point 55.00 feet left of and opposite station 353+58.17 on said construction centerline laid out for Effingham Parkway; thence N 53°46'53.2" E a distance of 166.83 feet to a point 55.00 feet left of and opposite station 355+25.00 on said construction centerline laid out for Effingham Parkway; thence S 36°13'06.8" E a distance of 14.16 feet to a point 40.84 feet left of and opposite station 355+25.00 on said construction centerline laid out for Effingham Parkway; thence S 53°48'32.7" W a distance of 168.85 feet back to the point of beginning. Containing 0.054 acres more or less.
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.”

**PLEASE TURN OFF YOUR CELL PHONE**

<table>
<thead>
<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
<th>Previous Action of Commissioners</th>
<th>Action Taken</th>
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</thead>
<tbody>
<tr>
<td>I Call to Order</td>
<td>5:00 p.m.</td>
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<tr>
<td>II Invocation</td>
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<tr>
<td>III Pledge to the American Flag</td>
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<tr>
<td>IV Election of Vice Chairman</td>
<td>Board cast vote for election of Vice Chair for the 2020 year</td>
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<tr>
<td>V Agenda Approval</td>
<td>Consideration of a Resolution to approve the agenda</td>
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<tr>
<td>VI Minutes</td>
<td>Consideration to approve the December 3, 2019 Commission Meeting minutes</td>
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<tr>
<td>VII Public Comments</td>
<td>Agenda Items ONLY</td>
<td></td>
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<tr>
<td>VIII Correspondence</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
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<tr>
<td>IX New Business</td>
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<tr>
<td>01 Agreement</td>
<td>Consideration to approve to ratify the Lease Agreement with Ricoh USA, Inc. for copiers</td>
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<td>Fiona Charleton</td>
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<tr>
<td>02 Agreement</td>
<td>Consideration to approve a temporary facility lease/rental Agreement with the City of Guyton for the use of a fire station</td>
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<td>Clint Hodges</td>
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<tr>
<td>03 Plat/Deed</td>
<td>Consideration to approve a Final Plat and Warranty Deed for Park West, Phase 4C-1 located off of Noel C. Conaway Road consisting of 15 lots Map# 419 Parcel# 2</td>
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<td>Teresa Concannon</td>
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<tr>
<td>04 Letter</td>
<td>Consideration to approve to authorize the Chairman to sign a Landfill Letter for the Georgia-Pacific Warehouse site on Old Augusta Road South</td>
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<tr>
<td>Teresa Concannon</td>
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<tr>
<td>05 CIE</td>
<td>Consideration to approve a Resolution to adopt the Fiscal Year 2019 Capital Improvement</td>
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<td>Teresa Concannon</td>
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</table>
| **06** | **Grant**  
*Christy Carpenter* | Consideration to approve to an internship grant application to ACCG Civic ACCG Civic Affairs Foundation |
| **07** | **Application**  
*Christy Carpenter* | Consideration to approve to submit a secure the vote (STV) grant Application to the Georgia Secretary of State |
| **08** | **Proposal/Contract**  
*Tim Callanan* | Consideration to approve to accept a Proposal and award a Contract to Hussey Gay Bell for professional services for the Hodgeville Lift Station #4 design project |
| **09** | **Agreement**  
*Tim Callanan* | Consideration to approve a revised Intergovernmental Agreement between the Effingham County Board of Commissioners and the City of Rincon for the Fort Howard Road Roundabout |
| **10** | **Resol/Contract**  
*Tim Callanan* | Consideration to approve a Bond Resolution and an Intergovernmental Lease Contract by and between the Effingham County Industrial Development Authority and Effingham County related to revenue bonds for reimbursement and to finance the cost of construction for a new gym at the Morgan Complex |
| **11** | **Resolution**  
*Tim Callanan* | Consideration to approve a Resolution to authorize the County Attorney to enact legal action through condemnation |
| **X** | **Reports from Administrative Staff & Commissioners** |   |
| **XI** | **Executive Session** | Discussion of Personnel, Property and Pending Litigation |
| **XII** | **Executive Session Minutes** | Consideration to approve the December 3, 2019 Commission meeting executive session minutes |
| **XIII** | **Adjournment** |   |
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.

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<td>Elected Comm. Deloach as Vice Chair</td>
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<td></td>
</tr>
<tr>
<td>VIII Correspondence</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
<td>Stated by Chair</td>
<td></td>
</tr>
<tr>
<td>IX New Business</td>
<td></td>
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</tr>
<tr>
<td>01 Agreement Fiona Charleton</td>
<td>Consideration to approve to ratify the Lease Agreement with Ricoh USA, Inc. for copiers</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>02 Agreement Clint Hodges</td>
<td>Consideration to approve a temporary facility lease/rental Agreement with the City of Guyton for the use of a fire station</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>03 Plat/Deed Teresa Concannon</td>
<td>Consideration to approve a Final Plat and Warranty Deed for Park West, Phase 4C-1 located off of Noel C. Conaway Road consisting of 15 lots Map# 419 Parcel# 2</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>04 Letter Teresa Concannon</td>
<td>Consideration to approve to authorize the Chairman to sign a Landfill Letter for the Georgia-Pacific Warehouse site on Old Augusta Road South</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>05 CIE</td>
<td>Consideration to approve a Resolution to adopt</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td><strong>Teresa Concannon</strong></td>
<td>the Fiscal Year 2019 Capital Improvement Element (CIE) Annual Update</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **06 Grant** | **Christy Carpenter** | Consideration to approve to an internship grant application to ACCG Civic ACCG Civic Affairs Foundation | Approved  
| **07 Application** | **Christy Carpenter** | Consideration to approve to submit a secure the vote (STV) grant Application to the Georgia Secretary of State | Approved  
| **08 Proposal/Contract** | **Tim Callanan** | Consideration to approve to accept a Proposal and award a Contract to Hussey Gay Bell for professional services for the Hodgeville Lift Station #4 design project | Approved  
| **09 Agreement** | **Tim Callanan** | Consideration to approve a revised Intergovernmental Agreement between the Effingham County Board of Commissioners and the City of Rincon for the Fort Howard Road Roundabout | Approved  
| **10 Resol/Contract** | **Tim Callanan** | Consideration to approve a Bond Resolution and an Intergovernmental Lease Contract by and between the Effingham County Industrial Development Authority and Effingham County related to revenue bonds for reimbursement and to finance the cost of construction for a new gym at the Morgan Complex | Approved  
| **11 Resolution** | **Tim Callanan** | Consideration to approve a Resolution to authorize the County Attorney to enact legal action through condemnation | Approved  
| **X Reports from Administrative Staff & Commissioners** | | T. Callanan  
S. Johnson  
Comm. Kieffer  
Comm. Burdette  
| **XI Executive Session** | Discussion of Personnel, Property and Pending Litigation | No executive session was held  
| **XII Executive Session Minutes** | Consideration to approve the December 3, 2019 Commission meeting executive session minutes | Approved as read  
| **XIII Adjournment** | | 5:46 pm  

**Members Present:**  
Wesley Corbitt  
Roger Burdette  
Jamie Deloach  
Reginald Loper  
Phil Kieffer  

**Not Present:**  
Forrest Floyd