1. September 7, 2021 Meeting Agenda
   Documents:
   
   09072021 MEETINGAGENDA.PDF

1.I. September 7, 2021 Final Agenda
   Documents:
   
   09072021 AGENDA.DOCX_FINAL.PDF

2. September 7, 2021 Meeting Packet
   Documents:
   
   09072021_MEETING PACKET.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.

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**PLEASE TURN OFF YOUR CELL PHONE**

Agenda

**Virtual Meeting Information:**

Zoom link: https://zoom.us/j/98715219287?pwd=ZHBjOFRmVXJZak0vakJvbXN6L3iTZz09

Phone Number: 1-929-436-2866

Meeting ID: 987 1521 9287

Access Code: 901128

I. Roll Call
II. Call to Order
III. Invocation
IV. Pledge to the American Flag
V. Agenda Approval - Consideration of a Resolution to approve the agenda.
VI. Minutes - Consideration to approve the August 17, 2021 regular meeting minutes, August 27-28, 2021 retreat minutes and the August 30, 2021 special called meeting minutes
VII. Public Comments - Comments shall pertain to agenda items only. When speaking you must clearly state your full name into the microphone for the record
VIII. Correspondence - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner’s website.
IX. Consent Agenda

1. [2021-435 Agreement]
   Consideration to approve a Lease Agreement for the Radio Communications Tower with State Properties Commission (Georgia Forestry Commission)

2. [2021-436 Form]
   Consideration to approve to ratify the ACCG Safety Discount Forms to receive insurance discounts

X. Old Business

1. [2021-370 Public Hearing] Teresa Concannon
   The Planning Board recommends approving an application by Pinehill Group, LLC./Matthew Byrd as agent for Suzanne B. Spivey to rezone 16.95 acres located on Noel C. Conaway Road from AR- to R-3 for a future multi-family residential community Map# 376 Parcel# 16 in the First District (postponed by the BOC 07/20/2021)

2. [2021-371 Second Reading] Consideration to approve the Second Reading of an application by Pinehill Group, LLC./Matthew Byrd as agent for Suzanne B. Spivey to rezone 16.95 acres located on Noel C. Conaway Road from AR- to R-3 for a future multi-family residential community Map# 376 Parcel# 16 in the First District (postponed by the BOC 07/20/2021)

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17. [2021-453 2nd Reading]
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the required buffers between I-1 Heavy Industrial and R-1 and AR-1 zoning districts Map# 476 Parcel# 4B & 4D in the Fifth District

18. [2021-454 Sketch Plan] Teresa Concannon

The Planning Board recommends denying an application by Greg Coleman, as agent for Cowan Investments, LLC, for a Sketch Plan for the Cowan property Map# 476 Parcel# 4B & 4D in the Fifth District

19. [2021-455 Resolution] Teresa Concannon

Consideration to approve Resolution# 021-045 transmitting the Fiscal Year 2021 Capital Improvement Element (CIE) Annual update to the Coastal Regional Commission and the Department of Community Affairs for review

20. [2021-456 Ordinance] Teresa Concannon

Consideration to approve the Second Reading of an Ordinance to amend Appendix C, Article VII - Planning Board Section 7.1.2 Meetings of the Effingham County Code of Ordinances

XII. Reports from Commissioners & Administrative Staff

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

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

XV. 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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**Agenda**

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Access Code: 901128

I. Roll Call – Corbitt/Burdette/Floyd/Deloach/Loper/Kieffer

II. Call to Order – 5:01 pm

III. Invocation – Commissioner Burdette

IV. Pledge to the American Flag – sounded in unison

V. Agenda Approval - Consideration of a Resolution to approve the agenda.

   *Approved with the addition of New Business# 21-25*

VI. Minutes - Consideration to approve the August 17, 2021 regular meeting minutes, August 27 -28, 2021 retreat minutes and the August 30, 2021 special called meeting minutes

   *Approved as read*

VII. Public Comments - Comments shall pertain to agenda items only. When speaking you must clearly state your full name into the microphone for the record

   *Stated by Chairman Corbitt*

VIII. Correspondence - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner’s website
Stated by Chairman Corbitt

IX. Consent Agenda

1. [2021-435 Agreement] (approved)
   Consideration to approve a Lease Agreement for the Radio Communications Tower with State Properties Commission (Georgia Forestry Commission)

2. [2021-436 Form] (approved)
   Consideration to approve to ratify the ACGG Safety Discount Forms to receive insurance discounts

X. Old Business

1. [2021-370 Public Hearing] Teresa Concannon (approved w/ stipulations)
   The Planning Board recommends approving an application by Pinehill Group, LLC./Matthew Byrd as agent for Suzanne B. Spivey to rezone 16.95 acres located on Noel C. Conaway Road from AR-1 to R-3 for a future multi-family residential community Map# 376 Parcel# 16 in the First District (postponed by the BOC 07/20/2021)

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XI. New Business

1. [2021-437 Agreement] Chris Reed (approved)
   Consideration to approve a Services Agreement with Motorola Solutions for the annual maintenance agreement for the 700/800 mhz radio system and 911 consoles

2. [2021-438 Resolution] Christy Carpenter, Mark Barnes (approved)
   Consideration to approve Resolution# 021-042 to correct an error on the previously adopted 2021 fire fee resolution

3. [2021-439 Contract] Vicki Dunn (approved)
   Consideration to approve to cancel the Employee Assistant Program Contract with Anthem and enter into a Contract with Meritain

4. [2021-440 Budget Resolution] Christy Carpenter, Mark Barnes (approved)
   Consideration to approve Resolution# 021-043 to amend the FY 2021-2022 Budget related to Juvenile Justice

5. [2021-441 Budget Resolution] Christy Carpenter, Mark Barnes (approved)
   Consideration to approve Resolution# 021-044 to amend the FY 2021-2022 Budget related to Effingham Health System
6. **[2021-442 Grant] Christy Carpenter Mark Barnes (approved)**
   Consideration to approve to accept a Grand Award from the Georgia Department of Natural Resources (GDNR) Coastal Incentive Grant (CIG) Program

7. **[2021-443 Agreement] Alison Bruton (approved)**
   Consideration to approve Amendment 2 to the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc. Contract renewal

8. **[2021-444 Agreement] Alison Bruton (approved)**
   Consideration to approve the Area of Rescue Monitoring Agreements with Southeastern System Technologies for the new Administration Building

   Consideration to approve a list of vehicles for lease through the Enterprise Fleet Program

10. **[2021-446 Contract] Alison Bruton (approved)**
    Consideration to approve to award Contract 22-001 with S & Me, Inc for planning consultant for Development Services Code Revisions

11. **[2021-447 Final Plat] Teresa Concannon (approved)**
    Consideration to approve a Final Plat and Warranty Deed to accept the infrastructure identified for Park West, Phase 5D in the 2nd District

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    Consideration to approve a Final Plat for Randy Hadden located on Hwy 80, consisting of three lots Map# 354 Parcel# 21 in the First District

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    Consideration to approve a Final Plat and Warranty Deed for Blandford Crossing, phase 2 located on Blandford Road, consisting of 50 lots Map# 414 Parcel# 13 in the Second District

    The Planning Board recommends approving an application by Greg Coleman, as agent for Cowan Investments, LLC. to rezone 71.24 acres located on Old Augusta Road from R-1 to I-1 Heavy Industrial for the development of industrial warehouse Map# 476 Parcel# 4B & 4D in the Fifth District

15. **[2021-451 Second Reading] (postponed to October 5, 2021)**
    Consideration to approve the Second Reading of an application by Greg Coleman, as agent for Cowan Investments, LLC. to rezone 71.24 acres located on Old Augusta Road from R-1 to I-1 Heavy Industrial for the development of industrial warehouse Map# 476 Parcel# 4B & 4D in the Fifth District

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17. [2021-453 2nd Reading] *(postponed to October 5, 2021)*  
Consideration to approve the Second Reading of an application by **Greg Coleman**, as agent for **Cowan Investments, LLC**, for a Variance located on Old Augusta Road from the required buffers between I-1 Heavy Industrial and R-1 and AR-1 zoning districts Map# 476 Parcel# 4B & 4D in the Fifth District

18. [2021-454 Sketch Plan] **Teresa Concannon (postponed to October 5, 2021)**  
The Planning Board recommends denying an application by **Greg Coleman**, as agent for **Cowan Investments, LLC**, for a Sketch Plan for the Cowan property Map# 476 Parcel# 4B & 4D in the Fifth District

19. [2021-455 Resolution] **Teresa Concannon (approved)**  
Consideration to approve Resolution# 021-045 transmitting the Fiscal Year 2021 Capital Improvement Element (CIE) Annual update to the Coastal Regional Commission and the Department of Community Affairs for review

20. [2021-456 Ordinance] **Teresa Concannon (approved 2nd Reading)**  
Consideration to approve the Second Reading of an Ordinance to amend Appendix C, Article VII - Planning Board **Section 7.1.2 Meetings** of the Effingham County Code of Ordinances

**ADDITION TO AGENDA**

21. [2021-457 Payment] **Vicki Dunn (approved)**  
Consideration to approve a bonus payment for Emergency Medical Service personnel in the amount of $57,750

22. [2021-458 Agreement] **Vicki Dunn (approved)**  
Consideration to approve Amendment# 2 of the Intergovernmental Agreement for the Juvenile Court in the Ogeechee Judicial Circuit

23. [2021-459 Agreement] **Alison Bruton (approved)**  
Consideration to approve Amendment# 1 to the Guyton Fire Building Lease Agreement

24. [2021-460 Change Order] **Eric Larson (approved)**  
Consideration to approve Change Order# 1 from APAC-Atlantic related to the Bluejay McCall Roads Realignment project

25. [2021-461 Agreement] **(approved)**  
Consideration to approve to ratify the Special Purpose Local Option Sales Tax (SPLOST) Intergovernmental Agreement between Effingham County and the cities of Rincon, Springfield and Guyton and amend Resolution# 021-039 to correct grammatical errors

XII. **Reports from Commissioners & Administrative Staff**  
Callanan/Johnson/Deloach/Burdette

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

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

XV. **Adjournment – 6:36 pm**
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XIII. Executive Session - Discussion of Personnel, Property and Pending Litigation

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

XV. Adjournment
Staff Report

Subject: Tower Space for the GA Forestry Commission
Author: Alison Bruton, Purchasing Tech. & Clint Hodges, Fire Chief / EEMA Director
Department: 
Meeting Date: September 7, 2021
Item Description: Approval of Lease Agreement for the Radio Communications Tower with State Properties Commission (Georgia Forestry Commission)

Summary Recommendation: Staff recommends approval of the Lease Agreement for the Radio Communications Tower with State Properties Commission (Georgia Forestry Commission)

Executive Summary/Background:
- This Lease Agreement is for tower space located at 240 Public Safety Boulevard in Guyton to allow the State Properties Commission/Georgia Forestry Commission to place radio equipment.
- The term of this agreement is July 1, 2021 through June 30, 2022 at the rate of $1.00 per year. There is an option to renew for five (5) additional periods of one (1) year each.
- The Lease Agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Approval of the Lease Agreement for the Radio Communications Tower located at 240 Public Safety Boulevard in Guyton with the State Properties Commission (Georgia Forestry Commission)
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing / EEMA
Funding Source:
The cost incurred by the County is for standard utility power, upkeep of the tower and upkeep of the back-up generator.
Attachments:
1. Radio Communications Tower Lease Agreement
RADIO COMMUNICATIONS TOWER
LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter “Agreement”) is made and entered into this _____ day of ______________, 20___, by and between EFFINGHAM COUNTY BOARD OF COMMISSIONERS (hereinafter "Landlord") and the STATE PROPERTIES COMMISSION, an entity within the executive branch of the State Government of Georgia (hereinafter "Tenant").

WHEREAS, Landlord is the owner of certain land located at 240 Public Safety Boulevard, in Guyton, Effingham County, Georgia, Latitude 32 16’ 56.40 North, Longitude 81 21’ 40.90 West as shown on Exhibit “A”, attached hereto and incorporated herein by reference, improved with a radio communications tower and equipment building (said radio communications tower and equipment building are hereinafter collectively referred to as the “Premises”); and

WHEREAS, Landlord desires to lease to Tenant said Premises, and Tenant desires to lease the Premises on the terms and conditions stated herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. USE OF RADIO COMMUNICATIONS TOWER

Landlord does hereby agree to lease the Premises to the Tenant for the purposes of placing upon the Premises radio equipment (hereinafter referred to as “Equipment”). Said Equipment is inventoried and listed on Exhibit “B” attached hereto and incorporated herein by reference.

2. TERM

This Agreement shall commence on the 1st day of July, 2021 (the “Commencement Date”). This Agreement shall end at 11:59 p.m. on the 30th day of June, 2022 (the “Expiration Date”) unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the “Term.”
3. **LANDLORD’S FAILURE TO DELIVER PREMISES**

Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the option to terminate based upon the Landlord’s failure to deliver the Premises then there shall be a total abatement of rent during the period between the date of commencement and the time the Landlord delivers possession of the Premises to the Tenant.

4. **RENT**

For the rights herein granted by Landlord to Tenant, for and during the Term of this Agreement, Tenant shall pay to Landlord the amount of **One Dollar ($1.00) per year** (hereinafter referred to as “Rent”). All monthly rentals due hereunder shall be paid in advance on or before the 1st day of each calendar month during the Term of this Agreement.

5. **RENEWAL OPTIONS**

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **five (5) additional periods of one (1) year each** (hereinafter referred to as “Renewal Option(s)”). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant’s Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option. It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement on the part of Tenant have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are hereinafter collectively referred to as the “Term.”

6. **RENEWAL RENTAL RATE**

Should Tenant renew this Agreement as provided as provided above, the following rates shall apply:

a. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) $1.00 per year.

b. State Fiscal Year 2024 (beginning July 1, 2023 and ending June 30, 2024) $1.00 per year.
c. State Fiscal Year 2025 (beginning July 1, 2024 and ending June 30, 2025) $1.00 per year.
d. State Fiscal Year 2026 (beginning July 1, 2025 and ending June 30, 2026) $1.00 per year.
e. State Fiscal Year 2027 (beginning July 1, 2026 and ending June 30, 2027) $1.00 per year.

7. TENANT'S RIGHT OF ACCESS

Landlord agrees that Tenant shall have free access to the Premises for the purpose of installing the radio equipment and during the Term of the Agreement. Free ingress and egress to said Premises is hereby granted to Tenant for the purpose of maintenance and repair. It is agreed, however, that only authorized engineers of Tenant or persons under their direct supervision will be permitted to enter the Premises. At no time shall the Tenant move equipment belonging to Landlord or other third-party tenants from its original locations, add additional equipment to other equipment belonging to Landlord or other third-party tenants, or remove equipment belonging to Landlord or other third-party tenants from said Premises without the expressed written permission of the Landlord.

8. OPERATION OF EQUIPMENT

Tenant shall install, operate and maintain its Equipment located upon the Premises in accordance with all applicable laws and regulations. Tenant agrees to install radio equipment of types and frequencies which would not cause interference to the equipment or transmissions of the Landlord, or other tenants on the leased premises, or to equipment or transmissions of Landlord, other tenants or other parties, not located on the leased premises. In the event Tenant's Equipment causes such interference, at its sole cost and expense, Tenant shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Tenant agrees to then immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event Tenant cannot eliminate such interference after using its best efforts to do so, this Agreement shall then immediately terminate without further obligation by either party, except for Tenant's obligation to pay all Rent owed to Landlord under this Agreement up to the date of such termination. If Tenant fails to cease using or operating the Equipment causing such interference beyond the prescribed time-frame of forty-eight (48) hours, Landlord has the right to disconnect the equipment causing such interference. If termination is necessary due to interference, Tenant has the right to access the Premises within the thirty (30) days following the termination date for the purposes of removing its Equipment from the Premises. In the event that the equipment or transmissions of Landlord or a third-party tenant of Landlord should cause harmful radio interference to the equipment or transmissions of Tenant, and upon written notice by Tenant to Landlord of such interference, Landlord shall attempt to coordinate with Tenant, the third party tenant and the Federal Communications Commission.
 (“FCC”) to take steps necessary to correct and eliminate such harmful radio interference. In the event Landlord cannot eliminate such interference after using its best efforts to do so within a reasonable length of time (not to exceed forty-eight (48) hours from receipt of Tenant’s written notice), Landlord and Tenant hereby agree that Tenant shall have the right to then immediately terminate this Agreement without further obligation by Tenant.

9. EQUIPMENT STIPULATIONS

(a) All Equipment maintained on the Premises by Tenant as of the date of this Agreement shall remain in the locations currently designated for such Equipment and shall be relocated on the Premises only upon the mutual written consent of the parties hereto.

(b) Landlord, or his designated representative, shall have the sole right initially and during the Term of this Agreement to:

(1) determine the location of the Equipment,

(2) approve the size, type, and quality of the Equipment (including any and all electrical connections thereof),

(3) require Tenant to take whatever action is necessary to eliminate objectionable interference by Tenant's Equipment with equipment or transmissions of Landlord or any other tenant of the Premises. All transmitters must be equipped with any transmitter isolator devices necessary to minimize spurious radiations, as determined by Landlord.

10. UTILITIES

Landlord shall provide standard utility power and back-up generator power for Tenant’s equipment under this Agreement.

11. END OF TERM

At the expiration or termination of this Lease, Tenant shall remove all Equipment from the Premises, which was placed there by Tenant and shall restore the Premises to that condition as existed upon the commencement of this Agreement, normal wear and tear excepted.

12. MAINTENANCE, DAMAGE OR DESTRUCTION

Landlord shall be responsible for the repair and maintenance of its radio communications tower and equipment building. Additionally, Landlord shall maintain the trees, woods, and brush on its property
within the immediate vicinity of the radio communications tower and equipment building so as to reasonably prevent damage to the Landlord’s improvements and the Premises caused by falling trees, limbs, woods or brush. If the Premises or any portions thereof in which the Equipment is located is damaged by fire or any other casualty and if such damage has rendered the Premises untenantable, this Agreement may terminate at the option of either party. Tenant shall be responsible for the payment of all Rent due to Landlord through the date of termination. Nothing contained in this Agreement shall be construed as requiring Landlord or Tenant to rebuild all or any portion of the Premises.

13. LIABILITY

In connection with Tenant's use of Premises, Landlord shall not be liable to Tenant for any loss or damage, regardless of cause, except damage caused by Landlord's negligence.

14. INSURANCE

The State of Georgia is self-insured and can provide evidence of such upon written request.

15. LIENS

Tenant shall not permit any mechanics, materialman’s or other liens to stand against the Premises for any labor or material furnished by the Tenant in connection with work of any character performed on the Premises by or at the direction of the Tenant.

16. EMINENT DOMAIN

If the radio communications tower, equipment building, or any portions thereof, in which the Premises are located, is taken by eminent domain, this Agreement shall terminate upon the date of such taking, and the Rent shall be apportioned to the date upon which the property is taken. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

17. DEFAULT

The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any Rent and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and
completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of Rent), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant’s effects from Premises.

18. NOTICES

All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed as follows:

If to Landlord: Effingham County Board of Commissioners
Attn: Stephanie D. Johnson
601 N. Laurel Street
Springfield, Georgia 31329
Telephone Number: (912) 754-2123

If to Tenant: State Properties Commission
Attn: Leasing Division
270 Washington Street, Suite 2-129
Atlanta, GA 30334
Telephone Number: (404) 656-2355

With copy to: Georgia Forestry Commission
Attn: Candice Smith
5645 Riggins Mill Road
Dry Branch, Georgia 31020
Telephone Number: (478) 751-3510

Or any such other address as the parties may from time to time designate in writing.

19. ASSIGNMENT

Except to another entity within the State Government of Georgia, Tenant shall not assign this Agreement or sublet the Premises or any part thereof without prior written consent of the Landlord, which
shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Agreement as Tenant. Assignment of or subleasing in no way relieves Tenant of all the terms and conditions of this Agreement.

20. WAIVER

Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder, shall not operate as a waiver thereof.

21. BINDING EFFECT

This Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. GEORGIA AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia.

23. SEVERABILITY

Should any provision of this Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

24. RIDER

A Rider, identified as “EXHIBIT C,” is attached hereto and incorporated herein sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

25. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations between such parties and can be amended, supplemented or changed only by agreement in writing which makes specific reference to this Agreement and which is signed by each party hereto.
IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

Signed, sealed and delivered as to Landlord in the presence of:

__________________________________
Unofficial Witness

__________________________________
Notary Public
My Commission Expires:

(Affix and Impress Notary Public Seal Here)

LANDLORD:
EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: _____________________________
Name: ___________________________
Title: ___________________________

By: _____________________________
Name: ___________________________
Title: ___________________________

Attest: ___________________________
Name: ___________________________
Title: ___________________________

Signed, sealed and delivered as to Tenant in the presence of:

__________________________________
Unofficial Witness

__________________________________
Notary Public
My Commission Expires:

(Affix and Impress Notary Public Seal Here)

TENANT:
STATE PROPERTIES COMMISSION

By: _____________________________
Name: ___________________________
Title: ___________________________

By: _____________________________
Name: ___________________________
Title: ___________________________
EXHIBIT A

[Radio Communication Tower Location to Be Attached]
EXHIBIT B

[Inventory of Equipment]

1. One (1) Repeater
EXHIBIT C

RIDER

This Rider shall be a part of the foregoing Lease Agreement (the “Agreement”) by and between EFFINGHAM COUNTY BOARD OF COMMISSIONERS as “Landlord,” and the STATE PROPERTIES COMMISSION as “Tenant.” In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement’s Exhibits.

Landlord and Tenant hereby acknowledge and agree that during the time period from July 1, 2018 through the Commencement Date of this Agreement (the “At-Will Period”):

1. Tenant’s Subtenant or the state entity occupying the Premises (the “Occupying Agency”) continually occupied the Premises.
2. The Occupying Agency continued to pay Rent to Landlord for the Premises.
3. Landlord continued to accept Rent from the Occupying Agency; and
   a) no additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period; unless expressly provided for in this Agreement.
   b) no additional amounts are due from Landlord to Tenant and/or the Occupying Agency for obligations accruing during the At-Will Period, unless expressly provided for in this Agreement.
4. This Agreement supersedes all prior written or oral agreements between Landlord and Tenant and/or the Occupying Agency relating to the Premises during the At-Will Period.
Staff Report

Subject: Approval of Safety Discount Verification Form.
Author: Vicki Dunn, Human Resources Director
Department: Human Resources
Meeting Date: August 17, 2021
Item Description: Approval of Effingham County Board of Commissioners participation in the Safety Discount Program.

Summary Recommendation
The County’s Worker’s Compensation insurance and the property and liability insurance are with the ACCG. Counties that participate in the insurance programs are eligible for discounts on the worker’s compensation and the property and liability insurance. The Safety Discount Verification Forms are required each year for continuation in the discount program.

Executive Summary
Each year ACCG offers a 7.5% discount on the Worker’s Compensation insurance and a 5% discount on our property and liability insurance to counties that participate in the Safety Discount program. We must submit the required forms appointing a ACCG-GSIWCF Safety Coordinator and a ACCG-IRMA Safety Coordinator. The appointed Safety Coordinator is required to meet training requirements which have been completed and listed on the attached forms. The forms are required to be turned in no later than September 15th each year and in order to meet the deadline the forms were signed before presentation to the Board.

Background
- Review of department structure and workload determined need for reorganization to better use personnel and resources.
- Provide oversight to GIS personnel.

Alternatives
1. Recommend approval of the Safety Discount Forms to receive the insurance discounts.
2. Do not ratify the approval and do not participate in the insurance discount program with ACCG.

Other Alternatives: None

Department Review: Human Resources

Funding Source: Additional funds are not required.

Attachments: ACCG-IRMA Safety Discount Verification Form
ACCG-GSIWCF Safety Discount Verification Form
INTERLOCAL RISK MANAGEMENT AGENCY

SAFETY DISCOUNT VERIFICATION FORM

If the organization is a member of the ACCG - IRMA (property & liability) Insurance Program, complete this SAFETY DISCOUNT VERIFICATION FORM and return between

August 2, 2021 and September 15, 2021

- The appointed ACCG-IRMA Safety Coordinator is Vicki Dunn

  Position: Human Resources Director
  Email: v Dunn@Effingham County.org

  □ Yes □ No If there is a change in the safety coordinator, please advise if the previous contact is still affiliated with the county to maintain a current database.

TRAINING REQUIREMENTS

- SAFETY COORDINATORS
  □ Complete Safety Coordinator Modules I, II, or III

- ANY MEMBER EMPLOYEE
  □ Attend LGRMS Training Course or Webinars

DEPARTMENTAL SAFETY MEETINGS
  □ Oct-Dec □ Jan-Mar □ Apr-Jun □ Jul-Sep

SAFETY COMMITTEE MEETINGS
  □ Oct-Dec □ Jan-Mar □ Apr-Jun □ Jul-Sep

SAFETY ACTION PLAN [DUE APRIL 30TH TO LGRMS]

  4/28/2021

The members of the Board of Commissioners of Effingham County hereby verify that they fully comply with the requirements of the Safety Discount Program.

  8/17/2021

County Chairman Signature

Date

Email accg insurance@accc.org
GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND

SAFETY DISCOUNT VERIFICATION FORM
If the organization is a member of the ACCG-GSIWCF [workers' comp] Insurance Program, complete this SAFETY DISCOUNT VERIFICATION FORM and return between August 2, 2021 and September 15, 2021

- The appointed ACCG-GSIWCF Safety Coordinator is Vicki Dunn (Safety Coordinator is responsible for the Safety Program)

  Position: Human Resources Director  
  Email: vdunn@effinghamcounty.org

☐ Yes ☐ No If there is a change in the safety coordinator, please advise if the previous contact is still affiliated with the county to maintain a current database.

TRAINING REQUIREMENTS

- SAFETY COORDINATORS
  ☐ COMPLETE SAFETY COORDINATOR MODULES I, II, OR III

  Module I 8/25/20, Module II 9/1/20, Module III 9/8/20

- ANY MEMBER EMPLOYEE
  ☐ ATTEND LGRMS TRAINING COURSE OR WEBINARS

  Social Media Risks & Controls, 4/15/21, Certified Crisis Coordinator 3/23/21, Active Violence in the Workplace 6/7/21

  (COURSE / DATE)

DEPARTMENTAL SAFETY MEETINGS ☐ OCT-DEC ☐ JAN-MAR ☐ APR-JUN ☐ JUL-SEP

SAFETY COMMITTEE MEETINGS ☐ OCT-DEC ☐ JAN-MAR ☐ APR-JUN ☐ JUL-SEP

SAFETY ACTION PLAN [DUE APRIL 30th TO LGRMS] 4/28/2021

DATE SUBMITTED

The members of the Board of Commissioners of Effingham County hereby verify that they fully comply with the requirements of the Safety Discount Program.

8/17/2021

County Chairman Signature  
Date

Email accginsurance@accc.org
Staff Report

Subject: Rezoning (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2021

Item Description: Pinehill Group, LLC/ Matthew Byrd as agent for Suzanne B. Spivey requests to rezone 16.95 acres from AR-1 to R-3 for the future development of a multi-family residential community. Located on Noel C. Conaway Road.

Map# 376 Parcel# 16

Summary Recommendation
Staff have reviewed the application, and recommend approval of the request to rezone 16.95 acres from AR-1 to R-3 for the future development of a multi-family residential community.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- Permitted uses in R-3 include single and multi-family housing and some commercial uses.
- The R-3 multi-family zoning district allows up to 12 units per acre, and up to 40% lot coverage.
- The sketch plan review process will involve a required pre-application meeting with Development Services, the Fire Chief, and Engineering, to clarify road design & ownership, parcel subdivision, parking needs, and housing types.
- The property is located between Southbend, a single family, PD-Residential subdivision, and South Effingham High School.
- A 23.88-acre parcel (375-3) across Noel C. Conaway Road was rezoned to R-3 in 2006, but has not been developed. The parcel is currently owned by Countryside Baptist Church.
- County water and sewer is available in the area.
- At the June 15 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 16.95 acres from AR-1 to R-3, with the following conditions:
  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.
  2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.
  3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
  4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- Peter Higgins seconded the motion. The motion carried unanimously.
- At the July 20 meeting, the Board postponed a vote on this item, and directed the applicant to meet with staff. The applicant will report on any application changes at the September 7 Board meeting.

Alternatives
1. Approve the request to rezone 16.95 acres from AR-1 to R-3, with the following conditions:
   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.
   2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.
   3. Applicant/owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.

5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

2. Deny the request to rezone 16.95 acres from AR-1 to R-3.

Recommended Alternative: 1  Other Alternative: 2

Department Review: Development Services FUNDING: N/A
Attachments: 1. Rezoning Application and Checklist 4. Plat
2. Ownership Certificate/Authorization 5. Aerial Photograph
3. Deed
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 05/25/21

Applicant/Agent: Pine Hill Group, LLC / Matthew Byrd

Applicant Email Address: m.byrde.matthewbyrdhomes.com

Phone # 912-709-4400

Applicant Mailing Address: 122 Canal Street, Suite 108

City: Pooler State: GA Zip Code: 31322

Property Owner, if different from above: Suzanne B. Spivey

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): motorsbo@gmail.com

Phone # 912-631-2462

Owner's Mailing Address: 1218 Cambridge Dr

City: Rincon State: GA Zip Code: 31326

Property Location: Noel C. Conaway Road (Hwy 30)

Proposed Road Access: Noel C. Conaway Road (Hwy 30)

Present Zoning of Property: AR1 Proposed Zoning: R3

Tax Map-Parcel #: 0371000106 Total Acres: 11.95 Acres to be Rezoned: 11.95

Lot Characteristics: 

WATER

_____ Private Well

X_____ Public Water System

SEWER

_____ Private Septic System

X_____ Public Sewer System

If public, name of supplier: N/A

Justification for Rezoning Amendment: 

List the zoning of the other property in the vicinity of the property you wish to rezone:

North Residential R3 South Residential R3-PUD

East Residential R3-PUD West Special district - South Effingham High School

Rev 05052021
1. Describe the current use of the property you wish to rezone.
The property is currently vacant and zoned AP-1. The property is located between South Effingham High School and an R3 PUD neighborhood.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned? NO.

3. Describe the use that you propose to make of the land after rezoning.
We would like to rezone the property to R3 and develop a multi-family community.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
The North is zoned R3 residential, the East and South is zoned R3 residential PUD and the West is a special district (High School).

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
The property is going to look and feel like the adjacent neighborhoods, near a school. We feel like this is the best use of the property.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
NO.

Applicant Signature: ___________________________ Date 5/25/2021
AUTHORIZATION OF PROPERTY OWNER

I, Suzanne B. Spivey (Proctor), being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning Amendment Approval. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: Pine Hill Group, LLC
Name of Agent: Matthew Byrd
Applicant/Agent Address: 122 Canal Street, Suite 105
City: Pooler State: GA Zip Code: 31322
Phone: 912-328-6500 Email: mbyrd@matthewbyrdhomes.com

Owner’s signature: Suzanne B. Spivey (Proctor)
Print Name: Suzanne B. Spivey (Proctor)

Personally appeared before me Suzanne B. Spivey (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Sworn and subscribed before me this 25th day of May, 2021

Notary Public, State of Georgia

Rev 05052021
ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed dated

JAN 10, 2014, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book U2228 page 0702.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner’s signature ________________________________
Print Name ________________________________ (Proctor)

Owner’s signature ________________________________
Print Name ________________________________

Owner’s signature ________________________________
Print Name ________________________________

Sworn and subscribed before me this 25th day of May, 2021.

Notary Public, State of Georgia

[Signature]

Rev 05052021
STATE OF GEORGIA )
COUNTY OF EFFINGHAM )

QUIT CLAIM DEED

THIS INDENTURE, made this 16th day of December, 2013, between Barry J. Spivey, as party of the first part, hereinafter called Grantor, and Suzanne B. Spivey, of the State of Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

NOW THEREFORE WITNESSETH that: Grantor, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee the real property located at 16.95 acres in the 1559th G.M. District, Effingham County, Georgia, as described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD said property, together with all and singular the right, members, hereditaments, improvements, easements and appurtenances thereto belonging or in anywise appertaining unto the Grantee so that neither the Grantor, nor his successors and assigns, nor any person or persons claiming under them shall have, claim or demand any right to the above described property, or its appurtenances.
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and
year first written above.

Barry J. Spivey

Signed, sealed and delivered this 11th day of
December, 2013, in the presence of:

Robert Miller

Witness

Notary Public

[Notary Seal]
EXHIBIT "A"

All that certain tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, containing Sixteen and Ninety-Five Hundredths (16.95) acres, more or less, and being bounded on the north-northeast by Georgia State Hwy #30; on the east by lands of Beatrice K. Hinely; on the south-southeast by lands of Beatrice K. Hinely and on the west-northwest by lands of The Effingham County Board of Education.

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953 dated January 25, 2001 and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 118-C, for better determining the metes and bounds of said lands herein conveyed.

Subject, to restrictive covenants and easements of record.
PROPERTY SURVEY
FOR
SUZANNE SPIVEY
AND BARRY J. SPIVEY

LOCATED IN THE 1559TH G. M. D.,
EFFINGHAM COUNTY, GEORGIA

DATE: JANUARY 25, 2001
BY: WARREN E. POTHRESS
Reg. Land Surveyor R 1953
991 Hunters Road
Sylvia, Ga. 30437
Tel.: (912) 857-3988
EQUIPT: TOPCON 303 TOTAL STATION

THE FIELD DATA UPON WHICH THIS
MAP OR PLAT IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT IN
25,192 FEET. A ANGULAR
ERROR OF 0.4 PER ANGLE POINT A
WAS ADJUSTED USING COMPASS RULE.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE A IS FOUND TO
BE ACCURATE WITHIN ONE FOOT IN
6,292,601 FEET.
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✔ DISAPPROVAL

Of the rezoning request by applicant Pinehill Group, LLC/Matthew Byrd as Agent for Suzanne B. Spivey – (Map # 376 Parcel # 16) from AR-1 to R-3 zoning.

Yes ☑ 1. Is this proposal inconsistent with the county’s master plan?

Yes ☑ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ☑ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ☑ 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes ☑ 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ☑ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ☑ 7. Are nearby residents opposed to the proposed zoning change?

Yes ☑ 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – June 28, 2021
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ________ DISAPPROVAL ________

Of the rezoning request by applicant Pinehill Group, LLC/Matthew Byrd as Agent for Suzanne B. Spivey – (Map # 376 Parcel # 16) from AR-1 to R-3 zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – June 28, 2021
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL    DISAPPROVAL

Of the rezoning request by applicant Pinehill Group, LLC/Matthew Byrd as Agent for Suzanne B. Spivey – (Map # 376 Parcel # 16) from AR-1 to R-3 zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – June 28, 2021

[Signature]
EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  X  DISAPPROVAL

Of the rezoning request by applicant Pinehill Group, LLC/Matthew Byrd as Agent for Suzanne B. Spivey – (Map # 376 Parcel # 16) from AR-1 to R-3 zoning.

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Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – June 28, 2021
Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2021
Item Description: Pinehill Group, LLC/Matthew Byrd as agent for Suzanne B. Spivey requests to rezone 16.95 acres from AR-1 to R-3 for the future development of a multi-family residential community. Located on Noel C. Conaway Road.

Map# 376 Parcel# 16

Summary Recommendation
Staff have reviewed the application, and recommend approval of the request to rezone 16.95 acres from AR-1 to R-3 for the future development of a multi-family residential community.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Appendix C, Article V-Uses Permitted in Districts.
- Permitted uses in R-3 include single and multi-family housing and some commercial uses.
- The R-3 multi-family zoning district allows up to 12 units per acre, and up to 40% lot coverage.
- The sketch plan review process will involve a required pre-application meeting with Development Services, the Fire Chief, and Engineering, to clarify road design & ownership, parcel subdivision, parking needs, and housing types.
- The property is located between Southbend, a single family, PD-Residential subdivision, and South Effingham High School.
- A 23.88-acre parcel (375-3) across Noel C. Conaway Road was rezoned to R-3 in 2006, but has not been developed. The parcel is currently owned by Countryside Baptist Church.
- County water and sewer is available in the area.
- At the June 15 Planning Board meeting, Michael Larson made a motion to approve the request to rezone 16.95 acres from AR-1 to R-3, with the following conditions:

  1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.
  2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.
  3. Owner must obtain a Timber Permit from Development Services prior to removal of trees.
  4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
- Peter Higgins seconded the motion. The motion carried unanimously.
- At the July 20 meeting, the Board postponed a vote on this item, and directed the applicant to meet with staff. The applicant will report on any application changes at the September 7 Board meeting.

Alternatives
1. **Approve** the request to rezone 16.95 acres from AR-1 to R-3, with the following conditions:

   1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.
   2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.
   3. Applicant/owner must obtain a Timber Permit from Development Services prior to removal of trees.
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.

2. **Deny** the request to rezone 16.95 acres from AR-1 to R-3.

**Recommended Alternative:** 1  
**Other Alternative:** 2

**Department Review:** Development Services  
**FUNDING:** N/A

**Attachments:**
1. Rezoning Application and Checklist  
2. Ownership Certificate/Authorization  
3. Deed  
4. Plat  
5. Aerial Photograph
STATE OF GEORGIA  
EFFINGHAM COUNTY  

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 376-16  
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 376-16  

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.  

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

WHEREAS, PINEHILL GROUP, LLC, as agent for SUZANNE SPIVEY, has filed an application to rezone sixteen and ninety-five hundredths (16.95) +/- acres; from AR-1 to R-3, to allow for a multi-family residential community; map and parcel number 376-16, located in the 1st commissioner district, and  

WHEREAS, a public hearing was held on July 20, 2021 and notice of said hearing having been published in the Effingham County Herald on June 30, 2021; and  

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on June 9, 2021; and  

IT IS HEREBY ORDAINED THAT sixteen and ninety-five hundredths (16.95) +/- acres; map and parcel number 376-16, located in the 1st commissioner district is rezoned from AR-1 to R-3, with the following conditions:  

1. Future use of the above-referenced property being rezoned shall meet the requirements of the R-3 zoning district.  
2. A Sketch Plan meeting the requirements of the Subdivision Regulations must be submitted for review and approval before site development plans are submitted.  
3. Applicant/owner must obtain a Timber Permit from Development Services prior to removal of trees.  
4. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.  
5. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.  

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

This _____ day of ______________, 20____  

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA  

BY: ____________________________  
WESLEY M. CORBITT, CHAIRMAN  

ATTEST: ____________________________  
FIRST/SECOND READING: ______________  

___________________________  
STEPHANIE D. JOHNSON  
COUNTY CLERK
Staff Report

Subject: Motorola Service Agreement
Author: Chris Reed, I.T. Director, Clint Hodges, Fire Chief/EMA Director, Jay Spinks, E911 Director, Jimmy McDuffie, Sheriff
Department: Information Technology, Fire/Emergency Management, E911 Services, Sheriff’s Office
Meeting Date: 09-07-2021

Item Description: Consideration to approve a services agreement with Motorola Solutions for the Annual Maintenance Agreement for the 700/800 Mhz Radio System and 911 consoles.

Summary Recommendation: Effingham County’s emergency service radios operate on the SEGARRN radio network, along with several other Coastal Counties. Effingham County’s portion of this radio network underwent a major upgrade to digital equipment and brought the county’s south tower site online a few years back. The county’s portion of the system, which includes three tower sites, the 911 radio dispatch consoles, and Sheriff’s Office radio dispatch consoles. This is the third year of our maintenance agreement since the upgrade.

Executive Summary/Background:
1. The current warranty maintenance agreement discontinued on July 31st, we are currently under a grace period.
2. Communications equipment is vulnerable to a number of force majeure events that could cripple the infrastructure and affect public safety communications if left inoperable for any period of time.
3. This communications infrastructure is critical to all Public Safety including county Fire, EMS, Sheriff’s Office, EMA, our cities Law Enforcement, and Fire, along with State and Regional agencies including State Patrol, Forest Service, Department of Natural Resources, Flight EMS Services, and other SEGARRN Public Safety members.
4. The board has approved and spent millions building out, upgrading, and maintaining our Public Safety communications infrastructure in the past, it would be a major loss to the community to not maintain it and let it fail.
5. This agreement will ensure the County’s Radio System Infrastructure, 911 radio dispatch consoles and the Sheriff’s Office radio consoles are maintained and functional for the next year.
6. The Sheriff’s Office radio consoles were added to this contract last year to save $4985 versus having two separate service agreements.

Alternatives for Commission to Consider:
1. Board approval of the Services Agreement with Motorola Solutions.
2. Do not approve the Services Agreement with Motorola Solutions.

Recommended Alternative:
Staff recommends Alternative number 1

Other Alternatives: N/A
**Department Review:** Information Technology / Emergency Management / 911 Services / Sheriff’s Office

**Funding Source:** Total: $168,535.05, to be paid in twelve monthly installments of $14,044.58, of which a percentage can be funded by 911 Recovery Fees collected, with the remaining funded by the General Fund. This was budgeted in this budget year.

**Attachments:**
1. Service Agreement (Contract No: USC000003680)
**Date:** 07/11/2021

**Company Name:** EFFINGHAM COUNTY BOARD OF COMMISSIONERS  
**Attn:** Chris Reed  
**Billing Address:** 601 N LAUREL ST  
**City, State, Zip:** SPRINGFIELD, GA, 31329  
**Customer Contact:** Chris Reed  
**Phone:**

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Subtotal - Recurring Services: $14,044.58  
Total: $168,535.05

**THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA**

**SPECIAL INSTRUCTIONS:**

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

**AUTHORIZED CUSTOMER SIGNATURE**

**TITLE**

**DATE**

**CUSTOMER (PRINT NAME)**

---

**SERVCE AGREEMENT**

**Quote Number:** QUOTE-1294999  
**Contract Number:** USC000003680  
**Contract Modifier:** R02 JUN-2020
MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1294999
Contract Number: USC000003680
Contract Modifier: R02 JUN-2020

MOT
OROLA REPRESENT A TIVE(SIGNA TURE) TITLE DA TE
MOT
OROLA REPRESENT A TIVE(PRINT NAME) PHONE

Company Name : EFFINGHAM COUNTY BOARD OF COMMISSIONERS
Contract Number : USC000003680
Contract Modifier : R02 JUN-2020
Contract Start Date : 01-Aug-2021
Contract End Date : 31-Jul-2022

Geoffrey Thames 478-361-2323
CSM 7/11/2021

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE
Geoffrey Thames 478-361-2323

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Item XI. 1.
Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 “Agreement” means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 “Equipment” means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 “Services” means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the “Start Date” indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer’s product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer’s obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola’s reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer’s notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer’s location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer’s personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer’s sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party, and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola’s total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.
ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola’s request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer’s custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party’s reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018
Staff Report

Subject: 2021 Fire Fees
Author: Christy Carpenter, Finance Director
Department: Finance
Meeting Date: 6/1/2021
Item Description: Approve a corrective resolution to adopt 2021 Fire Fees

Summary Recommendation:
Staff recommends approval of the proposed 2021 Fire Fees

Executive Summary/Background:
The Board of Commissioners each year approves a resolution to set the Fire fees collected. This election is based in part upon the current and anticipated cost to provide fire services for the unincorporated residents of the County.

On 6/1/2021, the board approved a Resolution to Adopt the 2021 Fire Fees. That resolution mistakenly showed the Industrial fee at $30,005 + $0.16 per sq ft. That fee should be $30,005 + $0.016 per sq ft.

Staff is requesting approval of the corrective resolution for record.

Alternatives for Commission to Consider:
1. Approve the corrective resolution for 2021 Fire Fees
2. Do not approve the corrective resolution for 2021 Fire Fees
3. Provide staff with guidance

Recommended Alternative:
Staff recommends alternative #1 – approval of the corrective resolution for 2021 Fire Fees

Other Alternatives:
1. Make no changes to the fire fees and leave them the same as previously adopted

Department Review: (list departments)
Finance, Fire, County Manager
Funding Source:
No funding needed

Attachments:
Resolution to set the 2021 fire fee
RESOLUTION TO SET THE 2021 FIRE FEE  
(Corrective Resolution)

A resolution to provide the adoption of the 2021 Fire Fee for the government of Effingham County, Georgia

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia, that the 2021 Fire Fee for the County Government of Effingham County, Georgia, is hereby adopted as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Residential (per structure)</th>
<th>Multi-Family (per structure)</th>
<th>Commercial (per structure)</th>
<th>Industrial (per structure)</th>
<th>Solar Farm</th>
<th>Vacant Land (with no primary structure)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 120.00 per year +</td>
<td>$ 120.00 per year +</td>
<td>$ 330.00 per year</td>
<td>$660.00 per year</td>
<td>$42.00 per Acre</td>
<td>$0.105 per Acre</td>
</tr>
<tr>
<td></td>
<td>$ 0.01 per sq. ft.</td>
<td>$ 0.01 per sq. ft.</td>
<td>$ 555.00 plus $0.022 per sq. ft.</td>
<td>$1,105.00 plus $0.028 per sq. ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>One to Four Units</td>
<td>$ 80.00 for each additional unit +</td>
<td>$1,655.00 plus $0.028 per sq. ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Five or more Units</td>
<td>$ 0.01 per sq. ft.</td>
<td>$ 30,005.00 plus $0.16 $0.016 per sq. ft.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Said fees shall be initially collected at the time of issuance of a building permit and thereafter assessed in conjunction with yearly property taxes.

Adopted by the Effingham County Board of Commissioners this _____ day of September, 2021.

___________________________
Wesley Corbitt, Chairman
Effingham County Board of Commissioners

Attest:
Stephanie Johnson, County Clerk

Item XI. 2.
Staff Report

Subject: Authorization to cancel Employee Assistant Program contract with Anthem and enter into a contract with Meritain to provide an Employee Assistant Program.

Author: Vicki Dunn, Human Resources Director

Department: Human Resources

Meeting Date: September 7, 2021

Item Description: Approval

Summary Recommendation:
Staff is requesting authorization to cancel our Employee Assistance Program contract with Anthem and approve an amendment to our service agreement with Meritain for a new Employee Assistance Program.

Executive Summary/Background
We have contracted with Anthem to provide our Employee Assistance Program since March 1, 2018. At the time of the contract our medical insurance was also provided by Anthem. This allowed Anthem to use providers in our network for outside counseling and services when needed. Since we moved to Meritain January 1, 2021, Anthem has been less than helpful when we have called asking for assistance.

The Employee Assistance Program offered by Meritain will provide more benefits to our employees. The program chosen will increase in person counseling sessions from 4 to 6, access to certified clinicians 24 hours per day, an online emotional wellness portal, member website and mobile applications to name a few. A comparison chart is included in your package.

The contract amendment to add the Employee Assistance Program has been reviewed and approved as true to form by the County Attorney.

Alternatives for Commission to Consider
1. Approve cancellation of EAP with Anthem and approve the amendment to our Service Agreement with Meritain to include the EAP.
2. Disapprove the policy and provide guidance to staff.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives:
None

Department Review: County Manager, County Attorney

Funding Source: Additional funding will be required for the Meritain EAP. We currently pay $1.06 per employee/per month for the Anthem EAP. The Meritain EAP will cost $1.85 per employee/per month. This results in an increase of approximately $7,000 per year.

Attachments: Comparison Worksheet
Amendment to Service Agreement with Meritain
Powerpoint presentation of program
AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to the Administrative Services Agreement (this “Amendment”) dated as of November 01, 2021 (the “Amendment Effective Date”) amends the Administrative Services Agreement (the “Agreement”) entered into as of January 01, 2021, as amended, by and between Meritain Health, Inc. (“Meritain”) and Effingham County Board of Commissioners (“Client”) as follows:

I. FEE SCHEDULE

A. The Administrative Rates set forth under Section 1 of the Fee Schedule is hereby amended to add the following new Administrative Fees commencing as of November 01, 2021 through December 31, 2023:

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Fee November 01, 2021 – December 31, 2023</th>
<th>Frequency of Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Assistance Program (EAP) – Aetna Resources for Living - 6 Sessions</td>
<td>$1.85</td>
<td>Per Employee Per Month</td>
</tr>
</tbody>
</table>

II. EMPLOYEE ASSISTANCE PROGRAM SERVICES SCHEDULE

The Agreement is hereby amended by the addition of the following new Employee Assistance Program Services Schedule attached hereto and incorporated herein.

III. MISCELLANEOUS

Any capitalized term not defined in this Amendment shall have the meaning ascribed to it in the Agreement. Except as specifically amended by the terms of this Amendment, all surviving terms, provisions, and fees of the Agreement are hereby ratified and confirmed and the Agreement, as modified by this Amendment, remains in full force and effect.

In Witness Whereof, the parties have executed this Amendment on the dates set forth below.

MERITAIN HEALTH, INC.

Name: Michael S. Thomas
Title: Regional President
Date: August 11, 2021

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Name: Wesley Corbitt
Title: Chairman, ECBOC
Date: ____________________________
EMPLOYEE ASSISTANCE PROGRAM
SERVICES SCHEDULE

Subject to the terms and conditions of this Agreement including without limitation this Employee Assistance Program (“EAP”) Services Schedule, the terms and conditions of the EAP Services are set forth below.

1. Definitions.

For the purposes of this EAP Schedule, the following phrases shall have the meaning set forth below. All terms capitalized in this EAP Schedule that are not otherwise defined in this EAP Schedule shall have the meaning ascribed to such terms in this Agreement.

a. **Employee** means any person eligible to receive the EAP Services under this EAP Schedule by virtue of being a current employee of Client, and not designated a temporary employee, employees, and (if applicable and covered) retirees of subsidiaries and affiliates of Client who are reported by Client, in writing, to Meritain for inclusion under this EAP Services Schedule. The term “Employee” also refers to ex-employees of Client determined by Client (and reported, in writing, to Meritain) to be eligible to receive the EAP Services pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”).

b. **Dependent** means the eligible family members, including household members, and dependents (including adult children up to age 26), of an Employee to receive Services under this schedule as a dependent of an Employee.

c. **EAP Behavioral Health Professional** means EAP Network Provider or EAP Staff Clinician.

d. **EAP Network Providers** means licensed behavioral health professionals, who meet all ABH credentialing standards, and who are contracted by ABH, as independent contractors, to provide counseling to Members.

e. **EAP Staff Clinicians** means behavioral health professionals who are licensed in the State in which they practice and who are employed by ABH to provide clinical services to Members. EAP Staff clinicians may be part of ABH’s EAP call center and may provide telephonic clinical services. If applicable, EAP Staff Clinicians may be located at Client site and provide counseling at Client’s location.

f. **Member(s)** means Employees and Dependents eligible for the EAP Services.

2. Scope of the EAP Services. The EAP Services are described in Sections 3-8 of this EAP Services Schedule and will be provided by Aetna Behavioral Health, LLC (“ABH”) as the EAP vendor, and are only available within the 50 States of the United States of America.

3. EAP Services.

a. **Counseling Sessions.** Access to clinical sessions, as set forth in this Section, with an EAP Network Provider or EAP Staff Clinician. Sessions are intended to assist with emotional, family, personal, or work related behavioral health issues:

   i. **Counseling Sessions with EAP Network Providers and Contracted Televideo Providers.** Counseling sessions can be provided face-to-face, telephonically, or via televideo (when appropriate). Face-to-face or telephonic sessions are provided by an EAP Network Provider. Televideo sessions are provided by one of ABH’s specialty telepsychiatry vendors. Each Member is entitled, each twelve (12) month period, up to the number of counseling sessions per problem as set forth in the Fee Schedule (e.g., up to three (3) six, (6), or eight (8) counseling sessions per Member per problem under the 3, 6, or 8 session EAP model), unless Applicable Laws requires otherwise. All counseling sessions require prior authorization. The Member must contact ABH to receive referrals and authorizations for all
counseling sessions whether face-to-face, telephonic, or televideo. Marital and family sessions are considered one problem for the couple or family and sessions are not authorized individually for each attendee. Face-to-face, telephonic, and televideo counseling sessions count toward the number of counseling sessions per Member per problem.

b. **EAP Provider Network.** A nationwide network of licensed behavioral health professionals, who meet all ABH credentialing standards, and who are contracted by ABH, as independent contractors, to provide counseling to Members. EAP Network Providers include, but are not limited to: social workers, licensed professional counselors, marriage and family therapists, master’s level psychiatric nurses and psychologists.

c. **Training and Education.** The term “Training and Education” refers to training, provided by ABH, or an ABH contracted educator to Client, concerning general behavioral health and work/life issues. This includes Employee Orientation Meetings and Supervisor Orientation Trainings. This training may be provided in different ways, in person, telephonically, or web-based. Additional fees apply to web-based training with over 25 attendees (“Attendees” is defined as unique phone lines calling into the webinar). Department of Transportation (“DOT”) services are excluded from standard Training and Education services. For specialized DOT training, see separate definition under Drug Free Workplace Services.

i. **On-Site Training Pricing:** $250.00 per hour for the total amount of time that the educator is on site, plus a $150.00 per counselor charge for travel and preparation time. If training is not scheduled consecutively or multiple topics are scheduled, additional travel and preparation costs may apply.

ii. **Webinar Training Pricing:** $250.00 per hour, plus a $150.00 charge for preparation for each web-based training for up to 25 Attendees. For webinars with more than 25 Attendees, an additional charge of $50.00 applies for each additional 25 Attendees up to a maximum of 200 participants.

Sessions less than one (1) hour in duration will count as one (1) hour of Training and Education.

If Client requests a specific educator, or an educator with specific qualities, including but not limited to specialized certifications, experiences or language, Client will be billed any additional incurred fees beyond the hourly fee above or have hours deducted from bank.

In addition, if Client cannot accommodate the schedule/availability of a local ABH contracted educator, requiring that the services of an educator 50 miles away or greater from Client location is necessary, then Client will be billed any additional incurred fees beyond the hourly fee above or have hours deducted from bank.

Failure of Client to provide ABH three (3) business days’ notice of cancellation of a previously scheduled training program may result in a charge of:

i. **Fee for Service Training Cancellation Fee:** $375.00 per hour for services which are provided on a fee for service basis and which are subject to the hourly rate.

d. **Management Services:**

i. **Management Consultation.** A telephonic resource for managers, supervisors, and human resources professionals to assist in identifying and resolving workplace issues and promoting a productive workforce. Issues may include but are not limited to employee personal and family issues, behavioral health concerns, workplace conflict, workplace crisis and other disruptions, substance abuse, threats of violence and employee performance concerns. This includes the provisions of guidance to Client in making voluntary referrals for Employees to the EAP. The EAP will coordinate with specialty providers as needed.
ii. Mandatory Referrals. Case management to assist Client and Employees in addressing significant workplace performance issues. Mandatory referrals are used to monitor compliance with the EAP Behavioral Health Professional’s recommendations, wherein the EAP, with appropriate executed release of information forms, confirms the Employee’s participation in and compliance with the program.

iii. Drug Free Workplace Services. Suite of services to assist Client in managing workplace related employee substance mis-use and/or disclosure of substance abuse in the workplace. Services for general employer industries include ABH EAP case management of mandatory referrals related to workplace impacted substance abuse, as well as management consultation services as described above. Services for transportation related industries, such as employers who are regulated by DOT, FMCSA, FAA, FRA, FTA, PHMSA, etc., include substance abuse case management by a Substance Abuse Professional (“SAP”) for Department of Transportation regulation compliance. Additional service for transportation regulated Employees includes DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness available through American Substance Abuse Professionals (ASAP) or comparable SAP provider. A variety of training formats are available, including on-site, on-line or video.

Substance Abuse Case Management by a Substance Abuse Professional (SAP) and/or for Department of Transportation regulation compliance are available for a charge of $750.00 per case.

DOT Alcohol and Drug-Free Workplace for Supervisors Training to meet Drug-Free Workplace regulations regarding drug and alcohol use. Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.

- DOT Supervisor Training - 2 hours at $800

DOT Alcohol and Drug-Free Workplace for Employees Awareness Training (Note: this training does not meet Drug-Free Workplace regulations regarding drug and alcohol use.) Additional fees may be added on to the base rate for DOT training. These fees will be assessed on a case-by-case basis and are dependent upon travel expenses and for classes that exceed 50 participants.

- DOT Employee Training - 1 hour at $400

e. Critical Incident Support (Crisis Support/Management Services/Critical Incident Stress De-Briefing (CISD) Services). An array of services offered by the EAP that helps an organization to prepare for, prevent, or respond to traumatic events. Acts of war are excluded from on-site CISD Services.

i. Onsite Standard Critical Incident Support. On-site attendance response time in greater than two hours for hourly onsite crisis support and Critical Incident Stress De-Briefing (“CISD”) services at Client sites to help an organization prepare for, prevent, or respond to traumatic events. Unlimited standard CISD sessions are included in the EAP Session Model. CISD Services are limited to 10 hours per incident. Immediate CISD’s are subject to the fees described below. Issues concerning downsizing, mergers, acquisition activities (i.e. Reductions in Force or RIF’s), catastrophic natural disasters, and terrorism, or services beyond the 10 hour cap, are subject to the hourly rate of $250.00 per hour plus travel and preparation expenses reimbursed at a flat rate of $150.00 per counselor.

ii. Onsite Immediate Critical Incident Support. On-site attendance response time in less than two hours for hourly onsite crisis support and Critical Incident Stress De-Briefing (CISD) Services at Client sites to help an organization prepare for, prevent, or respond to traumatic...
events.

- Immediate CISD Pricing: $350.00 per hour plus travel and preparation expenses reimbursed at a flat rate of $150.00 per counselor.

iii. Cancellation Fee. Whenever possible, Client agrees to provide ABH with 24 hours advance notice of cancellation of any requested CISD Services. Failure to provide ABH with 24 hours’ notice of cancellation of any services: Services which are excluded from the unlimited provision listed above, i.e. above the 10 hours per incident cap, immediate CISD services, downsizings, mergers, acquisition activities (i.e. Reductions in Force or RIF’s), catastrophic natural disasters, and terrorism which are subject to the hourly rate will result in a charge of $375.00 per incident.

iv. CISD hours used are calculated based upon the combined total number of hours all clinicians are on-site.

v. If Client requests a specific crisis counselor, or a counselor with specific qualities, including but not limited to specialized certifications, experience, or language, Client will be billed the applicable hourly rate “door-to-door” which will include the specialist’s travel time. This is in lieu of the flat travel fee.

vi. If Client requests on-site crisis response services in a location which is further than 50 miles from a town with a population of at least 25,000 people, Client will be billed the applicable hourly rate “door-to-door” which will include the specialist’s travel time. This is in lieu of the flat travel fee.

vii. If Client requests on-site support services in response to a large scale disaster area affecting the transportation infrastructure of that area, and/or the availability of local providers, necessitating the assistance of providers from outside the affected areas, Client will be billed the current hourly rate plus $50 per hour for each on-site hour. In addition, Client will be billed $200 per travel hour from the command center to the intervention site. This is in lieu of the flat travel fee.

viii. Any other Client requested services wherein the crisis counselor incurs non-standard travel (e.g. having to fly to accompany employees affected by a crisis) will be billed at the exact travel costs in addition to the hourly fees.

f. Reduction in Force. A service in which the EAP provides a counselor or counselors on-site at the employers’ facility to assist managers, employees being eliminated, and employees remaining after the reduction in work force.

i. Reduction in Force Pricing: $250.00 per hour plus travel and preparation expenses reimbursed at a flat rate of $150.00 per counselor.

ii. Cancellation Fee: $375.00 per incident charge for failure to provide ABH with 24 hour notice of cancellation of Reduction in Force service.

g. Communication and Promotional Materials. Information provided to Employees and management about EAP Services, including, in part, how EAP Services can be accessed for consultation and assistance. The communications and promotional resources may include template e-mails, letters, flyers, wallet cards, and posters for Employees and management. ABH will provide reasonable quantities of printed materials in support of implementation and/or on an annual basis at the Client’s request at no cost. Reasonable quantities are defined as up to 120% of the number of eligible Employees for items such as flyers or brochures; a quantity up to 5% of the number of eligible Employees for items such as posters; and a quantity of up to 20% of anticipated attendees at health fairs for other promotional items.
Requests exceeding these quantities may incur an additional fee.

h. **Management Reports.** A specific collection of data and narrative information designed to inform the Client about the overall utilization of the program. Client may receive reports on a quarterly electronic basis. If for any 2 consecutive reporting periods there is less than 1% utilization, reporting frequency will default to annual reporting. If group is 51-299 employees, they only get semi-annual and annual reporting.

i. **Intake Model.** Initial calls answered by an EAP Staff Clinician, if one is unavailable, calls will be answered by a care service associate/client service representative.

j. **EAP Exclusions.** The following services are outside the scope of the EAP Services:
   i. Counseling services beyond the allowed number of sessions covered by the EAP Services.
   ii. Court ordered treatment or therapy, or any treatment or therapy ordered as a condition of parole, probation, custody, or visitation evaluations, or paid for by Workers’ Compensation.
   iii. Formal psychological evaluations which normally involve psychological testing and result in a written report.
   iv. Diagnostic testing and/or treatment.
   v. Visits with psychiatrist, including medication management.
   vi. Prescription medications.
   vii. Services for remedial education.
   viii. Inpatient, residential treatment, partial hospitalizations, intensive outpatient.
   ix. Ongoing counseling for a chronic diagnosis that requires long term care.
   x. Biofeedback.
   xi. Hypnotherapy.
   xii. Aversion therapy.
   xiii. Examination and diagnostic services required to meet employment, licensing, insurance coverage, travel needs.
   xiv. Services with a non-contracted EAP provider.
   xv. Fitness for duty evaluations.
   xvi. Legal representation in court, preparation of legal documents, or advice in the areas of taxes, patents, or immigration, except as otherwise described in this document.
   xvii. Investment advice (nor does Plan loan money or pay bills).

4. **Worklife Services.**

   a. **Telephonic Worklife Services.**
      
      i. **Unlimited Telephonic Access.** Unlimited telephonic access to the call center staff, available 24 hours per day, seven days per week, 365 days per year.
      
      ii. **Caregiving Services.** Services that include consultation, information, education and referral services in connection with, in part, adoption, child care, parenting, temporary back-up care, summer care, special needs, high-risk adolescents, academic services, education loans, grandparents as parent, adult care, elder care, and disaster resources. Carekits may be included with this service.
      
      iii. **Personal Services.** Free educational materials, personalized referrals, and interactive web tools to assist with:

         1. Health & Wellness: Children’s health; women’s health; men’s health; seniors’ health; weight loss and nutrition; fitness and exercise programs; general health; safety; stress management; information on diseases and conditions; and more.

         2. Daily Life: Home improvement; pet care; consumer information; automotive services;
5. **Legal Services.** Legal services include:
   
   a. ½ hour initial consultation with selected participating attorney on an unlimited number of new legal topics (each Plan year). Certain topic areas are excluded, including employment law. Also excluded are matters that, in the attorney’s opinion, lack merit. Court costs, filing fees and fines are the responsibility of the Member. If Members choose to continue with the participating attorney and hire that attorney on their own, they will receive 25% off of the fees for services beyond the initial consultation (excluding flat legal fees, contingency fees, and plan mediator services).
   
   b. **Mediation Services.** Each Member is entitled to one initial thirty minute office or telephone consultation per separate legal matter at no cost with a participating mediator. In the event that the Member wishes to retain a participating mediator after the initial consultation, they will be provided with a preferred rate reduction of 25% from the mediator’s normal hourly rate. Typical matters may include divorce and child custody, contractual and consumer disputes, real estate and landlord tenant, car accidents and insurance disputes.
   
   c. **Simple Will Preparation.** Members receive resources to complete one simple will.
   
   d. All initial consultation (and discounted consultations) must be for legal matters related to the Employee and eligible household members.

6. **Financial Services.** Financial services include:
   
   a. ½ hour initial consultation with the selected participating financial counselor on an unlimited number of new financial counseling topics each Plan year.
   
   b. Financial counseling topics include budgeting, credit, debt, retirement, college planning, buying vs. leasing, mortgages/refinancing, financial planning, tax questions, tax preparation, IRS matters, tax levies and garnishments, consumer credit counseling, and community services.
   
   c. A discount of 25% off the tax preparation services.
   
   d. Employees may have the option to purchase additional services for a monthly nominal fee.

7. **Identity Theft Services.** Identify theft services include:
   
   a. 1-hour telephonic fraud resolution consultation for identity theft;
   
   b. coaching and direction on prevention and restoring credit for victims of identity theft;
   
   c. free Identity Theft Emergency Response Kit for victims of identity theft; and
   
   d. individual Employees may have the option to purchase additional services for a monthly nominal fee.

8. **Core Member Website.**
   
   ABH shall provide access to customizable member website for free webinars, online worklife searches, concierge database, discount program, thousands of articles, videos, and tools on worklife and behavioral health topics.

9. **Additional Terms.**
   
   a. **Records.** ABH, its affiliates and authorized agents shall use all documents, records and reports received or created by ABH in the course of delivering the EAP Services (“Documentation”) in compliance with
Applicable Laws. ABH may de-identify and use them for quality improvement, statistical analyses, product development and other lawful purposes other than administration of EAP Services.

b. **Audit Rights.** With respect to this EAP Services Schedule and the EAP Services only, Client may perform audits of EAP processes only, during normal business hours upon reasonable written notice. A process audit may not be conducted more than once annually and will not include access to individually identifiable Member information. Any requested payment from ABH resulting from the audit must be based upon documented findings, agreed to by both parties, and must be solely due to ABH’s actions or inactions.

c. Client expressly acknowledges and agrees, except for counseling services provided by EAP Staff Clinicians, that: (i) ABH does not render medical services or treatments to Members; (ii) neither Client, Meritain, nor ABH is responsible for the health care that is delivered by EAP Network Providers; (iii) EAP Network Providers are solely responsible for the health care they deliver to Members; (iv) EAP Network Providers are not the agents or employees of Client, Meritain, or ABH; and (v) the indemnification obligations set forth in this Agreement do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of EAP Network Providers with respect to Members.
SUMMARY OF MATERIAL MODIFICATION AND AMENDMENT #1 TO THE EFFINGHAM COUNTY EMPLOYEE BENEFIT PLAN GROUP NO. 17760

This Summary of Material Modification and Amendment describes changes to the Effingham County Employee Benefit Plan effective January 1, 2021. These changes are effective as of November 1, 2021 and will remain in effect until amended in writing by the Plan Administrator.

This document should be read carefully and attached to the Plan Document and Summary Plan Description. Please contact the Plan Administrator identified in the Summary Plan Description if you have any questions regarding the changes described in this Summary of Material Modification.

Effingham County Board of Commissioners (the "Plan Sponsor") is amending the Effingham County Employee Benefit Plan (the "Plan") as follows:

1. The Aetna Resources for Living Employee Assistance Program section is hereby added to the Plan as shown in Exhibit A.

2. In the General Plan Information section, the Employee Assistance Program (EAP) Administrator is hereby added as shown below:

   GENERAL PLAN INFORMATION

   Employee Assistance Program (EAP) Administrator: Aetna Resources for Living (855) 283-1917
   www.resourcesforliving.com

All other provisions of this Plan shall remain unchanged.

In Witness Whereof, Effingham County Board of Commissioners has caused this Amendment to take effect, be attached to, and form a part of their Employee Benefit Plan.

______________________________
Authorized Signature

______________________________
Chairman, ECBOC

______________________________
Witness

17760-01 1
EXHIBIT A

AETNA RESOURCES FOR LIVING
EMPLOYEE ASSISTANCE PROGRAM

Your Employer provides an Employee Assistance Program (“EAP”) through Resources for Living. The EAP provides confidential assessment, referral, counseling, and consultation services to help Household Members develop solutions for such as marital and family problems, emotional concerns (anxiety, depression, stress, etc.), substance use or misuse (drug, alcohol, etc.) and conflicts at work or home that could potentially affect your health, relationships and job performance.

Your Employer recognizes the need to provide a resource for those personal and family stresses that affect everyone at one time or another. The EAP is a confidential way for individuals, couples and families to obtain professional help to reduce the impact of everyday stresses. EAP services include referrals for such problems as mental disorders, family and marital problems, emotional stress, as well as legal or financial needs through consultations along with daily assistance for such matters as elder care, child care, and other complex issues through worklife services.

This Program is maintained separately and independently from your Employer’s health Plan. Resources for Living, a third party service provider, arranges these services by maintaining strict confidentiality under HIPAA guidelines.

Definitions

(1) “Brief Counseling” means a problem-focused form of individual or family outpatient counseling that seeks resolution of problems in living (e.g., parenting concerns, emotional stress, marital and family distress, alcohol- and drug-related problems) rather than long-term counseling; These sessions are typically provided in 3, 6, or 8 session models, or through Telephone counseling, depending on the benefit selected by your Employer.

(2) “EAP Consultant” means a licensed behavioral health professional who responds telephonically to requests for EAP services. EAP Counselors can provide telephone counseling services.

(3) “EAP Counselor” means a licensed behavioral health professional contracted to provide In-person Sessions.

(4) “In-person Session” means a counseling session at the office of an EAP Counselor for an Employee, individually or with Household Members or others, as appropriate to address the area of concern.

(5) “Televideo Sessions” means televideo counseling sessions in place of face-to-face counseling that are provided by one of our specialty telepsychiatry vendors by credentialed providers delivered via internet-based audio and video medium such as Skype. These services are not available to replace telephone counseling models.

(6) “Household Members” means a household member such as Employee’s Spouse, Dependent Child, or other relative or member of the household. In addition Dependent Children not living in the household are eligible for EAP services up to age 26 years old.

Cost

You have no obligation to pay any premium or fees for EAP coverage or to obtain EAP services; there are no Copays, Coinsurance or Deductible payments applicable to EAP services. You will only be financially responsible for services provided by any provider or facility to which an EAP Consultant refers you for treatment as well as for any other services for which you are referred by an EAP Consultant or EAP Counselor.

Description of Services

(1) Unlimited telephonic access to the Resources for Living EAP call center staff, available 24 hours per day, 7 days per week, 365 days per year for purposes of assessing need and referring to appropriate EAP services.
(2) Counseling sessions are a clinical session with an EAP Network provider or EAP staff clinician. Sessions are intended to assist with emotional, family, personal, or work related behavioral health issues.

(a) Counseling with EAP Network providers and contracted televideo providers: Counseling sessions can be provided face-to-face, telephonically, or via televideo (when appropriate). Face-to-face or telephonic sessions are provided by an EAP Network provider. Televideo sessions are provided by one of our specialty telepsychiatry vendors. Each Household Member is entitled to the number of counseling sessions per problem as set forth by their Employer (e.g., up to 3 counseling sessions per Household Member per problem under the 3-Session EAP Model), unless a State regulation requires otherwise. All counseling sessions require prior authorization. The Household Member must contact Resources for Living to receive referrals and authorizations for all counseling sessions whether face-to-face, telephonic, or televideo. Marital and/or family sessions are considered one problem for the couple or family and sessions are not authorized individually for each attendee. Face-to-face, telephonic, and televideo counseling sessions count toward the number of counseling sessions per Household Member per problem.

(3) Resources for Living maintains a nationwide network of licensed behavioral health professionals, who meet all credentialing standards, and who are contracted by Resources for Living, as independent contractors, to provide counseling to Household Members. EAP Network providers include, but are not limited to: social workers, licensed professional counselors, marriage and family therapists, master’s level psychiatric nurses, and psychologists.

(4) “Training and Education” refers to training, provided by Resources for Living, or a contracted educator to the Employer, concerning general behavioral health and worklife issues. This includes Employee orientation meetings and supervisor orientation trainings. This training may be provided in different ways: in-person, telephonically, or web-based. Topics are available through the Resources for Living Training Catalog only. Additional fees may apply.

(5) Management Services provides an array of services to support Human Resources and the workplace including:

(a) Management Consultation: A telephonic resource for managers, supervisors, and human resources professionals to assist in identifying and resolving workplace issues and promoting a productive workforce. Issues may include but are not limited to Employee personal and family issues, behavioral health concerns, workplace conflict, workplace crisis and other disruptions, substance abuse, threats of violence and Employee performance concerns. This includes the provisions of guidance to the Employer in making voluntary referrals for Employees to the EAP. EAP will coordinate with specialty providers as needed, which include Department of Transportation (DOT), Substance Abuse Professional (SAP), Fitness for Duty (FFD), etc.

(b) Mandatory Referrals: Case management to assist the Employer and Employees in addressing significant workplace performance issues. Mandatory referrals are used to monitor compliance with the EAP Behavioral Health Professional’s recommendations, wherein the EAP, with appropriate executed release of information forms, confirms the Employee’s participation in and compliance with the Program.

(c) Drug Free Workplace Services: Suite of services to assist the Employer in managing workplace related Employee substance mis-use and/or disclosure of substance abuse in the workplace. Services for general employer industries include EAP case management of mandatory referrals related to workplace impacted substance abuse, as well as management consultation services as described above. Services for transportation related industries, such as employers who are regulated by DOT and related agencies) etc., include substance abuse case management by a Substance Abuse Professional (SAP) for Department of Transportation regulation compliance. Additional service for transportation regulated employees includes DOT training to meet Drug-Free Workplace regulations regarding drug and alcohol awareness available through American Substance Abuse Professionals (ASAP) or comparable SAP provider. A variety of training formats are available, including on-site, on-line or video.
(d) Critical Incident Support: (Crisis Support/Management Services/Critical Incident Stress De-Briefing Services): An array of services offered by the EAP that helps an organization to prepare for, prevent, or respond to traumatic events such as violent incidents, robberies, or deaths. Acts of war are excluded from on-site CISD Services.

(i) Onsite Standard Critical Incident Support: On-site attendance response time in greater than 2 hours for hourly onsite crisis support and Critical Incident Stress De-Briefing (CISD) Services at Customer sites to help an organization prepare for, prevent, or respond to traumatic events.

(ii) Onsite Immediate Critical Incident Support: On-site attendance response time in less than 2 hours for hourly onsite crisis support and Critical Incident Stress De-Briefing (CISD) Services at Customer sites to help an organization prepare for, prevent, or respond to traumatic events.

(e) Reduction in Force: The process by which a work organization reduces its work force by eliminating jobs, such as closing subsidiaries or departments.

(6) Worklife Services or Daily Life Assistance through the EAP includes:

(a) Unlimited telephonic access to the call center staff, available 24 hours per day, 7 days per week, 365 days per year for daily life assistance and guidance.

(b) Caregiving support and resource services that include consultation, information, education and referral services in connection with, in part, adoption, child care, parenting, temporary back-up care, summer care, special needs, high-risk adolescents, academic services, education loans, grandparents as parent, adult care, elder care, and disaster resources.

(c) Free educational materials, personalized referrals, and interactive web tools to assist with:

(i) Health & Wellness—Children’s health; women’s health; men’s health; seniors’ health; weight loss and nutrition; fitness and exercise programs; general health; safety; stress management; information on diseases and conditions; and more.

(ii) Daily Life—Home improvement; pet care; consumer information; automotive services; relocation; travel; time management; cleaning services; and more.

(7) Legal Services provided through the EAP includes:

(a) Legal Services: ½ hour initial consultation with selected participating attorney on an unlimited number of new legal topics (each plan year). Certain topic areas are excluded, including employment law. Also excluded are matters that, in the attorney’s opinion, lack merit. Court costs, filing fees and fines are the responsibility of the Household Member. If Household Members choose to continue with the participating attorney and hire that attorney on their own, they will receive 25% off of the fees for services beyond the initial consultation (excluding flat legal fees, contingency fees, and plan mediator services).

(i) Mediation Services — Each Household Member is entitled to one (1) initial 30 minute office or telephone consultation per separate legal matter at no cost with a participating mediator. In the event that the Household Member wishes to retain a participating mediator after the initial consultation, they will be provided with a preferred rate reduction of 25% from the mediator’s normal hourly rate. Typical matters may include divorce and child custody, contractual and consumer disputes, real estate and landlord tenant, car accidents and insurance disputes.

(ii) Document Preparation: Household Members have access to telephonic document preparers and an on-line assisted process to complete their own legal document preparation. Household Member’s will receive a preferred discount of 10% off and the types of forms include, divorce, wills, living wills, powers of attorney, immigrations and others.

(iii) Simple Will Preparation: Household Members receive resources to complete one Simple Will.
(iv) All initial consultations (and discounted consultations) must be for legal matters related to the Employee and eligible Household Members.

(8) Financial Services provided through the EAP includes:

(a) Financial Services: ½ hour initial consultation with the selected participating financial counselor on an unlimited number of new financial counseling topics each plan year.

(b) Financial counseling topics include budgeting, credit, debt, retirement, college planning, buying vs. leasing, mortgages/refinancing, financial planning, tax questions, tax preparation, IRS matters, tax levies and garnishments, consumer credit counseling, and community services.

(c) A discount of 25% off the tax preparation services.

(d) Individual Employees may have the option to purchase additional services for a monthly nominal fee.

(9) Identity Theft Services provided through the EAP includes:

(a) 1-hour telephonic fraud resolution consultation for identity theft.

(b) Coaching and direction on prevention and restoring credit for victims of identity theft.

(c) Free identity theft Emergency Response Kit for victims of identity theft.

(d) Individual Employees may have the option to purchase additional services for a monthly nominal fee.

(10) Member Website Services – www.Resourcesforliving.com provided through the EAP includes:

(a) Access to customizable Household Member website for free webinars, online worklife searches, concierge database, discount program, thousands of articles, videos, and tools on worklife and behavioral health topics.

Communication and Promotional Materials
Information provided to Employees and management about EAP services, including, in part, how EAP services can be accessed for consultation and assistance. The communications and promotional resources may include template e-mails, letters, flyers, wallet cards, and posters for Employees and management. Resources for Living will provide reasonable quantities of printed materials in support of implementation and/or on an annual basis at Employer's request at no cost. Please contact your Meritain Health, Inc. representative for further details.

EAP Exclusions
The following services are outside the scope of the EAP:

(1) Counseling services beyond the allowed number of sessions covered by the EAP benefit.

(2) Court ordered treatment or therapy, or any treatment or therapy ordered as a condition of parole, probation, custody, or visitation evaluations, or paid for by Workers' Compensation.

(3) Formal psychological evaluations which normally involve psychological testing and result in a written report.

(4) Diagnostic testing and/or treatment.

(5) Visits with psychiatrist, including medication management.

(6) Prescription medications.

(7) Services for remedial education.

(8) Inpatient, residential treatment, partial hospitalizations, intensive outpatient.

(9) Ongoing counseling for a chronic diagnosis that requires long term care.

(10) Biofeedback.
(11) Hypnotherapy.

(12) Aversion therapy.

(13) Examination and diagnostic services required to meet employment, licensing, insurance coverage, travel needs.

(14) Services with a non-contracted EAP provider.

(15) Fitness for duty evaluations.

(16) Legal representation in court, preparation of legal documents, or advice in the areas of taxes, patents, or immigration, except as otherwise described in this document.

(17) Investment advice (nor does plan loan money or pay bills).

Such exclusions are subject to change immediately as required by applicable law, regulation, sub-regulatory guidance, or Resources for Living’s interpretation thereof; or may be updated from time-to-time at the discretion of Resources for Living, effective upon 30 days written notice.

Access: (855) 283-1917

www.resourcesforliving.com

USERNAME and PASSWORD per Employer

EAP Models

Telephone counseling, 3 Session, 6 Session or 8 Session face-to-face counseling models – See your Employer for details.
<table>
<thead>
<tr>
<th>Service</th>
<th>Anthem EAP Program</th>
<th>1.06 pepm</th>
<th>1.60 pepm</th>
<th>1.85 pepm</th>
<th>1.95 pepm</th>
</tr>
</thead>
<tbody>
<tr>
<td>In person counseling sessions per unique problem</td>
<td>4</td>
<td>3</td>
<td>6</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Unlimited telephonic consultations</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited telephonic worklift support</td>
<td>Web based information</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Online emotional wellness portal</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access to Master’s level clinician 24 hours a day</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Consultation</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Referrals</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ID Theft</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member website</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member mobile application</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Referrals - Unlimited</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management consultations - unlimited</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HR consultation unlimited</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Designated Account Manager</td>
<td>Was stated in contract but not provided</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications materials</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly e-mail newsletter</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly and Annual utilization reports</td>
<td>Quarterly Reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited hours of crisis response services</td>
<td>4 hours on site - $250 per hour after 10 hours</td>
<td>10 hours on site - $250 per hour after 10 hours</td>
<td>10 hours on site - $250 per hour after 10 hours</td>
<td>10 hours on site - $250 per hour after 10 hours</td>
<td></td>
</tr>
<tr>
<td>Tobacco Cessation on-line tools and consultation</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>Website only</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------------</td>
<td>------</td>
<td>------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>Work/Life Balance consultations and referrals</td>
<td>√</td>
<td>√</td>
<td>√</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LifeMart Discount Services</td>
<td>√</td>
<td>√</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>myStrength online emotional wellness portal</td>
<td>√</td>
<td>√</td>
<td>√</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Employees | 535          | $567.10 | $856.00 | $989.75 | $1,043.25 |
| Annual Cost     | $6,805.20    | $10,272.00 | $11,877.00 | $12,519.00 |
Staff Report
Subject: FY22 Budget Amendment
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 09/07/2021
Item Description: Consideration to approve an amendment to the FY2021-2022 Budget

Summary Recommendation:
Staff is requesting approval of an amendment to the FY2021-2022 Budget.

Executive Summary:
Each year the Board of Commissioners proposes a tentative budget. During the year, the Board receives requests from agencies and department heads to adjust the budget. Additionally, other factors, such as revenue, may fluctuate thereby allowing the Board to direct that additional expenditures be made. Therefore, a formal budget resolution incorporating these factors is made to adjust the budget accordingly.

Background:
Georgia Law 6-81-3. Requires the establishment of fiscal year; requirement of annual balanced budget; adoption of budget ordinances or resolutions generally; budget amendments; uniform chart of accounts. Section (b)(1) notes that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article.

The budget amendment attached reflects the following changes:
1. Juvenile Court
   a. Budget increase of $150,000 to add two attorneys, mileage, and hourly attorneys if/when needed for juvenile cases.
   b. Circuit counties of Bulloch, Jenkins, and Screven will pay $96,000 toward the increased costs.
   c. Effingham’s portion of $54,000 will be funded from Fund Balance.

Alternatives for Commission to Consider:
1. Approve the Resolution to amend the budget for 2021-2022.
2. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the Resolution to amend the budget for 2021-2022.

Other Alternatives: N/A

Department Review: Finance, County Manager

Funding Source:
General Fund - Fund Balance

Attachments:
2021-2022 Budget Amendment Resolution
State of Georgia  
County of Effingham  

RESOLUTION TO AMEND THE FY2021-2022 BUDGET  

WHEREAS, the FY 2021-2022 budget of Effingham County was adopted on June 15th, 2021 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>TRAVEL AND OTHER AMEND</th>
<th>ACCT NO.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>009</td>
<td>Juvenile Court</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Guardian ad Litem</td>
<td></td>
<td>TBD</td>
<td>To increase budget to add Indigent Defense Personnel to Juvenile Court</td>
</tr>
<tr>
<td>009</td>
<td>Per Diem and Travel</td>
<td>100-2600-009-52-3701</td>
<td>10,000</td>
<td>To increase budget to add Indigent Defense Personnel to Juvenile Court</td>
</tr>
<tr>
<td>009</td>
<td>1st Parent</td>
<td></td>
<td>TBD</td>
<td>To increase budget to add Indigent Defense Personnel to Juvenile Court</td>
</tr>
<tr>
<td>009</td>
<td>Hourly Attys – Ind Def.</td>
<td></td>
<td>TBD</td>
<td>To increase budget to add Indigent Defense Personnel to Juvenile Court</td>
</tr>
<tr>
<td>009</td>
<td>Juvenile Court IGA</td>
<td>100-33-7005</td>
<td>-96,000</td>
<td>To increase budget to add Indigent Defense Personnel to Juvenile Court</td>
</tr>
<tr>
<td>009</td>
<td>Cash Carry Forward</td>
<td>100-38-9015</td>
<td>-54,000</td>
<td>To increase budget to add Indigent Defense Personnel to Juvenile Court</td>
</tr>
</tbody>
</table>

0.00 Net entries

The amendment is to increase funding for the Juvenile Court in order to add two attorneys and additional hourly attorneys as needed. This amendment is an overall increase to the budget.

Approved this _____ day of ____________ 2021.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman
Staff Report

Subject: FY22 Budget Amendment
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 09/07/2021
Item Description: Consideration to approve an amendment to the FY2021-2022 Budget.

Summary Recommendation:
Staff is requesting approval of an amendment to the FY2021-2022 Budget.

Executive Summary:
Each year the Board of Commissioners proposes a tentative budget. During the year, the Board receives requests from agencies and department heads to adjust the budget. Additionally, other factors, such as revenue, may fluctuate thereby allowing the Board to direct that additional expenditures be made. Therefore, a formal budget resolution incorporating these factors is made to adjust the budget accordingly.

Background:
Georgia Law 6-81-3. Requires the establishment of fiscal year; requirement of annual balanced budget; adoption of budget ordinances or resolutions generally; budget amendments; uniform chart of accounts. Section (b)(1) notes that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article.

The budget amendment attached reflects the following changes:
1. Hospital
   a. Budget increase of $692,000 to provide additional assistance to the hospital in order to cover increased expenses they are seeing in caring for Covid-19 patients.
   b. This increase will be funded by a loan from General Fund – Fund Balance.

Alternatives for Commission to Consider:
1. Approve the Resolution to amend the budget for 2021-2022.
2. Provide Staff with Direction
**Recommended Alternative:**
Staff recommends Alternative number 1 – Approve the Resolution to amend the budget for 2021-2022.

**Other Alternatives:** N/A

**Department Review:** Finance, County Manager

**Funding Source:**
General Fund - Fund Balance

**Attachments:**
2021-2022 Budget Amendment Resolution
RESOLUTION TO AMEND THE FY2021-2022 BUDGET

WHEREAS, the FY 2021-2022 budget of Effingham County was adopted on June 15th, 2021 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>TRAVEL AND OTHER AMEND</th>
<th>ACCT NO.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>274</td>
<td>Hospital Indigent Fund</td>
<td>Covid-19 Additional Funding Disbursements</td>
<td>TBD</td>
<td>692,000 To provide additional funding to the Hospital for increased expenses due to caring for Covid-19 patients</td>
</tr>
<tr>
<td>274</td>
<td>Hospital Indigent Fund</td>
<td>FUND BALANCE - HOSPITAL INDIGENT FUND</td>
<td>274-13-4201</td>
<td>-692,000 To provide additional funding to the Hospital for increased expenses due to caring for Covid-19 patients</td>
</tr>
</tbody>
</table>

The amendment is to increase funding for the Hospital in order to help offset their increased expenses due to caring for Covid-19 patients. This funding will be borrowed from General Fund - /Fund Balance and will be repaid at a later date. This amendment is an overall increase to the budget.

Approved this _____day of _____________ 2021.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman
Staff Report

Subject: Coastal Incentive Grant Program
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 09/07/2021

Item Description: Consideration to accept a grant award from the Georgia Department of Natural Resources (GDNR) Coastal Incentive Grant (CIG) Program.

Summary Recommendation:
Staff is requesting approval to accept a grant award from the Georgia Department of Natural Resources (GDNR) Coastal Incentive Grant (CIG) Program.

Executive Summary:
The CIG Program is a competitive pass-through subgrant program made possible by a grant to GDNR from the National Oceanic and Atmospheric Administration (NOAA) through Congressional funding pursuant to the Coastal Zone Management Act. Each year, the GCM allocates a portion of its federal funding to the Coastal Incentive Grants. These subgrants may be awarded to qualified county and municipal governments, regional commissions, state-affiliated research or educational institutions, or state agencies (except GDNR), provided the project takes place entirely within the eleven-county service area of the program. The CIG Program service area includes Brantley, Bryan, Camden, Chatham, Charlton, Effingham, Glynn, Liberty, Long, McIntosh and Wayne counties.

Effingham County plans to utilize the funds for a Stormwater Master Plan.

Background:
1. This is a 2-Year grant with cost share requirements and they are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>CIG</th>
<th>Match</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$15,084.00</td>
<td>$15,084.00</td>
<td>$30,168.00</td>
</tr>
<tr>
<td>Fringe</td>
<td>$5,731.92</td>
<td>$5,731.92</td>
<td>$11,463.84</td>
</tr>
<tr>
<td>Supplies</td>
<td>$1,893.96</td>
<td>$1,893.96</td>
<td>$3,787.87</td>
</tr>
<tr>
<td>Subcontract</td>
<td>$80,000.00</td>
<td>$56,800.00</td>
<td>$136,800.00</td>
</tr>
<tr>
<td>Other</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$80,000.00</strong></td>
<td><strong>$80,009.88</strong></td>
<td><strong>$160,009.88</strong></td>
</tr>
</tbody>
</table>
YEAR 2

<table>
<thead>
<tr>
<th>Category</th>
<th>CIG</th>
<th>Match</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$17,707.20</td>
<td>(in-kind)</td>
<td>$17,707.20</td>
</tr>
<tr>
<td>Fringe</td>
<td>$6,728.74</td>
<td>(in-kind)</td>
<td>$6,728.74</td>
</tr>
<tr>
<td>Supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontract</td>
<td>$80,000.00</td>
<td>$55,800.00</td>
<td>$135,800.00</td>
</tr>
<tr>
<td>Other</td>
<td>$275.00</td>
<td></td>
<td>$275.00</td>
</tr>
<tr>
<td>Total</td>
<td>$80,000.00</td>
<td>$80,510.94</td>
<td>$160,510.94</td>
</tr>
</tbody>
</table>

2. This is a reimbursement grant.

Alternatives for Commission to Consider:
1. Approve to accept a grant award from the GDNR CIG Program.
2. Do not approve to accept a grant award from the GDNR CIG Program.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve to accept a grant award from the GDNR CIG Program.

Other Alternatives: N/A

Department Review: Effingham County Engineering/Development Services

Funding Source:
Matching is annually $1.00 federal to $1.00 local (1:1).

Attachments:
GDNR CIG Award Letter
GDNR CIG Contract Information
Dear Liberto Chacon,

I am pleased to announce that your Coastal Incentive Grant (CIG) application, titled "Stormwater Master Plan" was approved by NOAA. Your Award Agreement is now available on the Submission Portal. Please review the Award Agreement and the Summary of Terms. The contract may be signed electronically and uploaded into the CIG Award Acceptance form.

If you would like to access the portal now, you may click here.

Do not hesitate to contact me if you have any questions.

Thank you,
Beth Tasciotti
Grants Coordinator- Coastal Resources Division

**** 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. *****
Dear Sub-Awardee,

In 2006, the Federal Funding Accountability and Transparency Act (FFATA) was signed into law. This legislation requires information disclosure concerning entities receiving Federal financial assistance through Federal grants. As a result, our organization is required to report on each of the grants that we award (i.e., subawards, subcontracts). By answering the questions below, your organization will provide us the data needed to meet FFATA reporting requirements. **This form is to be returned within 15 days of the contract signature date.** Please don’t hesitate to contact us if your organization has difficulty completing the questionnaire. Please contact:

Name: Denise Bowen
Telephone Number: 404-463-2881

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**To be completed by Organization Receiving the Award**

**Subawardee Doing Business as Name:**

**DUNS #:**

**Address:**

City: ____________________________
State: ____________ Zip code: ______________ + 4

**Primary Place of Grant Performance:**

City: ____________________________
State: ____________ Zip code: ______________ + 4

**Highly Compensated Officers:** Please list below your top 5 compensated officers if all three of the following conditions apply:

Yes ☐ No ☐

☐ Your organization received 80% or more of its annual gross revenues from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.

☐ Your organization received $25,000,000 or more in annual gross revenue from federal contracts, subcontracts, loans, grants, subgrants and cooperative agreements in the preceding fiscal year.

☐ The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**Officer 1 Name:** ____________________________
Compensation: $ __________________

**Officer 2 Name:** ____________________________
Compensation: $ __________________

**Officer 3 Name:** ____________________________
Compensation: $ __________________

**Officer 4 Name:** ____________________________
Compensation: $ __________________

**Officer 5 Name:** ____________________________
Compensation: $ __________________

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**To be completed by Awarding Agency:** Georgia Department of Natural Resources

**Division:** Coastal Resources

**Federal Funding Agency Name:** Department of Commerce

**Federal Award Number (case, space and character sensitive):** NA21NOS4190132

**Prime Recipient DUNS number (9 digits):** 146985544

**Subaward Amount:** $ 80,000.00

**Subaward Date:** October 1, 2021

**Subaward Number:** 306-8.14

**Subaward Project Title (Description):** Stormwater Master Plan Y1
Staff Report
Subject: Approval of Amendment 2 to the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.
Author: Alison Bruton, Purchasing Agent
Department: Solid Waste
Meeting Date: September 7, 2021
Item Description: Amendment 2 to the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc. Contract Renewal

Summary Recommendation: Staff recommends approval of Amendment 2 to the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

Executive Summary/Background:
- Effingham County currently has an agreement in place with Atlantic Waste Services, Inc. for Solid Waste Collection and Recycling Services. The initial term of this agreement was February 20, 2018 through June 30, 2021.
- This Amendment extends the term of the agreement through December 31, 2025, with automatic extensions for up to two (2) additional four (4) year terms unless either party gives notice of intent to terminate.
- Atlantic Waste may charge a fee of $.09 per pound or $180.00 per ton at the Convenience Center as listed in the schedule of fees. They will also receive scrap tires at the facility to be stored and disposed of in accordance with DNR regulations. Up to 200 tons of nonperishable and non-hazardous waste annually will be accepted from the County and/or City Public Works at no additional cost to the County/City.
- This Amendment has been received and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Approval of Amendment 2 to the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing, County Manager
Funding Source: Sanitation Fund
Attachments:
1. Atlantic Waste Services, Inc. Agreement and Amendment 1
2. Amendment 2
SOLID WASTE COLLECTION
AND RECYCLING SERVICE AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”), made and entered into by and between the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter called the “County”), and ATLANTIC WASTE SERVICES, INC. (hereinafter called the “Contractor”) of Georgia, a corporation maintaining an office located in Pooler, Georgia, for the purposes of engaging in the business of providing refuse collection, removal and disposal services.

WHEREAS, the County is empowered to provide for the collection and disposal of solid waste and is further allowed by law to enter contracts; and

WHEREAS, the County, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection of garbage, yard waste and recycling in the County, including its lawful disposal and has determined that the best interest of the County would be served by the employment of the contractor for said purpose; and

WHEREAS, the Contractor is willing to render the service of collection of garbage, recycling and yard waste within the County including its lawful disposal upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

TERM OF CONTRACT

This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin on February 20, 2018. The initial agreement shall terminate on June 30, 2021. There will be four (4) single-year renewals unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew the Agreement. The terms and conditions of this Agreement during any renewal term shall be upon the same terms, conditions and fees as set forth herein, unless agreed to otherwise in writing by both parties in an amendment to this Agreement. Notwithstanding the foregoing, this Agreement may be terminated during the initial term or renewal term pursuant to the provisions in the next following paragraph or the provisions of section 35 below.

This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement in accordance with O.C.G.A. §36-60-13.
DEFINITIONS.

Bags. Plastic storage bags with sufficient wall strength to maintain integrity when lifted from the top. Maximum total weight of bags and contents shall not exceed fifty (50) pounds.

Board means the Effingham County Board of Commissioners.

Bulky waste means discarded items that are larger than three feet in any dimension, and/or heavier than 50 pounds in weight and, therefore, too large to be collected in residential municipal solid waste storage containers or carts, including, but not limited to, items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

Collect or collection means to remove residential solid waste and residential recovered materials for transport to a disposal facility or processing facility, or cause such to be removed.

Collection services means the collection from a residential service unit and any other locations which generate residential solid waste and residential recovered materials including related transportation, transfer, processing and/or disposal.

Construction & Demolition (C&D) Refuse means waste material resulting from construction, repairs, remodeling or demolition operations on structures of all kinds, sidewalks and driveways, and including waste and rejected material such as earth, stone, brick, debris and waste products from installation or replacement of plumbing, heating, air conditioning, and electrical systems as well as flooring, carpeting, roofing, and lot cleaning or lot clearing.

County means Effingham County, Georgia.

Curbside collection refers to the collection of residential solid waste and residential recovered materials from the designated residential collection location. Containers placed behind any structure such as a fence or wall or placed in a vault below the ground surface are not included in this definition and shall be excluded from curbside service.

Dead Animals means dead animals or portions thereof, weighing less than fifty (50) pounds.

Designated residential collection location means the location where the residential solid waste storage container or cart, residential recovered materials storage container, and/or any yard trimmings are placed within one to six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.

Disposal means dumping or depositing solid waste into or onto a disposal facility.

Disposal facility means any facility or location where the final deposition of solid waste occurs and includes, but is not limited to, landfilling and solid waste thermal treatment technology facilities licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse for processing or final disposal.

Duplex means a building designed exclusively for residential occupancy by two families.

Hazardous waste means any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under the Georgia Hazardous Waste Management Act. Materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCB's), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste", a "hazardous substance", or similar designation under any federal, state or local environmental law.
Item XI. 7.

Contract: 17-001 – Solid Waste Collection and Recycling Services

Mobile home means a mobile or manufactured home, receiving residential-type waste collection.

Multifamily dwelling means a building designed exclusively for residential occupancy by more than one family, except for duplex, triplex, and quadruplex units.

Non-curbside collection means collection of residential solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings outside the designated residential collection location.

Overage means the placement of residential solid waste in the residential solid waste storage container or cart such that materials extend beyond the container rim and the lid fails to fully close.

Person means the state or any other state agency or institution thereof, and municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in the state or any other state. The term "person" also includes any officer or governing or managing body of any county, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in the state or any other state. The term “person” also includes employees, departments, and agencies of the federal government.

Processing means any method, system or other treatment designed to change the physical form or chemical content of solid waste, and includes separation from solid waste or other handling of recovered materials for recycling.

Processing facility means a facility whose activities include, but are not limited to, the separation and preparation of solid waste for reuse or disposal or separation and preparation of recovered materials or yard trimmings to produce a marketable commodity.

Quadruplex means a building designed exclusively for residential occupancy by four families.

Recovered materials means those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recovered materials processing facility means a facility engaged solely in the storage, processing, and resale or reuse of recovered materials. The term "recovered materials processing facility" shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

Recycling means any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products except for mixed residential solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential sources. Recycling includes the composting process if the compost material is put to beneficial use.

Refuse means all residential solid waste.

Residential solid waste means solid waste generated at a residential service unit.

Residential solid waste collection services means the collection, processing and disposal of residential solid waste by a residential service provider.

Residential solid waste storage container or cart or receptacle means a leak proof container with attached lid and wheels that will allow the manual, automated or semi-automated collection of residential solid waste, meeting the specifications established by the county.

Residential recovered materials means recovered materials generated at a residential service unit.

Residential recovered materials collection service means the collection and processing of residential recovered materials in a single stream.

Residential recovered materials storage container means a container that will allow collection of residential recovered materials meeting specifications established by the county.
Residential service fee means the fee assessed on each residential service unit for collection, transportation, processing and/or disposal of residential solid waste and residential recovered materials for the administration of the county’s solid waste program.

Residential service provider means a person who has received a service agreement from the county to perform the physical process of collecting, transporting, processing and disposing of the residential solid waste, residential recovered materials, and/or yard trimmings within unincorporated Effingham County.

Residential service unit means each unit or units within the following categories: single-family dwellings; duplexes or two-unit multifamily dwellings; triplexes or three-unit multifamily dwellings; quadplexes or four-unit attached multifamily dwellings; and mobile homes. A residential service unit shall be deemed occupied when either water or electrical services are being supplied thereto.

Residential service unit owner means any person, firm, corporation or other entity owning a residential premises in unincorporated Effingham County.

Residential solid waste collection and disposal means the performance of all requirements within this Agreement and applicable laws related to residential solid waste, residential recovered materials, and yard trimmings, as well as incidental administrative tasks related to the performance of those requirements.

Single-family dwelling means a building designed exclusively for residential occupancy by one family.

Single-Stream Recyclable Materials means plastic containers coded 1-5, Tin cans, Aluminum, Paper products: newspapers, junk mail, magazines, etc., Cardboard and Glass generated by Residential Units within the unincorporated areas of the County, that are collected and commingled within a single 95 gallon wheeled receptacle that will be provided to each Residential Unit by Contractor. Recyclables do not include hazardous waste or items contaminated with food waste.

Solid Waste refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HPDE), newspapers and inserts, spiral paper, cans, and other Solid Waste including Yard Waste. Solid Waste shall not include discarded building construction and demolition (C&D) materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.

Special needs resident means a residential service unit owner who, as a result of a physical or mental challenge, is unable to place his residential solid waste storage container or cart, residential recovered materials storage container, and/or yard trimmings at the designated residential collection location for collection by the residential service provider.

Transfer station means a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing facility.

Treated wood means wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

Triplex means a building designed exclusively for residential occupancy by three families.

Unacceptable waste means hazardous waste, biomedical waste, tires, paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten pounds, firearms, and any and all waste of which the acceptance and handling by a residential service provider or commercial service provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service provider’s equipment or facilities, or present a substantial danger to the health or safety of the public or the service provider’s employees.

White goods and furniture means household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators
and freezers, which have had the doors removed and furniture, mattresses, and waste material other than dead animals, commercial refuse, or hazardous waste, which weight exceeds fifty (50) pounds and/or volumes greater than thirty-five (35) gallons. White goods are and only required to be accepted at the Convenience Center.

*Yard trimmings* means leaves, brush, grass clippings, shrub and tree pruning's, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations. As used herein, the term "yard trimmings" does not include stumps, roots, shrubs with intact root balls, bulk soil or stone and specifically excludes all treated wood.

*Yard waste* means leaves, grass clippings, garden residue, mulch, tree trimmings, tree branches no more than four (4) feet in length and four (4) inches in diameter and that are bundled and tied, chipped shrubbery and other vegetative material generated from a residential yard or garden. Yard waste does not include tree stumps, rocks, and bulk soil or stone.

**COLLECTION OF RESIDENTIAL SOLID WASTE**

All residential solid waste collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. Before disposal, all residential solid waste collected from waste generators in Effingham County will be weighed and recorded. The Contractor will provide the County with a monthly tonnage report that is to be delivered to the designated Effingham County representative within ten days of the end of the month for which the data was collected. The Contractor will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for County inspection.

The Contractor will provide all residential service units with one (1) new, industry standard, 95 gallon or more lidded, wheeled container. The container will be at no cost to the County or customer. All equipment will bear the name of the contractor. All garbage collection equipment will be maintained in good repair and appearance.

The Contractor will be required to pick up, on a weekly basis, all residential solid waste, provided it is placed in an approved collection container and set out for collection. Any materials set out for collection that are not in an approved container will be left at the curb along with instructional materials educating the customer about the County's solid waste plan and recycling program. Contractor shall not be responsible for the collection of white goods or bulky items as those items shall be delivered by the resident to county drop off center or some other permitted facility.

The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the County and residential service unit owners, in writing, ten (10) business days in advance of the effective date.

**YARD WASTE**

The company will be required to pick up all yard waste contained within the residential solid waste storage container from each residential unit at the same schedule as collecting refuse.

All yard waste shall be placed into the residential solid waste storage container only. There will be no collection of yard waste outside of the cart or garbage that is outside of the cart resulting from excessive yard waste that is inside of the cart.

It is the company's responsibility to properly dispose of all yard waste collection containers at no additional cost to the County.
COLLECTION OF RECYCLABLES

The contractor must provide for a single stream collection of recyclables.

The Contractor shall collect, but not limit collection to, the following recyclable materials:
- Plastic containers coded 1-5
- Tin cans
- Aluminum
- Paper products: newspapers, junk mail, magazines, etc.
- Cardboard
- Glass

Recyclable materials will be collected curbside on a bi-weekly basis. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable materials will be kept separately stored in the container provided by the contractor. The container will be industry standard, 95 gallon, a different color than the garbage container, and labeled as a recycling container. All recyclable materials collected by the Contractor will be the property of the Contractor and the Contractor is responsible for its removal and disposal.

Before processing the materials collected within Effingham County, the Contractor will weigh and record the amount of recyclables collected. The Contractor will provide the County with a monthly tonnage report. The report shall be given to the County’s Designated Representative within ten days of the month end for which the data was collected. The Contractor will maintain, for a period of five years, copies of weight tickets which are to be made available for County inspection.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

The Contractor is prohibited from collecting recyclables from a household and mixing them with garbage unless the County grants prior written approval. The County reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable material.

The Contractor will not collect the recycling cart if non-recyclable materials have been placed inside the cart provided. In the event that non-recyclable materials are placed in the cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the Effingham County recycling program and how to prepare those materials.

The Contractor may remove the recycling container if the customer continues to place non-recyclable materials in the recycling container after receiving instructional materials about the recyclable materials that are acceptable after Third (3rd) infraction in Three (3) Months.

NEIGHBORHOOD CLEANUP PROJECTS.

The County sponsors community cleanups and recycling events. The Contractor will be responsible for providing collection assistance, collection containers, and disposal services for six (6) community cleanup events annually – one in each of the five (5) county districts and one in the designated MS4 area. Schedules and sites are to be determined by the event.

For each community clean-up event, the Contractor will deliver at least two (2) thirty (30) yard roll off containers to a pre-designated site on the Friday before the weekend cleanup and will collect the containers the
following Monday. Contractor will monitor the containers during the weekend cleanup event and will swap out containers as needed, with a maximum being 3 swap outs per container per event or 6 total per event.

**COUNTY FACILITIES WASTE AND RECYCLABLES COLLECTION**

Beginning on the service commencement date, Contractor shall collect all waste and recyclables placed inside the 95 gallon carts at sites located at County buildings or facilities in both the un-incorporated areas and the incorporated municipalities as scheduled through mutual agreement. Contractor shall provide the County with carts in sufficient number and capacity to contain such waste and recyclables at no extra charge. However locations that require more capacity than 3 garbage carts and 3 recycling carts shall utilize front-end containers with a following fee schedule below.

Within the first year of the Contract term, Contractor shall conduct a receptacle audit to assess whether the receptacles are sufficient in capacity to hold the volume of material being discarded. Contractor shall communicate findings of the audit to the designated County representative, and propose appropriately sized receptacles as necessary.

The Contractor will provide for the collection of waste and recyclables at the facilities designated. Contractor provided containers are to be clearly labeled to receive waste and recyclables. Frequency of service shall be weekly for garbage and bi-weekly for recyclables.

**Location of County Sites is as follows:**

<table>
<thead>
<tr>
<th>DEPARTMENT NAME</th>
<th>DEPARTMENT ADDRESS</th>
<th>SIZE OF WASTE RECEPTACLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goshen Apartments</td>
<td>Goshen &amp; Hwy 21, Rincon, GA 31326</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Ball Field</td>
<td>Honeyridge Road, Springfield, GA 31329</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Annex</td>
<td>768 GA Hwy 119 S, Springfield, GA 31329</td>
<td>8 yd front load x 2</td>
</tr>
<tr>
<td>Prison</td>
<td>321 GA Hwy 119 S, Springfield, GA 31329</td>
<td>8 yd front load x 7</td>
</tr>
<tr>
<td>Prison (Animal Shelter)</td>
<td>321 GA Hwy 119 S, Springfield, GA 31329</td>
<td>30 yd rolloff x 2 (on call service)</td>
</tr>
<tr>
<td>Jail</td>
<td>130 1st Street Extension, Springfield, GA</td>
<td>8 yd front load x 2</td>
</tr>
<tr>
<td>New Courthouse (Judicial Complex)</td>
<td>700 North Pine Street, Springfield, GA 31329</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Historic Courthouse</td>
<td>901 North Pine Street, Springfield, GA 31329</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Convenience Center</td>
<td>2750 Courthouse Road, Guyton, GA 31312</td>
<td>8 yd front load x 1</td>
</tr>
<tr>
<td>Waste Water Treatment Plant</td>
<td>805 Low Ground Road, Guyton, GA 31312</td>
<td>2 yd front load x 1</td>
</tr>
<tr>
<td>Sandhill Athletic Park</td>
<td>199 Stagecoach Avenue, Guyton, GA 31312</td>
<td>8 yd front load x 1</td>
</tr>
</tbody>
</table>

**CONVENIENCE CENTER**

Contractor will operate the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312, from Wednesday to Saturday 8:00 a.m. until 5:30 p.m.
Contractor will operate Toledo Scales ("scales") and direct loads of solid waste at the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312.

Contractor will assign qualified personnel to manage and operate the scales and to direct loads of solid waste at the Convenience Center. Contractor shall not receive any benefit including economic benefit from the use of county inmates.

Contractor will ensure all employees wear safety shoes and hearing/eye protection pursuant to Contractors policy.

Contractor will provide operation and safety training for the personnel who will operate the scales and will provide any additional personal protective equipment when deemed necessary by the Contractor, in its reasonable discretion.

Contractor will provide at least two (2) forty (40) yard containers for garbage; at least two (2) forty (40) yard containers for yard waste; at least two (2) forty (40) yard containers for bulk.

Contractor will receive Yard Trimmings, as defined by O.C.G.A. §12-8-22(42). The Yard Trimmings shall be disposed of in a beneficial manner in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management, Chapter 391-3-4, as amended. The Contractor shall cease accepting Yard Trimmings should Effingham County apply for, and receive, a solid waste handling permit. The Contractor will have the option to burn yard waste or the county shall provide a bulldozer and operator to clear new space once there is no more room to dispose of yard debris.

Contractor will be responsible to use roll off trucks to transfer waste from the Convenience Center to disposal site and shall be responsible for all roll off containers at the Convenience Center. Contractor shall also be responsible for all collection boxes, equipment and containers at the Convenience Center. Contractor may charge a fee of $.08 per pound or $160.00 per ton to the citizens using the center as listed in the Effingham County Schedule of Fees. Any change in fee shall be approved by the Board of Commissioners.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended. The prices for tires are listed in the Effingham County Schedule of Fees.

The County shall be responsible for permitting the site, site mowing and maintenance of the Convenience Center structures.

Contractor shall comply with all applicable laws in performing their services at the Convenience Center.

Title to and liability for all waste delivered to the Convenience Center shall at no time pass to the County. The County shall have no obligation to handle waste materials delivered to the Convenience Center.

**SERVICE DAYS AND HOURS**

**Regular Schedule.**
Contractor shall provide collection on service days between the hours of 7:00 a.m. and 6:30 p.m. Prior to commencement of services the Contractor will, at its own expense, notify each residential service unit individually of the scheduled collection days or any changes thereto for the duration of this Agreement.

**Holiday Schedule.**
Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Contractor will advertise a minimum of three (3) times,
on a social media platform, the county website, the company website and local newspaper, schedule changes for holidays at least 10 (ten) days before any observed holidays. The following is a list of holidays:
   New Year’s Day
   Thanksgiving Day
   Christmas Day

Changed Schedule.
Contractor may not change a regularly scheduled collection day without County approval. If approved, the Contractor shall notify each customer of any change in that customer’s regularly scheduled collection day (except for holiday schedule) or days in writing by first class mail at least 2 weeks prior to the change. Exceptions may apply with severe and/or extreme weather events that prevent the Contractor from performing services. If collection is suspended, Contractor will perform collection on the next regular collection day. The Contractor will not be allowed Sunday collection except in emergency situations approved by the County.

Emergency Schedule.
Contractor may have to alter regular service due to unforeseen natural or manmade circumstances. When these events occur, Contractor shall communicate with the County on a satisfactory return to normal operation and clean up schedule. Contractor shall advertise on its and the county’s website as well as other social media platforms the revised schedule. Contractor will send phone messages to all available phone numbers that are provided by the county. Failure to do so will cause a $2,500 per day fine until normal schedule is restored.

COLLECTION SERVICE EXCEPTIONS

Contractor is not obligated to collect solid waste in the event of any service exception, but must complete and leave a non-collection notice securely attached to a receptacle at or near the set-out site.

Exceptions include solid waste that is not properly placed in receptacle, unpermitted waste (such as hazardous waste), or contamination of recyclable waste not in compliance with collection services and applicable State laws.

In its next monthly report, Contractor shall inform the County of each customer to which Contractor gave a non-collection notice.

ROUTING

No later than 45 (forty-five) days prior to the Contract service commencement date, Contractor shall provide the County with route maps (hard copy and GIS files) and sheets for each collection route, including the following information:
  • Beginning and ending points for each route, with route marked on a map;
  • Aggregate number of customers on each route, type and capacity of collection vehicle, assigned number of workers for each route, and worker’s shift hours;
  • Date and approximate time (morning or afternoon) of pickups; addresses of each customer’s premise.
  • The VIN, tag and unit number of the vehicle assigned to each route.

The County may provide written comments on proposed route maps and sheets to Contractor no later than 10 (ten) business days thereafter. Within 10 (ten) business days after receipt of any comment from the County, Contractor shall promptly revise the maps, schedules, and route sheets to reflect the comments and return them to the County for corroboration and approval.

Route changes with County Consent
  • Contractor shall submit to the County, in writing, any proposed change in collection route maps not less than 60 (sixty) days prior to Contractor’s proposed date of the change.
Upon County comments and mutual agreement, Contractor shall implement changes following 10 (ten) business days' notice, sent by Contractor, to affected customers so that no customer is left without collection for more than 6 (six) days.

**Route Audits**

The County may conduct audits of Contractor's collection routes. Contractor shall cooperate with the County on route audits, including permitting County employees or other persons designated by the County to follow the collection vehicles during the audit. Contractor will have no responsibility or liability for the salary, wages, benefits, or worker's compensation claims of any person designated by the County to conduct audits.

**ACCESS**

Contractor shall provide collection services to all residential premises service located on publicly owned roadways and privately owned roadways where the owner(s) grants written permission. Such roadways shall be accessible to waste collection vehicles. Privately owned roadways where the owner grants permission for collection of solid waste shall be maintained by the owner. All roads and right of ways used to collect waste shall be built and designed to handle the weight of the waste collection vehicles and Contractor shall not be liable for damage to roads for normal wear and tear in providing the service.

**INACCESSIBLE PREMISES**

Contractor and the occupant of a residential premises not conveniently accessible to a public or private right of way or not having suitable location at roadside for placement of carts or other residential solid waste shall agree on the manner and location for the collection of residential solid waste from such residential premises. Such agreement, for example may require that Contractor collect residential solid waste in bags approved by the Contractor and placed at a convenient location within 25 feet of roadside.

**COLLECTION EQUIPMENT**

Each collection vehicle must meet industry standards, licensure and approval by the County. In addition, Contractor shall comply with applicable U.S. Environmental Protection Agency standards and Georgia Department of Transportation regulations. At origination of this contract all trucks will be brand new, but at no time during the term of this contract resulting or during any extension of said contract will the Contractor include any vehicles/equipment in the fleet being provided for Effingham County that is more than FIVE (5) years old.

Contractor will be required to use only GPS equipped trucks. Contractor will allow County real time access to the GPS system together with the ability to run reports as and when needed.

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Vehicles are to have litter control devices.

Vehicles must be painted uniformly with the name of the contractor, the vehicle identification number and contractor's telephone number printed on each side in letters not less than 9 inches in height.

Vehicles are to be washed weekly or more often, if needed.

Vehicles are not to interfere unduly with vehicular or pedestrian traffic.

Vehicles are not to be left standing on streets, and alleys unattended, except as made necessary by loading operations.
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Contractor will promptly repair any damage or injury to any County property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the County property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

No advertising will be permitted on vehicles.

All vehicles will be secure and prevent the leakage of any fluids or littering of materials collected.

All vehicles used for collection will have a fully enclosed metal top.

All loading doors and cab doors will be closed before a vehicle is placed in motion.

Vehicles will not be overloaded as to scatter refuse, but when refuse is scattered for any reason, it is the responsibility of the contractor to immediately pick up scattered matter.

Drivers of vehicles which break hydraulic hoses and leak on County roads or rights-of-way will be required to immediately stop operation, clean up fluid with either a compound or cover area with sand to soak up this leakage and sweep up the soak-filled compound or sand and place in truck. A call for a replacement vehicle or repair of leaking hydraulic hose will be required before proceeding with the scheduled route.

All clean ups must be reported within two (2) hours to the designated Effingham County representative. The report will include the address(es) of the area the spill occurred. If an address is not readily available, the Company will, by its vehicle’s GPS device, produce an area ID number.

The County or its designated representative shall have the right to inspect collection vehicles at least once annually and request any issues be addressed by Contractor.

**RECEPTACLE SPECIFICATIONS**

Contractor will provide one (1) new 95 gallon or more wheeled receptacle for solid waste collection and one (1) new 95 gallon wheeled receptacle for recycling collection to every residential premises suitable for occupancy in the unincorporated area of the County.

Receptacles must contain prescribed labeling, including any hazardous waste disposal prohibitions.

The receptacles shall be from a major U.S. manufacturer, designed for both U.S. industry standard, semi- and fully-automated collection equipment, and carry a 10-year warranty.

Occupants of residential premises may request one (1) or more additional receptacles.

**Repair or Replacement of Lost or Damaged Receptacle(s).**

Following a customer’s written request for repair of a damaged receptacle, Contractor shall repair the damaged receptacle or exchange it for an operative receptacle, remove and/or deliver a replacement receptacle, or repair a damaged receptacle, to that customer’s set-out site on that customer’s next regularly scheduled collection day without charge unless there is proven customer negligence. Contractor may charge a fee for willful removal or damage to a container, however, such charge shall not exceed the actual cost to the Contractor for the replacement.

**New Residential Units**

If the Contractor fails to deliver new curbside carts in a timely manner for new customers, the County will assess performance failure deductions in the amount of $100.00 per occurrence. Timely shall mean that the
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carts are to be delivered not later than five (5) business days from the time the County places the order with the Contractor.

**Contractor Removal of Refuse Receptacles**
Upon expiration or termination of this Agreement, Contractor shall remove refuse receptacles at the following times: after replacement receptacles are provided to the customer’s premises, or at the time directed by the County.

**SPECIAL RECEPTABLE ROLL-OUT SERVICE**

At customer request, Contractor shall provide roll-out or side door/back door service for refuse and recycling receptacles. In no event will side door or back door service be provided at a distance of more than 150 feet from the public roadway.

a. *Without surcharge.* Contractor shall provide roll-out service without surcharge to the following individuals:
   - Elderly or medically certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the roll out service has been determined to be a medical necessity by a licensed physician and approved by the County.
   - Residential customers who may not meet the criteria in preceding item, but who demonstrate to the County similar physical hardship.

b. *With surcharge.* Contractor shall provide roll-out or backdoor service to any customer who does not meet the preceding listed criteria for the customer special service surcharge listed on the Contractor service fee schedule.

**MISSED COLLECTIONS AND COMPLAINT HANDLING**

17.1 The Contractor shall maintain and adequately staff a customer service department call center to handle customer calls and complaints throughout the Term of the Contract. Contractor’s call center shall use a computerized customer database that shall be updated by the Contractor’s employees. All service requests or complaints shall initially be directed to contractor’s customer service department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours. If requested by the caller, Contractor shall provide a receipt of the complaint by e-mail or fax.

17.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

17.2.1 Identification number
17.2.2 Date and time of initial call
17.2.3 Date and time of any follow up call(s)
17.2.4 Customer name, service address, and phone number
17.2.5 Type of service request or complaint
17.2.6 Contractor contact by whom service request or complaint was received

17.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database. The closed work order information will include all of the above data, plus:

17.3.1 Contractor’s determination as to legitimate or non-legitimate service request or complaint
17.3.2 Action taken to satisfy request or resolve complaint
17.3.3 Date of communication with Service Unit
17.3.4 Date and time of action taken
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17.4 Contractor shall configure the computerized customer database that stores the service request and complaint records so that those records can be provided to the County on short notice upon request.

17.5 Contractor shall summarize work orders and complaints on a monthly basis.

17.6 The County's goal is the resolution of 98% of all complaints within 24 (twenty-four) hours of the complaint.

QUALITY OF PERFORMANCE OF CONTRACTOR

18.1 Breach of Contract: Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor by close of the next day collection shall be considered a breach of this Agreement with the County.

18.2 Liquidated Damages: The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County's probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

18.2.1 Failure to clean up spilled Residential Solid Waste or, if requested by the Service Unit, Residential Single-stream Recovered Materials resulting from loading and/or transporting — per Service Unit per occurrence: $100.

18.2.2 Failure to collect Residential Solid Waste from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day, whichever is later — per occurrence: $100.

18.2.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three or more similar incidents at the same premises within a six month period) — per occurrence: $500.

18.2.4 Failure to provide Collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) at least once per week — per occurrence: $1,000.

18.2.5 Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes; Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received.

18.2.6 Collection or commingling of Residential Single-stream Recovered Materials with Residential Solid Waste without explicit written authorization from the County; per occurrence $500.

18.2.7 Failure to clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks - per occurrence: $500.

18.2.8 Failure to maintain staffed office during specified hours (8:00 a.m. to 5:00 p.m. Monday through Friday) - per occurrence: $400.

18.2.9 Failure for Contractor’s employee(s) to wear a uniform and reflective safety clothing while performing under the Contract - per occurrence: $100.
18.2.10 Failure of Contractor to comply with any State or local littering laws - per occurrence: $100 in addition to any applicable fines levied.

18.2.11 Failure to replace or repair a damage cart within 48 hours of notice by the customer or designated county staff - per occurrence: $100.

18.2.12 Failure to replace a stolen cart within 48 hours of notice by the customer or designated county staff - per occurrence: $100.

18.2.13 Failure to deliver new curbside carts to new customers within 5 business days of notice by the customer or designated County staff - per occurrence: $100.

18.2.14 Failure to completely empty garbage and recycling cart within 48 hours after notice by the customer or designated county staff - per occurrence: $100.

18.2.15 Failure to place garbage or recycling cart at least 2 feet off of the paved road after emptying the cart after notice by the customer or designated county staff - per occurrence: $100.

18.2.16 For phone or in person complaints received and facilitated by county staff regarding any matter in this Agreement, the County shall deduct $5.00 for each instance over the amount of 10 per month.

18.3 Appeals Process for Assessment of Liquidated Damages: Within 5 business days of the assessment of any liquidated damages, the Contractor may submit a written appeal to the person designated by the County setting forth Contractor’s arguments for why such damages are unjustifiable. The County shall consider all such appeals in good faith. Within 5 business days of the submittal of the appeal, the person designated by the County shall notify the Contractor in writing of any action taken with respect to Contractor’s claims.

**INADVERTENT COLLECTION AND DELIVERY OF UNPERMITTED WASTE**

If Contractor inadvertently collects and/or delivers unpermitted waste to a solid waste management facility and Contractor cannot identify or fails to remove it, Contractor shall arrange for its proper handling and disposal as required by Applicable Law and cooperate with the solid waste management facility owners or operators with respect to proper handling and disposal. Contractor releases County from obligation or liability to Contractor for those costs of disposal. Promptly upon County request, Contractor shall reimburse County for County’s reimbursement costs of handling unpermitted waste if Contractor does not do so. The Contractor shall have an Unpermitted Waste protocol in place.

**COLLECTION PERSONNEL**

Contractor will provide an adequate number of qualified personnel properly trained to conduct the tasks required by this Agreement and as may be required to satisfy the Department of Labor, Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970, as amended. The Contractor also shall comply with the provisions of the High-Voltage Safety Act of the State of Georgia, O.C.G.A. Section 46-3-30 et. seq., and all federal, state, and local codes, regulations, and standards.

Contractor may be required to submit a list of all personnel who will be utilized in fulfilling the requirements of this Agreement, and evidence of their qualifications. The County shall retain the right to reject personnel if they do not meet County qualifications.

Collection personnel will:
Perform in a safe, proper and effective manner, abiding by all applicable regulations.
Wear a uniform bearing the company’s name/logo and maintain a neat and professional appearance.
WILL NOT accept gratuities for any reason whatsoever from residents, tenants or other persons.

For all operations requiring the placement and movement of the Contractor’s equipment, the Contractor shall observe, exercise and require their employees to observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and undue interference with the movement of the public or the County.

The Contractor must have in place a drug/alcohol free workplace policy that applies to all applicable employees. This policy should include provisions for reasonable suspicion, pre-employment, and post-accident drug/alcohol testing.

Contractor shall assure that no employees remove materials from the waste collected (scavenging) for their personal use or for sale. Contractor shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures. If the County has notified Contractor of a complaint related to scavenging previously by an employee and this event constitutes the second or greater scavenging complaint, Contractor will consider removing the employee from work under this Agreement.

MEETINGS AND AUDITS

Contractor will meet once a month with the County’s designated representative(s) in the Effingham County Board of Commissioners Administration Building located at 601 N. Laurel Street, Springfield, GA 31329. The Contractor shall maintain adequate records of the services performed by the Contractor during the term of this Agreement. The County shall have the right to review all records maintained by the Contractor pursuant to this Agreement upon 24 hours written notice. In addition to the above, the County shall be entitled upon request to receive from the Contractor any records or documents maintained by the Contractor to perform such audits or investigations reasonably calculated to assess the performance by the Contractor under this Agreement.

RESIDENT REQUIREMENTS FOR CART/YARD WASTE PLACEMENT

Carts must be placed by all residents (with the exception of those handicapped or elderly individuals who have presented to the County a doctor’s certificate verifying their respective physical limitations) at the designated residential collection location by 6:00 a.m. on the designated collection day. Designated residential collection location means the location where the residential solid waste cart and the residential recycling cart, are placed within one to six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider’s collection crew and vehicle.

The Contractor may decline to collect any container not so placed. The Contractor will service residential units beginning no earlier than 7:00 a.m. and no later than 6:30 p.m.

HOUSE COUNT

The residential services to be provided by Contractor hereunder shall be for the curbside collection of all residential solid waste and yard-waste if contained within the cart only and recyclables generated by the residential units in the unincorporated areas of the County. By current house count, all residential units shall be serviced by Contractor under this Agreement. Contractor may request monthly house counts to be conducted by Contractor and County representatives and the compensation due Contractor shall be increased or decreased based on the house count. In the event a new cart is placed on or before the 15th day of a month, the residential unit shall be billed for the full month’s service.
USE OF SUBCONTRACTORS

It is understood that the Contractor must have the ability to undertake all the tasks outlined and shall not develop agreements with subcontractors in order to provide and manage the full scope of services requested by the County, unless approved in advance by the County, via a written amendment to this Agreement.

PAYMENT TO COMPANY

The County will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the County will be paid on a monthly basis according to the terms and conditions of this Agreement. A cart count, as of the first (1st) day of the current month, will be submitted by County to Contractor. Upon verification, an invoice will be issued on the fifth (5th) day of the current month, payable no later than thirty days from the date of the invoice, though the County agrees to make a good-faith effort to pay the invoice in a shorter period of time.

COMPLIANCE WITH LAWS

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of the State or County Board of Health and all other governmental agencies relative to the collection and transportation of residential solid waste. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate garbage and disposal operations within the County. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this Agreement including the Contractor submitting to the County the monthly tonnage reports for residential refuse.

ANTI-DISCRIMINATION

The Contractor, in performing the work furnished by this Agreement, shall not discriminate against any person because of race, sex, age, creed, color, religion, natural origin or physical handicap.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for the collection and disposal of refuse; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

LICENSES AND TAXES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the County within ten (10) business days of the change.

INDEMNIFICATION AND HOLD HARMLESS

The residential service provider agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the residential service provider, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the County of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for
which indemnification may be sought hereunder, the county shall give written notice thereof (the "claims notice") to the residential service provider; provided, however, that a failure to give such notice shall not prejudice the county's right to indemnification hereunder except to the extent that the residential service provider is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the county when such information is available. The residential service provider may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the residential service provider elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the county of its intent to do so, and the county shall cooperate, at the expense of the residential service provider, in the compromise of, or defense against, such asserted claim. If the residential service provider elects not to compromise or defend the asserted claim, fails to notify the county of its election as herein provided or contests its obligation to provide indemnification under this agreement, the county may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the residential service provider. Notwithstanding the foregoing, neither the residential service provider nor the county shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the county and the residential service provider may participate, at their own expense, in the defense of such asserted claim. If the residential service provider chooses to defend any asserted claim, the county shall make available to the residential service provider any books, records or other documents within its control that are necessary or appropriate for such defense.

**IMMUNITY**

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the County, its officials, or employees are legally entitled.

**INSURANCE**

Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the County, including, but not limited to the following:

a. **Statutory workers' compensation insurance.**
   1. Employer's liability for bodily injury by accident: $500,000.00 each accident;
   2. Employer's liability for bodily injury by disease: $500,000.00 policy limit $500,000.00 each employee.

b. **Commercial general liability insurance.**
   1. $1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
   2. $1,000,000.00 limit of liability per occurrence for personal injury;
   3. Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury; and
   4. Additional insured endorsement which includes ongoing operations and completed operations.

c. **Auto liability insurance.**
   1. $1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
   2. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed collection vehicles; and
3. Coverage for cleanup of pollutants due to an accident, including pollution liability broadened form endorsement.

If the auto policy does not include the endorsement form specified in this section, a separate service providers pollution liability policy endorsed with the transportation pollution liability form with a minimum limit of $1,000,000.00 must be provided.

d. Excess liability insurance—Minimum $5,000,000.00 limit of liability.
   1. The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions;
   2. The excess liability policy must extend over the general liability, automobile liability, and employers’ liability policy forms; and
   3. The excess liability policy must have concurrent effective dates with the primary coverage parts.

e. The cancellation provision must provide 90 days’ notice of cancellation.

f. Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers’ compensation funds may be acceptable by the approval of the county. European markets, including those based in London and domestic surplus line markets that operate on a non-admitted basis, are exempt from the requirement provided that the service provider’s broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.

g. The state department of insurance must license the insurance company to do business, unless an exception is authorized by the county.

h. Certificates of insurance, and any subsequent renewals, must reference solid waste collection and disposal service and must be provided to the County.

i. The service provider shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements.

j. The service provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. The service provider agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the service provider at the service provider’s expense.

k. No service provider or subcontractor shall commence any work of any kind until all insurance requirements contained in this contract have been complied with and until evidence of such compliance satisfactory to the county as to form and content has been filed with the county. The accord certificate of insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.

l. Compliance by the service provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the service provider and all subcontractors of their liability provisions of the contract.

m. The service provider and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this contract.

n. The service provider shall at a minimum apply risk management practices accepted by the service provider’s industry.
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o. The service provider shall agree to waive all rights of subrogation against the county, the county board of commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the service provider.

PERFORMANCE BOND

The Contractor shall furnish to the County a Performance Bond or Irrevocable, Direct Pay Letter of Credit conditioned upon the true and faithful performance of the Contract in the amount equal to the amount of 25% of the estimated annual revenue of the Contractor generated pursuant to this Contract. The Performance Bond shall be written for a period of one (1) year and renewed on an annual basis by the Contractor and maintained throughout the Term of Contract. Upon the Contractor's successful completion of the Contract the County will release the Performance Bond. In the event of an uncured Default by Contractor, the County may procure services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing the services in the interim period between the Default and the procurement of a new Contractor. The County shall draw on the Contractor’s Performance Bond or Letter of Credit as necessary for such new Contractor and services.

SERVICE CHARGE TO CONTRACTOR

The County shall pay to the Contractor the sum of:

RESIDENTIAL

$11.00 per month per residential unit for once weekly garbage & in cart yard waste collection

$4.00 per month for hi-weekly recycling collection

$8.50 per month for each additional garbage cart per residence

$4.00 per month for each additional recycling cart per residence

COUNTY BUILDINGS

$125.00 per month fee per 10yd front load receptacle - once a week pick up

$100.00 per month fee per 8yd front load receptacle - once a week pick up

$60.00 per month fee per 2yd front load receptacle - once a week pick up

$165.00 per on call collection pull fee per 20yd rolloff

$165.00 per on call collection pull fee per 30yd rolloff

$41.44 per ton disposal fee
CONVENIENCE CENTER

$40,000.00  Annual operating fee

ADDITIONAL FEES

No Charge  Special projects

$16.66  Per month per residential unit per Roll-Out / Back Door Pick-up on top of normal waste pickup cost for those that don’t qualify for special circumstance and medical hardship.

The Contractor shall present an itemized bill for residential service to the County by the fifteenth of the current month and the County shall pay the Contractor within thirty (30) days of the receipt of same. Fees for special collections provided by the Contractor shall be negotiated between the Contractor and the County prior to collection.

MODIFICATION OF RATES

Commencing with the first anniversary of this Agreement and continuing with each subsequent anniversary, the Service Charge shall be adjusted upwards by 2.5%. During the initial term of this Agreement, the County will not accept any other CPI increases or fuel surcharges, unless there are changes in government regulations which result in significant increases in operating costs of the Contractor. Should a situation like this occur, a rate-increase discussion will be had between the County and the Contractor.

Renewals after the initial term of the agreement will be negotiated between the County and the Contractor.

TERMINATION

This Agreement between the County and Contractor can be terminated with 60 days written notice by the County based on:

1. County electing, in writing, not to exercise any of its option periods.
2. Failure of the Contractor to perform based on the Contractor’s bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the County shall have the authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
3. Failure of the Contractor to abide by any of the conditions of this Agreement.
4. Any termination of the Contractor’s services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set.
forth in this Agreement. Transition services may include but shall not be limited to the following:

1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
2. Notifying all affected service providers and subcontractors of the Service provider.

The County reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, Customer reports, trips to disposal facilities and other destinations, the content of individual load or portions of loads disposed of and the Contractor's records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the Contract. Materials disposed that are not in accordance with the terms of the Contract shall be considered a default condition.

The Parties agree that injury to the County caused by such a breach will be difficult or impossible to estimate accurately and the amount of damages set forth below for each breach are reasonable estimates of the County's probable losses. Therefore, for the purpose of computing damages under the provisions of the Contract, the County may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

1. The Contractor must physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County;
2. Liquidated damages in the amount of five thousand ($5,000) dollars for the first occurrence of improperly disposed of material;
3. For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars ($1,000) will be added to the previous amount paid (i.e., second occurrence will equal six thousand ($6,000) dollars, third occurrence will equal seven thousand ($7,000) dollars, etc.);
4. The fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
5. Failure by the Contractor to physically remove the improperly disposed of materials within twenty-four (24) hours of notification by the County shall be considered an additional occurrence and shall be treated accordingly.

Excessive Missed Collections may be considered a default condition. Accordingly, the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

1. The Contractor shall have twenty-four (24) working hours to pick up the Missed collection;
2. If the Contractor fails to meet the twenty-four (24) hour working period, liquidated damages in the amount of one hundred ($100) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
3. Starting with the eleventh (11th) occurrence where Contractor fails to cure missed pickup within twenty-four (24) hours, liquidated damages in the amount of two hundred ($200) per occurrence will be charged.

The liquidated damages set forth above are not intended to compensate the County for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages shall not preclude the County from recovering other damages which the County can document as being attributable to the above-referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

**RIGHT TO REQUIRE PERFORMANCE**

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any
breach of any provisions hereof, the same shall be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

TRANSFER AND ASSIGNMENT

No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part to third persons by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

ADMINISTRATION

The administration and enforcement of this Agreement shall be the responsibility of the County Administrator or his designated representative(s).

It shall be the responsibility of the Contractor to see that refuse service customers are provided with complete information about the service at all times.

The County Administrator shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The County Administrator or his designated agent(s) may from time to time inspect the Contractor's method of refuse collection and confer with the Contractor in order to insure the Contractor's compliance with the Agreement. The Contractor shall cooperate with the County Administrator or his representative(s) in such inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Administrator so that the County's reputation is in no way damaged by the Contractor's performance.

NO AGENCY CREATED

Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the County to any contract, warranty, or agreement, or to subject the County to any costs, liabilities, or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the County and for whom the County shall have no liability or responsibility.

CONTRACT DOCUMENTS

This Agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect.

CONTRACT AMENDMENTS

It is the intention and agreement of the parties of this Agreement that all legal provisions of law which are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted, or is not inserted in proper form, this Agreement may be amended provided that such amendment is in writing and signed by the parties hereto stating that said writing is an amendment or modification hereto. Any other attempts at modification, whether by course of conduct, oral or informally written agreement or whatever, shall not prevail.
SEVERABILITY

The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

GOVERNNING LAW

This Agreement shall be deemed to have been approved and accepted at Springfield, Effingham County, Georgia, and shall be governed by and interpreted under the laws of the State of Georgia.

INDEPENDENCE OF PARTIES TO AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

CHANGE OF LAW

The parties understand and agree that the Georgia Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law.

BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject however, to the limitations contained in this Agreement.

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement with respect to the obligations of the Contractor hereunder.

COMPLIANCE WITH LAWS

The County and the Contractor shall conduct operations under this Agreement in compliance with all applicable federal, state, and local laws.

COUNTERPARTS

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

RECITALS

The parties hereto acknowledge and agree that the “whereas” recitals set forth above are accurate, true and correct and by this reference are made a part hereof and are incorporated herein.
HEADING

The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement.

CONSTRUCTION AND MODIFICATION

This Agreement is to be construed consistent with the Official Code of Effingham County, Georgia, Chapter 66 – Solid Waste, Article III – Residential Collection and Disposal Services (hereinafter referred to as “Ordinance”). To the extent this Agreement cannot be construed consistent with the Ordinance, the Parties agree that this Agreement shall be amended to the extent necessary to comply with the Ordinance or any subsequent changes to the Ordinance.

INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
Wesley Copitt
Chairman

ATTEST: _________________________
Stephanie Johnson
Effingham County Clerk

Date: 11/07/2017

FOR THE CONTRACTOR

BY: ____________________________

Title: Vice President

Attest: _________________________

Date: 11-10-17
DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;

2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

Atlantic Waste Services, Inc. (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as 17-001 – Solid Waste Collection and Recycling Services pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November, 2017

Notary Public

My Commission Expires: 08/17, 2021
ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), [Name], [Title], [Name of Vendor], (herein after "Company"), in consideration of the privilege to perform on the Effingham County Contract titled 17-001 – Solid Waste Collection and Recycling Services hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of the contract;

B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company has been awarded.

E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

[Signature]  
11-10-17

DATE:
DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

1. Ben B. Wall Jr., as V.P.
   Name of individual

   of Atlantic Waste Services, Inc.
   Company Name

   declare under oath that the above statements, including any supplemental responses attached hereto, are true.

   Signature

   State of: Georgia       County of: Chatham

   SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10 day of November 2017

   By Ben B. Wall Jr. representing him/herself to be V.P. of the company named.

   Notary Public

   My Commission Expires: 08/17/2021
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

E-Verify 358555
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Vice President
Title of Authorized Officer or Agent of Contractor

Ben B. Wall, Jr.
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
10 DAY OF November 20 17
Notary Public

My Commission Expires: 08 17 , 20

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

E-Verify 358555

Date of E-Verify Authorization

9-10-10

Address

125 B Pine Meadow Dr

Poolesville, CA 21322

BY: Authorized Officer or Agent
(Subcontractor Name)

R. Potter

Title of Authorized Officer or Agent of Subcontractor

Vice President

Date

11-10-17

Printed Name of Authorized Officer or Agent

Ben B Wall, Jr

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November 2017

Ashley Bashlor

Notary Public

My Commission Expires: 08/17/2021

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
Contract: 17-001 – Solid Waste Collection and Recycling Services

Fleet Listing

Contractor: **Atlantic Waste Services, Inc.**

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31
**Item XI. 7.**

**ACORD Certificate of Liability Insurance**

**This Certificate is Issued as a Matter of Information Only and Confers No Rights Upon the Certificate Holder. This Certificate Does Not Affirmatively or Negatively Amend, Extend or Alter the Coverage Afforded by the Policies Below. This Certificate of Insurance Does Not Constitute a Contract Between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.**

**Important:** If the certificate holder is an Additional Insured, the policy(ies) must have Additional Insured provisions or be endorsed. If Subrogation is Waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

**Producer:**

USI Insurance Svc CL Savannah
7 E Congress Street, Suite 1002
Savannah, GA 31401

**Insured:**

Atlantic Waste Services, Inc.
125 B Pine Meadow Road
Pooler, GA 31322

**Contact:**

Jacquelyn Tucker
912 436-0720
jacquelyn.tucker@usi.com

**Insurer(s) Affording Coverage:**

- **A**: Great American Assurance Company
  - NAIC #: 26344
- **B**: Rockhill Insurance Company
  - NAIC #: 25053
- **C**: Hamilton Specialty Insurance Company
  - NAIC #: 13551
- **D**: Great American Insurance Company of NY
  - NAIC #: 22136

**Coverages**

**Certificate Number:**

**Revision Number:**

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

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**Description of Operations / Locations / Vehicles:**

Blanket Waiver of Subrogation applies on General Liability policy. Blanket Additional Insured applies on General Liability, Excess Liability and Auto Liability policies. General Liability coverage is primary and non-contributory.

**Certificate Holder:**

Effingham County
601 North Laurel St.
Springfield, GA 31329

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative: [Signature]

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AMENDMENT NO. 1

TO

SOLID WASTE COLLECTION AND RECYCLING SERVICE AGREEMENT (17-001).

This Amendment to Solid Waste Collection and Recycling Service Agreement (hereinafter referred to as this "Amendment") is made and entered into effective May 6, 2018 (the "Effective Date") between the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and ATLANTIC WASTE SERVICES INC. (hereinafter referred to as the "Contractor"), a Georgia corporation maintaining an office located in Pooler, Georgia.

RECITALS

A. The County and Contractor entered into that certain Solid Waste Collection and Recycling Service Agreement in November 2017 (hereinafter referred to as the "Agreement"), pursuant to which Contractor agreed to provide waste management and recycling services to the County.

B. The parties desire to enter into this Amendment to add services to the Agreement as more fully set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties, the County and Contractor agree as follows:

1. Additional Service and fees. Effective May 6, 2018, Contractor agrees to assume responsibility for the collection of non-hazardous wastes (specifically Waste Water Treatment Plant Sludge) from the Waste Water Treatment Plant located at 805 Lowground Way, Guyton, GA 31312 and the disposal of this waste to the Superior Landfill. Contractor will provide a monthly invoice to County directly, in arrears of the services provided. Hauls will be invoiced at a rate of $180 per haul and an additional $44 per ton for disposal of the waste water sludge.

2. Continuing Effect. Except as expressly amended and modified by the terms of this Amendment, all terms and provisions of the Agreement shall remain in full force and effect between the parties during the term of the Agreement. If there is any conflict between this Amendment or the Agreement, this Amendment shall govern.

3. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

4. Amendments and Modifications. The parties agree that any future amendments or modifications to this Amendment shall be in writing and executed by both parties.

5. Execution of Counterparts. This Amendment may be executed in any number of counterparts each of which shall be deemed an original.
6. **Authority.** Each of the parties represents that the person signing this Amendment on behalf of the party has been authorized to do so by specific action of that party in accordance with applicable law and procedures.

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

**BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**

**BY:**

Wesley Corbitt  
Chairman

**ATTEST:**

Stephanie Johnson  
Effingham County Clerk

Date: **05/01/2018**

**FOR THE CONTRACTOR**

**BY:**

**Title:** President

Attest:  
Date: **05/01/2018**
Staff Report

Subject: Approval of Rescue Monitoring and Commercial Fire Monitoring Agreements for Administration Building

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: September 7, 2021

Item Description: Approval of Rescue Monitoring and Commercial Fire Monitoring Agreements for Administration Building with Southeastern System Technologies

Summary Recommendation: Staff recommends approval of the Rescue Monitoring and Commercial Fire Monitoring Agreements for the Administration Building with Southeastern System Technologies

Executive Summary/Background:

- The fire alarm dials out to the monitoring company which dictates if it an emergency. If non-emergency the monitoring company calls Fred Ryan, Facilities Maintenance Director, to investigate the problem and have it repaired. If it is an emergency, it calls the 911 center and has the fire trucks respond.
- The area of refuge is for someone that is unable to exit the building (wheelchair, etc.) or is trapped, they can communicate with the fire dept. to give details of their location.
- Southeastern System Technologies currently monitors the Springfield Library and Judicial Complex.
- The Area of Rescue Agreement is $360.00 annually and the Commercial Fire Monitoring Agreement is $541.00 annually.
- These agreements are for one (1) year terms and shall renew automatically for successive terms.

Alternatives for Commission to Consider

1. Approval of the Area of Rescue Monitoring Agreement for $360.00 annually and the Commercial Fire Monitoring Agreement for $541.00 annually for the Administration Building with Southeastern System Technologies
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Facilities Maintenance, Purchasing

Funding Source: Facilities Maintenance Budget

Attachments:

1. Area of Rescue Monitoring Agreement
2. Commercial Fire Monitoring Agreement
Central Station Monitoring Agreement

Date: ____________________________

Site: ____________________________ Bill To: ____________________________

Contact: __________________________ Phone: ____________________________ Email: ____________________________

Central Station Monitoring {Area of Rescue} $ 360.00 per year

TOTAL: $ 360.00 per year

Payment of our invoice constitutes acceptance of the following Terms and Conditions:

1. Your City or County may require registration of alarm accounts. If so, this fee will be added separately.

2. This agreement is for central station monitoring only, in which central station monitors signals and responds appropriately. We are not responsible for failure in landline, cable, cellular and internet paths. All communication may be recorded. We make no guaranty that the services will prevent or avert loss or damage. This agreement does not include installation, programming, connection, repairs, parts, labor, testing, etc. Inspection and testing should be done routinely to ensure the system is working properly. Southeastern will be glad to provide these services at our prevailing rates.

3. Account information changes and cancellation must be received through one of the following:
   i. verbal with passcode verification
   ii. in writing with passcode verification, via letter or email (follow-up by phone if no passcode in writing)
   iii. in writing without passcode on company letterhead if a commercial account
   iv. verbal without passcode if name, site, phone #, and 80% of call list names & their numbers are known.

   Account information includes adding, changing and removing contact names and numbers, account password, response requirements, etc. Please allow twenty-four (24) hours upon receipt for changes to be made, during business days. When changes require a site visit or remote programming, services will be scheduled and billed at our prevailing service rates. Please remember to keep your account information current.

4. Unless noted, this agreement is initially for one (1) year and shall renew automatically for successive terms at our prevailing rates and under the terms and conditions in effect at the time of renewal. This agreement may be cancelled any time after the initial period, with a (30) day notice.

5. Four (4) activations are allowed for runaway transmissions within a twenty-four (24) hour period. Excess activations will be billed at $.60 each. The charge is applied where the fault lies with equipment or human negligence, which is determined to be outside of Southeastern’s control.

6. Monitoring is based on annual billing with Net Due in thirty (30) days. An additional charge of $5.00 per billing will apply for monthly, quarterly or semi-annual billing. Finance charges will apply for late payment.

7. Southeastern System Technologies’ liability is limited to the replacement of any defective part or parts supplied by Southeastern and the repair of any defective work performed by Southeastern. This warranty applies for a period of one (1) year after acceptance of Southeastern’s work. Such correction shall constitute the fulfillment of all of Southeastern’s warranties hereunder. Southeastern System Technologies expressly disclaims any liability for special, liquidated, incidental or consequential damages.

8. It is agreed by and between the parties hereto; that the Contractor is not an insurer; that the amounts payable to the Contractor hereunder are based solely on the value of the services provided for herein; that from the nature of the services to be rendered, it is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from a failure on the part of the Contractor to perform any of its obligations hereunder, that in case of the failure of the Contractor to perform any of its obligations hereunder, and a resulting loss to the Subscriber, the Contractor’s liability hereunder shall be limited to and fixed at the sum equal to ten percent of the annual service charge, or $250.00 whichever is greater, and that the provisions of this paragraph shall apply if loss or damage; irrespective, or negligence, active or otherwise, of the Contractor, its agents or employees, this amount to be received as liquidated damages and not as a penalty and this liability shall be exclusive.

By signing below, I accept the above written quotation:

All accounts are set-up for annual billing unless specified. (See Condition # 6 above)
I choose _____ monthly, _____ quarterly, _____ semi-annual, _____ annual billing.

Accepted By: ____________________________ Date: ________________

Print Name & Title: ____________________________________________
Rev 5/21/2019
Central Station Monitoring Agreement

Date: ____________________

Site: ____________________  Bill To: ____________________

Contact: ____________________  Phone: ____________________  Email: ____________________

Central Station Monitoring (Commercial Fire Cellular)  $ 541.00 per year

TOTAL: $ 541.00 per year

Payment of our invoice constitutes acceptance of the following Terms and Conditions:

1. Your City or County may require registration of alarm accounts. If so, this fee will be added separately.
2. This agreement is for central station monitoring only, in which central station monitors signals and responds appropriately. We are not responsible for failure in landline, cable, cellular and internet paths. All communication may be recorded. We make no guaranty that the services will prevent or avert loss or damage. This agreement does not include installation, programming, connection, repairs, parts, labor, testing, etc. Inspection and testing should be done routinely to ensure the system is working properly. Southeastern will be glad to provide these services at our prevailing rates.
3. Account information changes and cancellation must be received through one of the following:
   i. verbal with passcode verification
   ii. in writing with passcode verification, via letter or email (follow-up by phone if no passcode in writing)
   iii. in writing without passcode on company letterhead if a commercial account
   iv. verbal without passcode if name, site, phone #, and 80% of call list names & their numbers are known. Account information includes adding, changing and removing contact names and numbers, account password, response requirements, etc. Please allow twenty-four (24) hours upon receipt for changes to be made, during business days. When changes require a site visit or remote programming, services will be scheduled and billed at our prevailing service rates. Please remember to keep your account information current.
4. Unless noted, this agreement is initially for one (1) year and shall renew automatically for successive terms at our prevailing rates and under the terms and conditions in effect at the time of renewal. This agreement may be cancelled any time after the initial period, with a (30) day notice.
5. Four (4) activations are allowed for runaway transmissions within a twenty-four (24) hour period. Excess activations will be billed at $60 each. The charge is applied where the fault lies with equipment or human negligence, which is determined to be outside of Southeastern’s control.
6. Monitoring is based on annual billing with Net Due in thirty (30) days. An additional charge of $5.00 per billing will apply for monthly, quarterly or semi-annual billing. Finance charges will apply for late payment.
7. Southeastern System Technologies’ liability is limited to the replacement of any defective part or parts supplied by Southeastern and the repair of any defective work performed by Southeastern. This warranty applies for a period of one (1) year after acceptance of Southeastern’s work. Such correction shall constitute the fulfillment of all of Southeastern’s warranties hereunder. Southeastern System Technologies expressly disclaims any liability for special, liquidated, incidental or consequential damages.
8. It is agreed by and between the parties hereto; that the Contractor is not an insurer; that the amounts payable to the Contractor hereunder are based solely on the value of the services provided for herein; that from the nature of the services to be rendered, it is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from a failure on the part of the Contractor to perform any of its obligations hereunder, that in case of the failure of the Contractor to perform any of its obligations hereunder, and a resulting loss to the Subscriber, the Contractor’s liability hereunder shall be limited to and fixed at the sum equal to ten percent of the annual service charge, or $250.00 whichever is greater, and that the provisions of this paragraph shall apply if loss or damage; irrespective, or negligence, active or otherwise, of the Contractor, its agents or employees, this amount to be received as liquidated damages and not as a penalty and this liability shall be exclusive.

By signing below, I accept the above written quotation:

All accounts are set-up for annual billing unless specified. (See Condition # 6 above)
I choose _____ monthly, _____ quarterly, _____ semi-annual, _____ annual billing.

Accepted By: ____________________  Date: ________________

Print Name & Title: ____________________

Rev 5/21/2019
Staff Report
Subject: Approval of the list for the Lease of Vehicles from Enterprise Fleet
Author: Alison Bruton, Purchasing Agent
Department: 
Meeting Date: September 7, 2021
Item Description: Approval of the list of vehicles to lease through Enterprise Fleet

Summary Recommendation: Staff is requesting approval of a list of vehicles to lease through the Enterprise Fleet program. The Contracts for the Enterprise Fleet program were approved at the March 16, 2021 Board of Commissioners meeting.

Executive Summary/Background:
• Included in this order are vehicles listed as follows:
  o One (1) 2021 Chevrolet Silverado 2500HD – Facilities Maintenance 
  o Four (4) 2022 Chevrolet Express 3500 Passenger Vans - Prison
• The 2021 Silverado will have a service body and replace the 1994 Ford F-350 for Facilities Maintenance, and the four (4) 2022 Express 3500 Vans will replace the current Prison vans below:
  o 2000 Ford E-250
  o 2014 Chevrolet Express 2500
  o 2009 Ford E-350 Super Duty
  o 2006 Ford E-350 Super Duty

Alternatives for Commission to Consider
  1. Approval of the list of vehicles to be leased through the Enterprise Fleet Program
  2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, Finance
Funding Source: Funding will fall under the departmental budgets of which the vehicles are being assigned.
Attachments:
  1. 2021 Chevrolet Silverado Lease Quote
  2. 2022 Chevrolet Express 3500 Lease Quote
### Open-End (Equity) Lease Rate Quote

**Quote No:** 5838213

**Prepared For:** Effingham County Board of Commissioners

**Date:** 08/19/2021

**Callanan, Tim**

**Unit #**

**Year** 2021  **Make** Chevrolet  **Model** Silverado 2500HD  
**Series** Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB

---

<table>
<thead>
<tr>
<th>Vehicle Order Type</th>
<th>In-Stock</th>
<th>Term</th>
<th>State</th>
<th>Customer#</th>
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</thead>
<tbody>
<tr>
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<td>In-Stock</td>
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<tbody>
<tr>
<td>1</td>
<td>Capitalized Price of Vehicle</td>
<td>$41,003.04</td>
</tr>
<tr>
<td>2</td>
<td>License and Certain Other Charges</td>
<td>$2,083.49</td>
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<tr>
<td>3</td>
<td>Initial License Fee</td>
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<td>4</td>
<td>Registration Fee</td>
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<td>5</td>
<td>Other: Courtesy Delivery Fee</td>
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<tr>
<td>6</td>
<td>Capitalized Price Reduction</td>
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<td>7</td>
<td>Tax on Capitalized Price Reduction</td>
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<td>8</td>
<td>Gain Applied From Prior Unit</td>
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<td>9</td>
<td>Tax on Gain On Prior</td>
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<td>10</td>
<td>Security Deposit</td>
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<td>11</td>
<td>Tax on Incentive</td>
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<table>
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<tr>
<td>12</td>
<td>Total Capitalized Amount (Delivered Price)</td>
<td>$41,003.04</td>
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<td>13</td>
<td>Depreciation Reserve</td>
<td>$553.54</td>
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<td>14</td>
<td>Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)</td>
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<td>15</td>
<td>Total Monthly Rental Excluding Additional Services</td>
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<th>Additional Fleet Management</th>
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<td>Commercial Automobile Liability Enrollment</td>
<td>Comp/Coll Deductible</td>
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<td>Physical Damage Management</td>
<td>OverMileage Charge</td>
<td>$0.0450 Per Mile</td>
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<td>Full Maintenance Program</td>
<td>Incl: # Brake Sets (1 set = 1 Axle)</td>
<td># Tires</td>
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<td>3</td>
<td>60,000</td>
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<table>
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<td>$41.53</td>
<td>Additional Services SubTotal</td>
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<table>
<thead>
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<td>19</td>
<td>Total Monthly Rental Including Additional Services</td>
<td>$718.82</td>
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<td>20</td>
<td>Reduced Book Value at 60 Months</td>
<td>$7,790.64</td>
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<td>21</td>
<td>Service Charge Due at Lease Termination</td>
<td>$400.00</td>
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**Notes**

Quote based on estimated annual mileage of 12,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

Lessee Effingham County Board of Commissioners

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

---

1. Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2. Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3. The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.
### Aftermarket Equipment Total

<table>
<thead>
<tr>
<th>Description</th>
<th>(B)illed or (C)apped</th>
<th>Price</th>
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<tr>
<td>Service/Utility</td>
<td>C</td>
<td>$8,500.00</td>
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<td>Total Aftermarket Equipment Billed</td>
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<td>$0.00</td>
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<tr>
<td>Total Aftermarket Equipment Capitalized</td>
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<td>$8,500.00</td>
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<tr>
<td>Aftermarket Equipment Total</td>
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<td>$8,500.00</td>
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VEHICLE INFORMATION:

2021 Chevrolet Silverado 2500HD Work Truck 4x2 Regular Cab 8 ft. box 141.6 in. WB - US
Series ID: CC20903

Pricing Summary:

<table>
<thead>
<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
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<tr>
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<td>$33,393.8</td>
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<td>Total Options</td>
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<td>Destination Charge</td>
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<td><strong>Total Price</strong></td>
<td><strong>$35,177.98</strong></td>
<td><strong>$37,093.00</strong></td>
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SELECTED COLOR:

Exterior: GAZ / GRIL-(0 P) Summit White / Black Front Grille
Interior: H2G-(0 I) Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
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<th>MSRP</th>
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<tr>
<td>1WT</td>
<td>Preferred Equipment Group 1WT</td>
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<td>5N5</td>
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<td>9L3</td>
<td>Delete Spare Tire &amp; Wheel</td>
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<td>9L7</td>
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<td>ACCESS</td>
<td>Chevrolet Connected Access Capable</td>
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<td>Front 40/20/40 Split-Bench Seat w/Storage</td>
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<td>Power Door Locks</td>
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<td>Bluetooth For Phone</td>
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<td>Electric Rear-Window Defogger</td>
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<td>DBG</td>
<td>Heated Vertical Trailering Mirrors</td>
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<tr>
<td>GAZ</td>
<td>(0 P) Summit White</td>
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<td>GRIL</td>
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<tr>
<td>GT4</td>
<td>3.73 Rear Axle Ratio</td>
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<td>(0 I) Jet Black w/Vinyl Seat Trim</td>
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<td>IOR</td>
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<td>JL1</td>
<td>Integrated Trailer Brake Controller</td>
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<tr>
<td>KW7</td>
<td>170 Amp Alternator</td>
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<tr>
<td>L8T</td>
<td>Engine: 6.6L Gas V8 w/Direct Injection &amp; VVT</td>
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<td>MCAP</td>
<td>Black Mirror Caps</td>
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<td>MYD</td>
<td>Transmission: HD 6-Speed Automatic</td>
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<tr>
<td>CODE</td>
<td>DESCRIPTION</td>
<td>INVOICE</td>
<td>MSRP</td>
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<td>-------</td>
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<tr>
<td>N33</td>
<td>Manual Tilt-Wheel Steering Column</td>
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<tr>
<td>NE1</td>
<td>CT/DE/ME/MA/NJ/NY/OR/PA/RI/VT/WA Emission Reqs</td>
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<td>PCV</td>
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<td>NA</td>
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<td>PYN</td>
<td>Wheels: 17&quot; Silver Painted Steel</td>
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<td>QHO</td>
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<td>SFW</td>
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<td>U95</td>
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<td>UDC</td>
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<td>Chrome Front Bumper</td>
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<tr>
<td>ZY1</td>
<td>Solid Paint</td>
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</table>
CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 2
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Mirror Type: manual extendable trailer mirrors
- Door Handles: black
- Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
- Front Tow Hooks: 2 front tow hooks
- Body Material: galvanized steel/aluminum body material
- : trailering with brake controller
- Fender Flares: black fender flares
- Grille: black grille
- Uplfitter Switches: upfitter switches

Convenience Features:
- Air Conditioning: manual air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Auto Locking: auto-locking doors
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Window FOB Controls: remote window controls
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Front Cupholder: front cupholder
- Overhead Console: mini overhead console
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:
- radio: SiriusXM AM/FM/Satellite-prep with seek-scan
- Speakers: 2 speakers
- Internet Access: 4G LTE Wi-Fi Hotspot capable internet access
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type: delay-off aero-composite halogen headlamps
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
- Voltmeter: voltmeter
- Compass: compass
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:
  ABS four-wheel ABS brakes
  Number of ABS Channels: 4 ABS channels
  Brake Assistance: brake assist
  Brake Type: DuraLife four-wheel disc brakes
  Vented Disc Brakes: front and rear ventilated disc brakes
  Daytime Running Lights: daytime running lights
  Driver Front Impact Airbag: driver and passenger front-impact airbags
  Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
  Overhead Airbag: curtain 1st row overhead airbag
  Occupancy Sensor: front passenger airbag occupancy sensor
  Seatbelt Pretensioners: front seatbelt pre-tensioners
  Side Impact Bars: side-impact bars
  Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
  Ignition Disable: immobilizer
  Panic Alarm: panic alarm
  Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
  Traction Control: ABS and driveline traction control
  Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:
  Seating Capacity: max. seating capacity of 3
  Front Bucket Seats: front split-bench 40-20-40 seats
  Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
  Reclining Driver Seat: manual reclining driver and passenger seats
  Driver Fore/Aft: manual driver and passenger fore/aft adjustment
  Front Centre Armrest Storage: front centre armrest with storage
  Leather Upholstery: vinyl front seat upholstery
  Headliner Material: full cloth headliner
  Floor Covering: full vinyl/rubber floor covering
  Cabback Insulator: cabbback insulator
  Shift Knob Trim: urethane shift knob

Standard Engine:
  Engine: 401-hp, 6.6-liter V-8 (regular gas)

Standard Transmission:
  Transmission: 6-speed automatic w/ OD and auto-manual
**Open-End (Equity) Lease Proposal**

**Prepared For:** Effingham County Board of Commissioners (505556)

**Prepared For:** Callanan, Tim

---

<table>
<thead>
<tr>
<th>Driver Information</th>
<th>Base Lease Payment</th>
<th>Initial Charges Billed upon Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quote</td>
<td>Driver</td>
<td>ST</td>
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<tr>
<td>-------------------</td>
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</tr>
<tr>
<td>5833606</td>
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<td>5833609</td>
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<td>GA</td>
</tr>
</tbody>
</table>

**Total Monthly Payment for 4 vehicles:** $2,397.44  
**Total Initial Charges for 4 vehicles:** $9,265.04

---

<sup>1</sup>Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

<sup>2</sup>See the following pages for details of Full Maintenance Service

<sup>3</sup>Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

<sup>4</sup>Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicles on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicles. Lessee certifies that it intends that more than 50% of the use of the vehicles is to be in a trade or business of the Lessee.

Lessee: Effingham County Board of Commissioners

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Printed On 08/23/2021 11:47:54 AM
Open-End (Equity) Lease Proposal

Prepared For: Effingham County Board of Commissioners (505556)
Prepared For: Callanan, Tim

Capitalized Amount Calculations

<table>
<thead>
<tr>
<th>Quote</th>
<th>Capitalized Prices/ Billed on Delivery</th>
<th>Manufacturer Invoice Price</th>
<th>Manufacturer Invoice Price</th>
<th>Adjustment</th>
<th>Capitalized Price of Vehicle</th>
<th>Certain Other Charges</th>
<th>Certain Other Charges on CPR</th>
<th>Certain Other Charges on GOP</th>
<th>Capitalized Price Reduction</th>
<th>Gain Applied from Prior Unit</th>
<th>Tax on Incentives</th>
<th>Aftermarket Equipment</th>
<th>Courtesy Delivery / Dealer Prep Fee</th>
<th>Delivery Charge</th>
<th>Other Costs</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>583606</td>
<td>Capitalized Price $37,502.99 ($4,200.00)</td>
<td>$60.00</td>
<td>$33,362.99</td>
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<td>$0.00</td>
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<td></td>
<td>Billed on Delivery</td>
<td>$2,077.26</td>
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<td>$0.00</td>
<td>$2,000.00</td>
<td>$33,362.99</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

1Capitalized price of vehicles may be adjusted to reflect final manufacturer’s invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the ‘Equity Lease Proposal Summary’ page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.
### Open-End (Equity) Lease Proposal

**Prepared For:** Effingham County Board of Commissioners (505556)

**Prepared For:** Callanan, Tim

**Date:** 08/23/2021

**Proposal #:** P268117

**Quantity:** 4

---

### Driver Information

<table>
<thead>
<tr>
<th>Quote</th>
<th>Driver Information</th>
<th>Commercial Automobile Liability Enrollment</th>
<th>Physical Damage Management</th>
<th>Full Maintenance Program¹</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Liability Limit</td>
<td>Comprehensive Deductible</td>
<td>Collision Deductible</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Term</td>
<td>Total Contract Miles</td>
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<td>Overmileage Charge</td>
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<td></td>
<td></td>
<td></td>
<td>Brake Sets</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Tires</td>
</tr>
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</table>

**2022 Chevrolet Express 3500 LS Rear-Wheel Drive Passenger Van - US** Summit White / Medium Pewter w/Custom Vinyl Seat Trim

<table>
<thead>
<tr>
<th>Quote</th>
<th>Driver Information</th>
<th>Commercial Automobile Liability Enrollment</th>
<th>Physical Damage Management</th>
<th>Full Maintenance Program¹</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Liability Limit</td>
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</tbody>
</table>

1. The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.
**VEHICLE INFORMATION:**

2022 Chevrolet Express 3500 LS Rear-Wheel Drive Passenger Van - US
Series ID: CG33406

**Pricing Summary:**

<table>
<thead>
<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle</td>
<td>$ 35,865.60</td>
<td>$ 38,400.00</td>
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<tr>
<td>Total Options</td>
<td>$ 342.39</td>
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<tr>
<td>Destination Charge</td>
<td>$ 1,295.00</td>
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<tr>
<td><strong>Total Price</strong></td>
<td><strong>$ 37,502.99</strong></td>
<td><strong>$ 40,071.25</strong></td>
</tr>
</tbody>
</table>

**SELECTED COLOR:**

- Exterior: GAZ - Summit White
- Interior: 93W - Medium Pewter w/Custom Vinyl Seat Trim

**SELECTED OPTIONS:**

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>INVOICE</th>
<th>MSRP</th>
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<td>1LS</td>
<td>Preferred Equipment Group 1LS</td>
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<tr>
<td>93W_01</td>
<td>Medium Pewter w/Custom Vinyl Seat Trim</td>
<td>NC</td>
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</tr>
<tr>
<td>AR7</td>
<td>Front Reclining High-Back Bucket Seats</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>ATG</td>
<td>Remote Keyless Entry</td>
<td>$ 159.25</td>
<td>$ 175.00</td>
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<tr>
<td>C6Y</td>
<td>GVWR: 9,600 lbs (4,354 kgs)</td>
<td>STD</td>
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<tr>
<td>FE9</td>
<td>Federal Emissions Requirements</td>
<td>NC</td>
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<tr>
<td>GAZ_01</td>
<td>Summit White</td>
<td>NC</td>
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<tr>
<td>GU6</td>
<td>3.42 Rear Axle Ratio</td>
<td>STD</td>
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<tr>
<td>LV1</td>
<td>Engine: 4.3L V6 DI VVT</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>M5U</td>
<td>Transmission: Electronic 8-Speed Automatic w/OD</td>
<td>STD</td>
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<tr>
<td>NP5</td>
<td>Leather-Wrapped Steering Wheel</td>
<td>$ 168.35</td>
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<tr>
<td>QB5</td>
<td>Wheels: 16&quot; x 6.5&quot; Steel (4)</td>
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<tr>
<td>R9Y</td>
<td>Fleet Free Maintenance Credit</td>
<td>$ -30.71</td>
<td>$ -33.75</td>
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<tr>
<td>U0F</td>
<td>Radio: AM/FM Stereo w/MP3 Player</td>
<td>STD</td>
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<tr>
<td>UPF</td>
<td>Bluetooth For Phone</td>
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<td>UTJ</td>
<td>Theft Alarm Notification</td>
<td>Included</td>
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<td>W1Y</td>
<td>Steering Wheel Mounted Audio Controls</td>
<td>Included</td>
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<tr>
<td>WARANT</td>
<td>Fleet Customer Powertrain Limited Warranty</td>
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<td>XLP</td>
<td>Tires: Front LT245/75R16E AS BW</td>
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<tr>
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<tr>
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<td>Tire: Spare LT245/75R16 AS BW</td>
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<td>ZX5</td>
<td>12-Passenger Seating (2-3-3-4 Seating Config)</td>
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<td>ZY1</td>
<td>Solid Paint</td>
<td>STD</td>
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<tr>
<td>~W</td>
<td>Custom Vinyl Seat Trim</td>
<td>STD</td>
<td>STD</td>
</tr>
</tbody>
</table>
CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 3
- Rear Cargo Door Type: split swing-out
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers
- Rear Step Bumper: rear step bumper
- Front License Plate Bracket: front license plate bracket
- Body Material: fully galvanized steel body material
- Grille: black grille

Convenience Features:
- Air Conditioning: manual air conditioning
- Rear Air Conditioning: rear air conditioning with separate controls
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: manual vented rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Auto Locking: auto-locking doors
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
- Front Cupholder: front cupholder
- Other Console: other console with storage
- Driver Door Bin: driver and passenger door bins
- Dashboard Storage: dashboard storage
- IP Storage: bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets
- AC Power Outlet: 1 120V AC power outlet

Entertainment Features:
- Radio: AM/FM stereo with seek-scan
- Audio Theft Deterrent: TheftLock audio theft deterrent
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 2 speakers
- Internet Access: Wi-Fi Hotspot capable internet access
- TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type: delay-off aero-composite halogen headlamps
- Underhood Light: underhood light
- Front Wipers: variable intermittent wipers
- Front Windshield Visor Strip: front windshield visor strip
- Rear Window: vented rear windshield
- Tinted Windows: deep-tinted windows
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
- Voltmeter: voltmeter
- Compass: compass
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:
Seating Capacity max. seating capacity of 12
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear bench seat
3rd Row Seat Type: removable third row bench seat
Reclining 4th Row Seat: 50-50 bench fourth row seat
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leather/metal-look steering wheel
Cargo Space Trim: vinyl/rubber cargo space
Cargo Light: cargo light

Standard Engine:
Engine 276-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:
Transmission 8-speed automatic w/ OD and auto-manual
Staff Report

Subject: Award of Contract 22-001 for a Planning Consultant
Author: Alison Bruton, Purchasing Agent
Department: Development Services
Meeting Date: September 7, 2021
Item Description: Award of Contract 22-001 for a Planning Consultant to S & ME, Inc.

Summary Recommendation: Staff recommends approval to award contract 22-001 for a Planning Consultant for Development Services Code Revisions.

Executive Summary/Background:
- July 23, 2021 an RFP was published for a Planning Consultant for Development Services Code Revisions in the Effingham Herald, Savannah Morning News (paper), County Website (136 contacted), GaDOAS website (4630 contacted), GLGA website, SCAPA website, shared on LinkedIn (474 views), and multiple vendors were reached out to directly by staff.
- The purpose of this RFP was to find a qualified consultant to assist Development Services with Code Revisions which includes but isn’t limited to a Comprehensive Plan amendment (update the Future Land Use Map, Character Areas Map), and the Zoning Ordinance, Subdivision Regulations, and Engineering Design Standards Update. Vendors were asked to provide a total not-to-exceed cost for this project.
- One bid was received for this RFP by S & ME, Inc. as follows:
  - Total not-to-exceed cost: $172,440.00
    - Phase I: Comprehensive Plan - $96,300
    - Phase II: Regulatory Code Updates - $52,160
    - Phase III: Staff Report and Ordinance Prep - $15,820
    - Travel/Reimbursables: $8,160
- This proposal has been reviewed by Asst. County Manager Eric Larson and Teresa Concannon. The contract has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Award of Contract 22-001 to S & Me, Inc. in the not-to-exceed amount of $172,440.00 for the Planning Consultant for Development Services Code Revisions
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Development Services, Purchasing, Finance
Funding Source: Development Services Operating Budget
Attachments: Services Agreement with S & Me, Inc. with Attachment A
Contract No. 22-001 – Professional Services – Planning Consultant for Development Services Code Revisions

Services Contract

Between

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

and

S & ME, Inc.
3201 Spring Forest Road
Raleigh, NC 27616

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 S & ME, 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 company as specified in RFP 22-001 - PROFESSIONAL SERVICES - PLANNING CONSULTANT FOR DEVELOPMENT SERVICES CODE REVISIONS; 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 22-001 - PROFESSIONAL SERVICES - PLANNING CONSULTANT FOR DEVELOPMENT SERVICES CODE REVISIONS and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract is not to exceed the amount of $172,440.00:
- Phase I: Comprehensive Plan - $96,300
- Phase II: Regulatory Code Updates - $52,160
- Phase III: Staff Report and Ordinance Prep - $15,820
- Travel/Reimbursables: $8,160

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.
The 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.
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.
The Contractor’s obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of 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 Sarah Sinatra Gould, S & ME, Inc., 3201 Spring Forest Road, Raleigh, NC, 27616. 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 project completion 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 ____________________, 2021.

S & ME, INC.

_______________________________
Signature

_______________________________
Title

Witness - Signature                     Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

_______________________________
WESLEY CORBITT, CHAIRMAN

Attest:

_______________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 22-001

COMMISSION APPROVAL DATE:
FEE PROPOSAL
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## FEE PROPOSAL

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<th>Planner</th>
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Staff Report

Subject: Final Plat Approval (2nd District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2021
Item Description: D.R. Horton requests approval of the final plat for Park West, ph 5D

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

Executive Summary/Background:
- D.R. Horton’s contractors have built roads, and water, sewer, and stormwater infrastructure for phase 5D. In order to sell the 44 lots of phase 5D for home construction, the final plat must be approved, and the roads, and water, sewer, and stormwater infrastructure accepted by the Board of Commissioners.
- Sidewalks will be constructed in ph 5D. Ownership is assigned to the HOA (on final plat). In the deed, maintenance responsibility is explicitly excluded from infrastructure to be conveyed to the county.
- EOM reviewed the plat, and inspected the right of way, and all public utilities located within the right of way of phase 5D, and recommend approval, with the condition that the flood study to update flood hazard areas and base flood elevations is submitted when approved by FEMA.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- The county engineer reviewed the bond recommendation, and approved the bond for $58,592.54, which is 10% of the total cost of water, sewer, drainage, and paving in phase 5D.
- The County Attorney reviewed and approved the warranty deed.

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

Recommended Alternative:
Alternative 1 Other Alternatives: N/A

Department Review: Development Services; EOM; County Attorney.
Funding Source: No new funding requested.

Attachments:
1. Final Plat for Park West, Ph 5D
2. Final Plat Submittal Form & Checklist
3. Warranty Deed for infrastructure
4. Bond
5. EOM recommendation
STATE OF GEORGIA  
COUNTY OF EFINGHAM  

WARRANTY DEED  

THIS INDENTURE, made this ___ day of __________, 2021, between D. R. HORTON, INC., a Delaware corporation, as Party of the First Part, hereinafter referred to as Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party of the Second Part, hereinafter referred to as Grantee (the words “Grantor” and “Grantee” to include their respective, successors and assigns where the context requires or permits).  

WITNESSETH:  

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

All those certain lots, tracts or parcels of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, and being shown and designated as the streets and rights of way known as Caribbean Village Drive and Tobago Circle on that certain plat of Park West Subdivision, Phase 5D, prepared by Matthew D. Jones, G.R.L.S. #3338, dated January 25, 2021, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book ____, Page ____., said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed.  It is the intention of the Grantor to convey to the Grantee all of its interest in the aforesaid street or rights of way for public access.  

TOGETHER WITH the water and sanitary sewer systems and drainage improvements located within said rights-of-way and public easements, all located within Park West Subdivision, Phase 5D, as shown on the aforementioned plat which are incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, sidewalks, 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 5D, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

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

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

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

D. R. HORTON, INC.
a Delaware corporation

By: ______________________ (SEAL)
Print Name: Jacob Okelo
Its: Assistant Secretary

Attest: By: ______________________ (SEAL)
Print Name: Jean Marie Hoove
Its: Assistant Secretary

[corporate seal]

Signed, sealed and delivered in the presence of:

Witness

Notary Public
ACCEPTED AND AGREED TO THIS ____ DAY OF _______________, 2021.

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
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That D.R. Horton, Inc. ________________________, as Principal, hereinafter called Contractor, and Harco National 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 Fifty Eight Thousand Five Hundred Ninety Two 58,592.54 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 5D - road, water, sewer and drainage ___________________________ 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 there from, 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 19th day of August, 2021

In the presence of:

[Signature]

D.R. Horton, Inc.
Principal

By: [Signature]
Title

Harco National Insurance Company
Surety

By: [Signature]
James I. Moore, Attorney-in-Fact
POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # 0606489
Principal D.R. Horton, Inc.
Obligeef Effingham County Board of Commissioners

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

James I. Moore

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th of December, 2016

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents
on this 19th day of August, 2021

STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 19th day of August, 2021 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley
a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19th day of August, 2021

Irene Martin, Assistant Secretary
State of Illinois  
}  
} ss.
County of DuPage  
}

On August 19, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James L. Moore known to me to be Attorney-in-Fact of Harco National 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, 2025

Sinem Nava, Notary Public

Commission No. 859777
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

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

Name of Subdivision: Park West - Phase 5D
Name of Applicant/Agent: Michael Hughes, PE Phone: 912-234-5300
Company Name: Thomas & Hutton
Address: 50 Park of Commerce Way, Savannah, GA 31405

Owner of Record*: D.R. Horton, Inc. - Jared O'Sako Phone: 843-473-5200
Address: 30 Silver Lake Road, Bluffton, SC 29909

Engineer*: Michael Hughes, PE Phone: 912-234-5300
Address: 50 Park of Commerce Way, Savannah, GA 31405

Surveyor*: Matthew Jones Phone: 912-234-5300
Address: 50 Park of Commerce Way, Savannah, GA 31405

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

Total acreage subdivided: 9.63 Zoning: PUD Number of Lots: 44

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 __15__ day of __July__, 2021 ___________ (Applicant)

Notary

Owner

Page 1 of 3
147
EFFINGHAM COUNTY
FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: ____________________________ Project Number: ____________________________

Date Received: __________ Date Reviewed: __________ Reviewed by: ____________________________

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

Office Use | Applicant Use
---|---

**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.
<p>| | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>✓</td>
<td>20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on Attachment for Digital Submissions.</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>22. Certificate of Approval – To be signed by County Commission chair.</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.</td>
<td></td>
</tr>
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</table>

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

This 15 day of July, 2021

Elizabeth W. Rose

Notary

Applicant

Owner
August 24, 2021
CC: Liberto Chacon, P.E
Eric Larson, P.E

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

Re: Park West 5D Final Plat

Dear Ms. Concannon,

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

1. An approval of FEMA study should be submitted.

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

Sincerely,

Srikar Velagapudi
Civil Engineer
EOM Operations
Staff Report

Subject: Final Plat Approval (First District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2020
Item Description: Randy Hadden requests approval of a final plat for a major subdivision on Hwy 80.

MAP# 354 PARCEL# 21

Summary Recommendation:
Staff has reviewed the final plat and recommends approval.

Executive Summary/Background:
- A 4.86-acre portion of the parent parcel was rezoned to AR-2 on June 15, 2021, and has been subdivided and sold.
- The remaining 102.67-acre parcel is zoned AR-1, and is to be subdivided into three parcels. A subdivision of four or more parcels in a twelve-month period is a major subdivision. Therefore, plat approval by the Board of Commissioners is required.
- One lot has frontage on Hwy 80, and two lots have frontage on George Road, an existing, county-maintained surface treated road, with 30' ROW.
- The subdivision will not require the creation of any public improvements, and will not adversely affect adjoining property.
- All lots will be served by well and septic.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning and plats approved previously.

Alternatives for Commission to Consider
1 - Approve the final plat for the Hadden subdivision.
2 – Take no action.

Recommended Alternative: Alternative 1
Other Alternatives: N/A

Department Review: Development Services

Funding Source: No new funding requested.

Attachments:
1. Revised Final Plat for the Hadden subdivision.
2. Final Plat Submittal Form & Checklist.
Item XI. 12.
Name of Subdivision: Hadden / Near / Hilderbrandt
Name of Applicant/Agent: S. Randy Hadden  Phone: 912-658-5773
Company Name:  sndhadden@gmail.com
Address: 9967 Hwy 23  North Walter, Ga 30439
Owner of Record*:  Same  Phone: 
Address: 
Engineer*:  
Phone:  
Address:  
Surveyor*:  Keith P. Pickle  Phone: 912-237-3700
Address:  Glennville, Ga

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

Total acreage subdivided: 19.20.67  Zoning:  AR-1  Number of Lots: 3
Date of sketch plan approval: N/A  Date of preliminary plan approval: N/A
Map#/Parcel# to be subdivided: 354-2
List all contiguous holdings in the same ownership:

Map#/Parcel#: 354-2

Water supply:  Well
Sewer supply:  Septic

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 ____________________ 20__.

Applicant:  
Owner:  
Notary:  

Page 1 of 3  10/01/2020
The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

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<td>N/A 13. Location of all existing easements or other existing features.</td>
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<td>N/A 14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.</td>
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<td>✔ 15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.</td>
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<td></td>
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<tr>
<td>N/A 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.</td>
<td></td>
</tr>
<tr>
<td>N/A 18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).</td>
<td></td>
</tr>
<tr>
<td>N/A 19. Location of city limits and county lines, if applicable.</td>
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20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).

21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS

22. Certificate of Approval – To be signed by County Commission chair.


25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).

26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.

27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.

28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.

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

This 18th day of August, 2021

Applicant

Owner

[Signature]

Notary
Staff Report

Subject: Final Plat Approval (2nd District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2021
Item Description: MM-SAG, Inc., requests approval of the final plat for Blandford Crossing ph 2.

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

Executive Summary/Background:
- MM-SAG, Inc., contractors have built infrastructure for phase 2. In order to sell the 50 lots of phase 2 for home construction, the final plat must be approved, and the infrastructure accepted by the Board of Commissioners.
- Sidewalks will be constructed in ph 2. Ownership is assigned to the HOA (on final plat). In the deed, sidewalk maintenance responsibility is explicitly excluded from infrastructure to be conveyed to the county.
- Phase 1 roads are owned and maintained by Greenland Developers, Inc. The phase 2 final plat submittal includes an easement agreement between MM-SAG, Inc., Greenland Developers, Inc., and Effingham County, which provides a non-exclusive easement in and to the necessary roads leading to phase 2.
- EOM inspected the right of way, and all public utilities located within the right of way of phase 2, and recommend approval.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- The county engineer reviewed the bond recommendation, and approved the bond for $86,879.30, which is 10% of the total cost of infrastructure in phase 2.
- The County Attorney reviewed and approved the warranty deed and easement agreement as to form.

Alternatives for Commission to Consider
1 - Approve the final plat for Blandford Crossing ph 2, and accept the easement agreement and the infrastructure identified in the warranty deed.
2 – Take no action

Recommended Alternative:
Alternative 1 Other Alternatives: N/A

Department Review: Development Services; EOM; County Attorney.
Funding Source: No new funding requested.
Attachments:
1. Final Plat for Blandford Crossing ph 2.
2. Final Plat Submittal Form & Checklist
3. EOM recommendation
4. Easement agreement
5. Warranty Deed
6. Letter of Credit
STATE OF GEORGIA  

 ) 

 COUNTY OF EFFINGHAM  

 ) 

WARRANTY DEED

THIS INDENTURE made this ___ day of ________________, 2021, by and between MM-SAG, INC., a Georgia 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 heirs, successors and assigns where the context requires or permits).

WITNESSETH:

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

All those certain 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 Blandford Crossing and Big Cypress Court on that certain plat of Blandford Crossing Subdivision, prepared by William M. Glisson, R.L.S. #3316, dated June 11, 2021, and recorded 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 Blandford Crossing Subdivision, 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 Blandford Crossing Subdivision, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

SUBJECT TO ANY AND ALL RIGHTS OF GRANTOR TO THAT CERTAIN EASEMENT described as follows:

A 50 foot easement extending from Blandford (Blue Jay) Road, an Effingham County Public right of way, to the property line of the hereindescribed property over, through and across the established 50 foot right of ways known as Blandford Crossing and Blandford Way shown o on the plat of Blandford Crossing Subdivision, Phase 1, made by Adolph N. Michelis, RLS, of Southeast Engineering and Environmental, dated August 25, 2008, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slide 25A-1, Slide 25B-1, Slide 25C-1 and Slide 25D-1, said easement being for ingress and egress to the Phase 2, Blandford Crossing Subdivision, described herein, and for purposes of extending utility lines of any nature from and to Phase 2, Blandford Crossing Subdivision, described herein, from points in Phase 1, Blandford Crossing Subdivision, as shown on that certain plat made by Adolph N. Michelis, RLS, of Southeast Engineering and Environmental, dated August 25, 2008, recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slide 25A-1, 25B-1 and 25C-1; and 25D-1, which is specifically incorporated herein for any and all purposes, Grantee to be responsible for any and all damages incurred to the roads structure located within Phase 1 arising out of the extension of any and all utilities.

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.

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

MM-SAG, INC., a Georgia corporation
By: __________________________ (SEAL)
   William Mark Glisson
   Its: CEO

By: __________________________ (SEAL)

Signed, sealed and delivered this 20 day of August, 2021 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 this _____
day of ____________, 2021 in the presence of:

Witness

Notary Public
BANK OF NEWINGTON

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

Letter of Credit #6341

Re: Blandford Crossing, Phase II; MM-Sag, Inc.

We hereby establish our Irrevocable Letter of Credit #6341 in the aggregate amount of $86,879.30. This Letter of Credit is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

Available upon presentation of your written request or drafts drawn on us payable at sight for any sum of money not to exceed $86,879.30 when accompanied by the following documents:

Original of the Irrevocable Letter of Credit; and

A letter signed by an Official of Effingham County stating that all required improvements and installations have not been maintained.

All drafts hereunder must bear the legend "Drawn under Letter of Credit #6341, dated September 7, 2021".

This Letter of Credit shall be for a term of 12 months commencing on September 7, 2021 and shall be automatically renewed unless provided with written notification from the bank no less than 60 days prior to the end of the current term of the Letter of Credit.

This credit is subject, as far as applicable to "The Uniform Customs and Practice for Documentary Credit, 1993 Revision, The International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, the laws of the State of Georgia.

We hereby agree with you and all persons negotiating such drafts, that all drafts drawn and negotiated in compliance with the terms of this letter will be duly honored upon presentment and delivery of the documents specified above to our office:

Bank of Newington; 224 Walton St; Newington, GA 30446; Contact: H.E. Sheppard, Jr, Chairman; 912-857-4466

Further, we agree that all fees associated with this Letter of Credit shall not be the responsibility of Effingham County.

Sincerely,

H.E. Sheppard, Jr, Chairman-Bank of Newington
Aug 17 2021

CC: Liberto Chacon, P.E
    Eric Larson, P.E

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

Re: Blandford Crossing ph. 2, Effingham County.

Dear Ms. Concannon,

The developer of Blandford Crossing, phase 2, has requested that the Effingham County accept roads, water, sanitary and storm sewer systems, located within the Right-of-Way, and the Final Plat for recording.
Erosion issues were found on the inspection performed by EOM (refer letter by Srikar to Chad of John Kern company, dated April 07 2021). For the current site visit, the same issues were discovered. However, EOM is conditionally accepting this site based on the following condition:

A caveat shall be included in the transfer deed letter by the developer or by any other instrument under which either HOA or individual plots owners, are responsible for any soil erosions, and they should remedy the problems at their earliest.

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

Sincerely,

[Signature]

Kirti S Joshi, PE
Civil Engineer
EOM Operations
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

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

Name of Subdivision_ Blandford Crossing Phase II ___________________
Name of Applicant/Agent_ Mark Blisson ___________________ Phone_ ______________
Company Name_ MM 546 Inc __________________ Address_ PO Box #104 Claxton GA 30417
Owner of Record* MM 546 Inc __________________ Phone_ 912-282-7052
Address_ PO Box #104 Claxton GA 30417
Engineer* Chad Ziffroser __________________ Phone_ 912-354-8400
Address_ P.O. Box 67 Mall Ct Savannah GA 31406
Surveyor* William Mark Blisson __________________ Phone_ 912-886-5283
Address_ 371 Tucker Rd Claxton GA 30417

*Information may be left blank if it is the same as indicated on the sketch plan submittal form
Total acreage subdivided_ 25.37 __________________ Zoning_ R-60 __________________ Number of Lots_ 50
Date of sketch plan approval________________________ Date of preliminary plan approval________________________
Map#/Parcel# to be subdivided________________________ List all contiguous holdings in the same ownership:
Map#/Parcel# 0414003 __________________________________________________________________________
Water supply_ Effingham County ___________________________ Sewer supply_ Effingham County
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 August, 2020
Applicant __________________________ Owner __________________________
Notary ____________________________

Page 1 of 3 10/01/2020
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

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

Name of Subdivision: Blandford Crossing Phase II
Name of Applicant/Agent: Mark Blisson
Company Name: MM-SAG Inc.
Address: PO Box #104, Claxton GA 30417

Owner of Record: MM-SAG Inc.
Address: PO Box #104, Claxton GA 30417

Engineer: Chad Zittrouer
Address: 7 Mall of Savannah, GA 31406

Surveyor: William Mark Blisson
Address: 377 Tinchoe Rd, Claxton GA 30417

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

Total acreage subdivided: 25.37
Zoning: R-6
Number of Lots: 50

Date of sketch plan approval: ____________________ Date of preliminary plan approval: ____________________

Map#Parcel# to be subdivided: 04/40013
List all contiguous holdings in the same ownership:

Map#Parcel# 04/40013

Water supply: Effingham County
Sewer supply: Effingham County

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 August, 2020
Notary

[Signature]
[Seal]

10/01/2020

Page 1 of 3
OFFICIAL USE ONLY

Subdivision Name: ___________________________ Project Number: __________________
Date Received: ______________ Date Reviewed: ______________ Reviewered by: ______________

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

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

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

This _19th_ day of _August_, 2021.

Applicant

Owner
STATE OF GEORGIA

COUNTY OF EFFINGHAM

EASEMENT AGREEMENT

This agreement entered this ___ day of August, 2021, between Greenland Developers, Inc, a Georgia corporation, and MM-SAG, INC., a Georgia corporation, and the Effingham County Board of Commissioners.

WITNESS:

WHEREAS, Greenland Developers, Inc is the owner of certain roads and rights of way located in Phase 1 of Blandford Crossing subdivision, said roads and rights of way shown and more particularly described on that certain plat made by Adolph Micheli of Southeast Engineering and Environmental, entitled “SUBDIVISION PLAT OF BLANDFORD CROSSING”, dated August 25, 2008, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Cabinet D, Slides 25 A-1, B-1, C-1, and D-1; and
WHEREAS, MM-SAG, INC is the owner of Phase 2 of Blandford Crossing Subdivision, as more particularly described on that certain deed, dated June 16, 2020, from Greenland Developers, Inc. to MM-SAG, INC, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 2259, page 851, said deed including the conveyance of an easement to MM-SAG, LLC from GREENLAND DEVELOPERS, INC. over Blandford Way and Blandford Crossing, roadways located within Phase 1 from Blue Jay Road, a public roadway; and

WHEREAS, MM-SAG, INC. is desirous of dedicating the roads in Phase 2 of Blandford Crossing, said Phase 2 being owned by MM-SAG, INC., said roads being shown on that certain plat made by William M. Glisson of Glisson Land Surveying, dated July 30, 2021, entitled “SURVEY OF PHASE II LOTS 68 – 117 OF THE BLANDFORD CROSSING SUBDIVISION LOCATED IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA,” a copy being attached hereto as Exhibit A, said roads being further described on a deed from MM-SAG, INC. to Effingham County Board of Commissioners as Exhibit B; and

WHEREAS, the Effingham County Board of Commissioners has determined the need for written agreement between Effingham County Board of Commissioners, Greenland Developers, Inc. and MM-SAG, INC. pertaining to the transfer of non-exclusive rights in and to the easement as described on the June 16, 2020, deed to MM-SAG, INC. so that ownership of non-exclusive easement in and to the necessary roads leading to Phase 2 of Blandford Crossing is vested in the Effingham County Board of Commissioners.

NOW THEREFORE, in consideration of $1.00 and other good and valuable consideration, the sufficiency of which is acknowledged by all Parties hereto, the Parties agree as follows, to it:
1. Greenland Developers, Inc. and MM-SAG, INC. do hereby agree to the transfer and convey to the Effingham County Board of Commissioners an easement from the public road known as Blue Jay Road, over and across the 50 foot rights of way of Blandford Crossing and Blandford Way located in Phase 1 of Blandford Crossing Subdivision, Rincon, Georgia, as shown and more particularly described on that certain plat entitled SUBDIVISION PLAT OF BLANDFORD CROSSING, made by Adolph Michelis of Southeast Engineering and Environmental, dated August 25, 2008, and recorded in Plat Cabinet D, Slides 25 A-I, B-I, C-I, and D-I.

2. Said Easement is granted for the benefit of the Effingham County Board of Commissioners, the lot owners of Phase 2 of Blandford Subdivision, and for the general public for the purpose of non-exclusive ingress and egress, location of utility, sewer and water lines to benefit Phase 2 of Blandford Crossing Subdivision and all lots as shown on the attached plat of Phase 2 Blandford Crossing Subdivision, made by William M. Glisson of Glisson Land Surveying, entitled “SURVEY OF PHASE II LOTS 68 – 117 OF THE BLANDFORD CROSSING SUBDIVISION LOCATED IN THE 9TH G.M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA,” dated July 30, 2021, attached hereto as Exhibit A said plat being specifically incorporated herein for all purposes.

3. Said Easement granted herein is located within the boundaries of the rights of way of Blandford Crossing and Blandford Way, rights of way privately held by Greenland Developers, Inc. more particularly shown and described on that certain plat by Southeast Engineering and Environmental, dated August 25, 2008, entitled SUBDIVISION PLAT OF BLANDFORD CROSSING, all as shown on said plat as recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slide
25 A-1, B-1, C-1, and D-1, said plat being specifically incorporated herein for any and all purposes;

4. Said Easement is further granted by Greenland Developers, Inc. and MM-SAG, INC. for the purposes of ingress and egress to Phase 2 by the owners of such Phase 2, Effingham County, and for the general public use, the purpose of maintenance and/or repair of the roads and infrastructure in Phase 2 of Blandford Crossing and is granted to provide for access to the roads of Blandford Crossing Subdivision from a public road, in furtherance of that certain right of way deed from MM-SAG, INC. to the Effingham County Board of Commissioners conveying the roads in Phase 2 to the Effingham County Board of Commissioners, said deed being attached hereto as Exhibit B and specifically incorporated herein.

5. This agreement shall not grant any further rights of any nature in or to the roads and rights of located in Phase 1 presently owned by Greenland Developers, Inc. and nothing herein shall in any manner restrict or otherwise impact any determination and/or act by Greenland Developers, Inc., at a later date, in the pursuit of dedication of the roads in Phase 1 to the Board of Commissioners of Effingham County, Georgia pursuant to later agreement between Greenland Developers, Inc. and the Commissioners of Effingham County, Georgia or the determination of the Greenland Developers, Inc. to keep said roads private.

So agreed by the Parties hereto, their successors and assigns, by and through their duly authorized representatives, on the date as evidenced hereon.
Signed this 20th day of August, 2021, in the presence of:

Cassie Sikes
WITNESS

Cassie Sikes
NOTARY PUBLIC

Commission Expires: 8-8-25

(Affix Notary Seal)

MM-SAG, INC.

By: ____________________________
W. Mark Glissom, sole member
and sole managing member

Greenland Developers, Inc.

By: ____________________________
Wilson H. Burns, CEO/President
Duly Authorized

Signed this 20th day of August, 2021, in the presence of:

Cassie Sikes
WITNESS

Cassie Sikes
NOTARY PUBLIC

Commission Expires: 8-8-25

(Affix Notary Seal)
Effingham County Board of Commissioners

By: ________________
Wesley C. Corbitt, Chairman
Attest: ________________
Stephanie Johnson, Clerk

Signed this __ day of ________, 2021, in the presence of:

______________________________
WITNESS

______________________________
NOTARY PUBLIC

Commission Expires: ________________

(Affix Notary Seal)
Staff Report

Subject: Rezoning (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2021

Item Description: Greg Coleman as Agent for Cowan Investments, LLC requests to rezone 71.24 acres from R-1 to I-1 Heavy Industrial, for the development of industrial warehouses. Located on Old Augusta Road.

Map# 476 Parcel# 4B & 4D

Summary Recommendation: Staff have reviewed the application, and recommend approval of the request to rezone 71.24 acres from R-1 to I-1 for the development of industrial warehouses.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The parcels were part of a larger combination of parcels rezoned to R-1 and reviewed as a DRI (#1211) in 2007. Residential development plans have been reviewed, but land clearing permits have never been issued.
- The scale of the warehouse development exceeds the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project (DRI # 3397) warranted regional review; requested comments from neighboring jurisdictions and relevant organizations and state agencies; and completed a report of findings.
- The project is consistent with the Regional Future Development Map, which shows the project site area as: Developed - Areas demonstrating urban development patterns and also illustrate the areas where water and sewer services are being provided.
- The project site is in a mixed use area, according to the Future Land Use map.
- Old Augusta Road is a county truck route, which can accommodate the proposed truck traffic.
- At the August 23 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 71.24 acres from R-1 to I-1 for the development of industrial warehouses, with the following conditions:

  1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
  2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
  3. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
  4. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
  5. Applicant must submit a sketch plan for review.

- Peter Smith seconded the motion. The motion carried unanimously.

Alternatives

1 – Approve the request to rezone 71.24 acres from R-1 to I-1 Heavy Industrial, with the following conditions:

  1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
3. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
4. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
5. Applicant must submit a sketch plan for review.

2 – Deny the request to rezone 71.24 acres from R-1 to I-1 Heavy Industrial.

Recommended Alternative: 1  Other Alternatives: N/A
Department Review: Development Services  Funding Source: N/A
2. Ownership Certificate/Authorization  5. Aerial Photograph
3. Deed  6. DRI report
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent_________________________ Date __________________

Applicant email address____________________ Phone # __________________

Property owner(s)_________________________email____________________

Telephone Number (_____) ____________________

Mailing Address_______________________________

Property location_______________________________

Present zoning_______________________________

Proposed zoning_______________________________

Present land-use_______________________________

Proposed land-use_______________________________

Tax Map #__________________ Parcel #__________________ Lot #__________

Total Acres__________________ Acres to be rezoned__________________

Lot characteristics_______________________________

Water___X___Public__________Private Sewer___X___Public__________Private

Proposed access_______________________________

Justification_______________________________

List the zoning of the other property in the vicinity of the property you wish to rezone:

North______________________________ South______________________________

East______________________________ West______________________________

AR-1, AR-2 & I-1

Item XI. 14.
1. Describe the current use of the property you wish to rezone.

   The current use is vacant.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

   The zoning changes in the area are to industrial uses and therefore our proposed use is well positioned for the area. A residential use would not suit a heavily traveled truck route.

3. Describe the use that you propose to make of the land after rezoning.

   Two warehouses Approximately 734,000 Sq. Ft. with associated employee and truck parking, and storm water management facilities.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?  Property to the north, owned by GDOT, to be held in conservation. Property to the east, owned by GDOT, to be held in conservation. Property to South, across Abercorn Rd. large tract residential. Properties to the west, mix of residential and Industrial zoning, all vacant.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

   The zoning changes in the area are to accommodate industrial growth and uses. We are proposing a use consistent with the growth patterns in the area.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

   The existing transportation corridor is heavily used by truck traffic (Old Augusta Rd.) and therefore will not burden the current transportation route. The industrial warehouse will not require increased use on the water and sewer systems already in place (as the current residential zoning would increase) and there will be no increase to the school system already in place.
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/21/2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2691, page 796-799.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature
Print

Owner's signature
Print

Owner's signature
Print

Sworn and subscribed before me this 21st day of June, 2021.

Tracie T. McIntyre
Notary Public, State of Georgia

Tracie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023
AUTHORIZATION OF PROPERTY OWNER

I, Brad Cowan, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states, That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Greg Coleman
Date: 06/23/21

Address: 1480 Chatham Parkway, Suite 100

City: Savannah, State: GA Zip Code: 31405

Telephone Number: 912-200-3041 Email: gcoleman@ccisav.com

Signature of Owner Owners Name (Print)

Personally appeared before me (Owner print)
Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

This Day 21st of June 2021

(Notary Seal)

Notary Public

4

ATTACHMENT C

EFFINGHAM COUNTY SITE PLAN REQUIREMENTS

All rezoning submissions shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements.

A. Dimensions of the property involved
B. Location and dimensions of existing and/or proposed structures with the type of usage designated
C. Access drives
D. Setbacks
E. Easements
F. Rights-of-way
G. Proposed or existing water, sewer and drainage facilities
H. Buffers
I. Off-street parking
J. Watercourses, lakes or swamps acres
K. Loading areas, signage and outdoor lighting (in case of commercial and industrial development)
L. Recreational areas (in case of residential development)
M. Proposed number of dwelling units and net acres available for building (in case of residential development).
LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is executed as of May 19, 2021, by ACCOMMODATION COMPANY X, LLC, a Georgia limited liability company, whose address is P.O. Box 15887, Tallahassee, Florida 32315 (hereinafter called the “Grantor”), in favor of Cowan Investments LLC, a Georgia limited liability company, whose address is 1208 Wilmington Island Road, Savannah, Georgia 31410 (hereinafter called the “Grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situated in Chatham County, Fulton (the “Property”), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances thereto belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Property unto the Grantee and the Grantee’s heirs or successors and assigns, forever.

AND, Grantor does hereby does hereby bind the Grantor and the Grantor’s heirs or successors, to warrant and forever defend all and singular the said premises unto the Grantee and the Grantee's heirs or successors and assigns, against the Grantor and those claiming by, through or under Grantor, but not otherwise.

This conveyance is made subject to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference (the “Permitted Exceptions”).
IN WITNESS WHEREOF, Grantor has caused these presents to be executed under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: 8/21/14

GRANTOR:

ACCOMMODATION COMPANY X, LLC,
a Georgia limited liability company

By: Westchester South Investments, LLC, As Sole Member

By: __________________________ (SEAL)
Name: A. Richard Yates
Title: Manager

[NOTARY SEAL]
Exhibit A

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Tract 5 on a plat entitled “A Subdivision Plat of Old Augusta Road Development of a 779.61 Acre Portion of the Abercorn Creek Tract” prepared by EMC Engineering Services, Inc. for Del-A-RAE, INC. dated September 3, 2004, recorded in Plat Cabinet C58, Slide F-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract contains 33.26 acres, more or less. Said Tract was conveyed to Accommodation Company X, LLC by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk’s Office. Said deed and map are incorporated herein by reference.

Old Augusta Road
Tax PIN 04760004E00

AND ALSO:

All those certain lots, tracts or parcels of land situate, lying and being in Effingham County, Georgia, known as Tracts 1 and 3 upon a plat entitled “A Recombination Plat of Tracts 2, 3, 4 & 6 Old Augusta Road” prepared by EMC Engineering Services, Inc. for RMDC, Inc. dated April 15, 2015, recorded in Plat Cabinet D153, Slide D-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract 1 contains 68.75 acres, more or less and said Tract 3 contains 1.36 acres, more or less. Said Tracts were conveyed to Accommodation Company X, LLC by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk’s Office. Said deed and plat are incorporated herein by reference.

Old Augusta Road

Tract 1 Tax PIN 04760004D00
Tract 3 Tax PIN 04760004B00
Exhibit B

Permitted Exceptions

1) Taxes for the year 2021 and subsequent years, and any additional taxes for the current year or any prior years as a result of any re-assessment or re-billing of taxes, which are not yet due or payable.

2) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 398, Effingham County, Georgia records.

3) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 401, Effingham County, Georgia records.

4) 30' Easement to Dixie Plywood Company contained in that certain Deed from Union Camp Corporation, a Virginia corporation dated February 25, 1969 recorded in Deed Book 147, Page 306, Effingham County, Georgia records.

5) Right of Way Easement dated December 19, 1980 recorded in Deed Book 198, Page 146, Effingham County, Georgia records.
Mary Igou
418 Wrigley Field Drive
Guyton, Georgia
(31312)

1 August 2021

Zoning Board
601 North Laurel Street
Springfield, Georgia
31329

To Whom It may Concern:

I am writing this letter in regard to a letter I received dated July 6, 2021. It is my understanding the meeting was not held due to all information not being collected. First of all I would like to see this request denied. However if it is approved I would like to request a 300 Foot buffer On Abercorn. I know this was done on Chimney road and would like to request the same honor. I have owned this property next to this for a number of years. My Father left me this property upon his death. Many of you may remember him (Billy Exley). So you can understand why this is so important to me. I plan to one day relocate to this property and need some privacy form this development. I know all of you want to see Effingham County remain this beautiful place it is today. We need to do all we can to make it a family friendly place to live. I thank you for your time and consideration.

Sincerely,

Mary Nell Exley Igou
DEVELOPMENT OF REGIONAL IMPACT REPORT

Prepared for
Effingham County, Georgia
DRI #3397
Cowan Property
August 12, 2021

Prepared by:
Coastal Regional Commission
1181 Coastal Dr. SW
Darien, GA
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1. APPLICATION INFORMATION

1.1 Jurisdiction
Effingham County, Georgia
DRI # 3397
Cowan Property

1.2 Applicant
Cowan Investments, LLC
500A Morgan Industrial Blvd., Savannah, GA 31407
912-313-4653
brad@scmllc.net

2. PROJECT DESCRIPTION

2.1 Summary
The DRI is two wholesale & distribution warehouses totaling 734,000 SF and assorted associated truck parking and truck dock access. The project will be located at the NE Corner of Old Augusta Rd & Abercorn Rd. The actions being requested are a rezoning and a variance. The project is expected to be complete by January 2023.

The estimated value at build-out will be $38,000,000, and will generate $140,000 in annual local tax revenue.

3. PARCEL DATA

3.1 Size of Property
Site area: 71.24 ac; Upland area: +/- 52.17 ac.

3.2 General Location
The site is located in Effingham County, at the NE Corner of Old Augusta Rd & Abercorn Rd.

According to the United States Census Bureau, the 2019 population of Effingham County was estimated to be 64,296.
4. LAND USE INFORMATION

4.1 Site Map
The site plan for use of the property is attached.

4.2 Built Features
The site is currently vacant.

4.3 Future Development Map Designation (Character Area)
According to the Effingham County Future Land Use Map from their Comprehensive Plan, the project site is currently located in an area designated as Mixed Use. According to the plan, "this category is applied at the discretion of the community. If used, mixed land categories must be clearly defined, including the types of land uses allowed, the percentage distribution among the mix of uses (or other objective measure of the combination), and the allowable density of the use."

4.4 Zoning District
According to Effingham County, the property is currently zoned R-1 Single-Family Residential. The proposed zoning is I-1 Heavy Industrial.

5. CONSISTENCY AND COMPATIBILITY ANALYSIS

5.1 Consistency with the Comprehensive Plan
The Effingham County Comprehensive Plan was adopted in 2019. The Future Land Use Map designates the DRI property for Mixed Use.
6. CONSISTENCY WITH REGIONAL PLAN OF COASTAL GEORGIA

6.1 Regional Development Map and Defining Narrative

The Regional Development Map illustrates the desired future land use patterns from the regions' Areas Requiring Special Attention and the regions' Projected Development Patterns using the following categories:

- a. Conservation
- b. Rural
- c. Developed
- d. Developing

The Regional Future Development Map illustrates the area as Developed. This category is defined as "Areas demonstrating urban development patterns and also illustrate the areas where water and sewer services are being provided."

6.2 Guiding Principles of the Regional Plan

Guiding Principles identify those overarching values which are to be utilized and evaluated for all decisions within the region. This section provides the analysis of the consistency between the proposed DRI and the Guiding Principles in the Regional Plan.

6.3 Guiding Principles for Water and Wastewater

Seven guiding principles are identified in the Regional Plan for water and wastewater:

1. Require the use of green building strategies to minimize water demand.
2. Promote the use of a standardized protocol to forecast water needs to meet reasonable future water needs throughout region.
3. Promote use of purple pipe and grey water techniques and use of surface water in addition to groundwater where appropriate.
4. Promote water conservation through use of a tiered rate system.
5. Promote the use of the best available technology, dependent on soil type, for wastewater treatment.
6. Large areas of Coastal Georgia are beyond the reach of urban wastewater infrastructure, or centralized wastewater treatment facilities. To ensure sustainable communities, require proper siting, design, construction, use, and maintenance of decentralized wastewater treatment, or ISTS (Individual Sewage Treatment Systems).
7. Pursue regional coordination in provision of water and wastewater facilities.

6.4 Guiding Principles for Stormwater Management

Five guiding principles are identified in the Regional Plan for Stormwater Management:


1. Encourage development practices and sittings that do not significantly impact wetlands and habitat areas or allow for the preservation and conservation of wetlands and habitat areas through appropriate land use practices.

2. Promote the use of coast-specific quality growth principles and programs, such as the Green Growth Guidelines, Earthcraft Coastal Communities and the Coastal Supplement to the Georgia Stormwater Management Manual, to guide site planning and development.

3. Minimize impervious coverage wherever possible. The level of impervious cover in a development, rather than population density, is the best predictor of whether development will affect the quality of water resource.

4. Develop stormwater programs across the region.

5. Pursue State-level funding for regional water quality monitoring activities due to the statewide importance of coastal waters and estuaries.

6.5 Guiding Principles for Transportation

Seven guiding principles are identified in the Regional Plan for Transportation:

1. Provide the forum and the support to coordinate regional multi-modal transportation, including rail, airports, and public transportation, and also the planning and development of street connectivity and transit-oriented developments.

2. Promote the establishment of regional transportation compact(s) to provide a forum for local governments and MPO’s to communicate and discuss transportation issues and decisions in the Coastal Region. These compacts do not replace the existing federal and State processes mandated in law, but provide a forum to communicate issues, ideas and discussions.

3. Promote coordination among agencies and jurisdictions in development of a region-wide, multi-modal transportation network, including transit, where applicable.

4. Encourage the coordination of transportation network improvements and land use planning.

5. Promote coordinated public infrastructure and school location planning with land use planning.

6. Maintain a human scale environment with context sensitive design practices.

7. Work to establish dedicated revenue source(s) for transportation improvements.

6.6 Guiding Principles for Historic and Cultural Resources

Eleven guiding principles are identified in the Regional Plan for Historic and Cultural Resources:

1. Encourage local governments to examine proposed development areas prior to development approval and require mitigation to significant resources.
2. Encourage development practices and sitings that do not significantly impact cultural and historical areas.
3. Maintain viewsheds of significant cultural and historic assets.
4. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
5. Designate culturally and/or archaeological and/or historically significant resource management areas for potential acquisition and/or protection.
6. Educate residents and visitors regarding the statewide importance of this region’s cultural and historic resources.
7. Encourage utilization and cooperation of museums, universities, foundations, non-government organizations, professional associations, and private firms to advise and monitor management.
8. Promote the establishment of partnerships for the development and utilization of incentives to restore, remediate or reuse cultural resources as appropriate.
9. Compile the traditional lore and knowledge of local people and integrate their understandings and practices into planning and development.
10. Encourage coordination among agencies and jurisdictions in developing and funding heritage conservation land uses and ensuring public access to publicly held and supported conservation areas.
11. Promote designation of Main Street and Better Home Town Communities.

6.7 Guiding Principles for Natural Resources

Twenty guiding principles are identified in the Regional Plan for Natural Resources:

1. Promote the protection, restoration, enhancement and management of natural resources.
2. Continue the traditional use of land and water (such as farming, forestry, fishing, etc.) as feasible, provided that any significant impacts on resources can be prevented or effectively mitigated.
3. Protect and enhance Coastal Georgia’s water resources, including surface water, groundwater, and wetlands and ground water recharge areas.
4. Protect and enhance water quality, quantity and flow regimes.
5. Commit to investing in the protection of natural resources before any restoration and/or remediation is needed.
6. Encourage the restoration and protection of wetlands to provide flooding, storm and habitat protection.
7. Maintain viewsheds of significant natural resources.
8. Enhance access to natural resources for recreation, public education, and tourist attractions as appropriate within the protection mission.
9. Encourage utilization of universities, foundations, and non-government organizations to advise, monitor, and enhance management.
10. Promote the establishment of partnerships and funding mechanisms for the development and utilization of incentives to restore, rehabilitate, protect or reuse natural resources as appropriate.
11. Encourage development practices and sitings that do not significantly impact environmentally sensitive areas.
12. Promote low impact design practices that protect natural resources.
13. Promote to local governments a program of monitoring installation and impacts of individual and community docks along the coast.
14. Promote the monitoring of cumulative impacts of waterfront development along the coast.
15. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
16. Encourage the development and use of a method to place a value on ecosystem services.
17. Promote the identification of innovative funding sources and development of ecosystem services markets (e.g. carbon, storm buffers, traditional land and water uses).
18. Promote the Adopt-a-Wetland program in areas that can be used as reference sites and that are within projected development areas.
19. Encourage coordination among agencies and jurisdictions in developing and funding conservation land uses and ensuring public access to publicly held and supported conservation areas.
20. Encourage coordination among agencies in studying the impacts of climate change and sea level rising.

6.8 Guiding Principles for Regional Growth Management

Twenty-three guiding principles are identified in the Regional Plan for Growth Management:

1. Encourage development that enhances the desired character of each of the region’s cities and towns.
2. Avoid establishment of new land uses which may be incompatible with existing adjacent land uses.
3. Protect our military installations from land use changes that jeopardize their mission through creation or implementation of Joint Land Use Studies (JLUS).
4. Promote growth in those areas that can be efficiently served by infrastructure, such as water, wastewater and transportation.
5. Encourage infill development as an alternative to expansion.
6. Focus new development in compact nodes that can be served by public or community infrastructure providers.
7. Maintain and enhance the scenic character of our rural highways and county roads.
8. Encourage clustered developments, particularly in areas that are suitable and proposed for development, that maximize open spaces, protect natural, cultural and historic resources, preserve wildlife habitat, and include green, low impact development strategies.
9. Encourage local governments to allow green, low impact developments as an alternative to traditional development standards and develop incentives encouraging their use.
10. Limit development in sensitive areas located near marshes and waterways, to low impact development that maintains our coastal character, while recognizing and protecting the sensitive environment.
11. Strongly encourage that new developments have minimal impacts on vital wetlands, coastal hammocks, marshes, and waterways.
12. Discourage lot-by-lot water and wastewater treatment systems for multiple lot developments.
13. Promote green building techniques to maximize energy efficiency and water conservation and minimize post construction impacts on the environment.
14. Encourage the development of a “transfer of development rights” (TDR) program.
15. Encourage development and compliance with minimum uniform land use and development standards for all local governments to adopt within the region.
16. Encourage coordination among agencies and jurisdictions in land use planning, regulation, review and permitting.
17. Promote affordable housing options.
18. Encourage the placement of new schools near existing infrastructure.
19. Partner with state, federal, non-governmental organizations and local governments to provide guidance on critical natural areas, land conservation efforts, and land use practices within each jurisdiction. Provide assistance in all outreach efforts forthcoming from this initiative.
20. Pursue opportunities for continuing education as it relates to regional issues.
21. Encourage enactment of impact fees to defray costs of new development.
22. Consider planning and/or managing a catastrophic event.
23. Promote reduction, reuse and recycle practices.

6.9 Guiding Principles on Business and Industry

Fourteen guiding principles are identified in the Regional Plan for Business and Industry.

1. Promote strategic distributions of business and industry across the region consistent with natural, cultural, historic and industrial resource strategies and encourage partnerships and collaboration between economic development agencies.
2. Investigate ways to share costs and benefits across jurisdictional lines for both regional marketing and project support.
3. Incorporate community plans for the strategic use of land for manufacturing, distribution, etc., while recognizing and respecting natural resources and the unique differences between communities.
4. Coordinate with the Georgia Ports Authority (GPA) to identify their needs and identify mechanisms for the economic development industry
to strengthen the GPA and its presence in logistics, distribution, and workforce development.

5. Leverage and incorporate the region’s military installations (Fort Stewart Army Base, Hunter Army Airfield and Kings Bay Naval Base) and the Federal Law Enforcement Training Center to recruit economic development projects.

6. Incorporate Herty Advanced Materials Development Center’s experience and position as a development center for the commercialization of materials and create incentives to retain a portion of pilot plant opportunities as new Georgia industries and to assist development authorities in increasing recruitment win rates.

7. Promote the historic nature, natural beauty and successful past and present performance of Coastal Georgia as a location site for film and clean high-tech industry and as a recruitment tool for opportunities.

8. Incorporate the Center of Innovation’s (COI) statewide logistics plan into a regional strategy to assist in the recruitment of companies and leverage as support for industry.

9. Coordinate federal, State and local economic development funding programs and initiatives that affect the coast.

10. Enhance workforce development by collaborating with business, industry, and planning of educational entities that provide necessary workforce skills.

11. Increase existing industry retention and expansion rates.

12. Promote downtown revitalization efforts to enhance job creation and location of business and offices within downtown areas.

13. Incorporate current and future needs for housing, infrastructure, and natural resource protection into economic development initiatives.

14. Encourage international economic developments that support strategic industry sectors.

15. Enhance economic development and tourism opportunities by increasing cross functional communication.

6.10 Guiding Principles for Agricultural Lands

Ten guiding principles are identified in the Regional Plan for Agricultural Lands.

1. Strongly discourage the conversion of prime farmland to urban uses as it represents a loss to the region’s landscape.

2. Wise use and protection of basic soil and water resources helps to achieve practical water quality goals and maintain viable agriculture.

3. Viable agriculture is the backbone of a functioning network of agriculture, open space, and natural areas and a range of strategies should be used to ensure the value of agricultural land.

4. Promote learning about culinary traditions and culture.

5. Encourage agricultural biodiversity.

6. Promote local food traditions and provide opportunity for education of where food comes and how our food choices affect the rest of the world.

7. Promote connecting producers of foods with consumers through events and farmers markets.
8. Promote biodiversity through educational events and public outreach, promoting consumption of seasonal and local foods.
9. Promote community gardens within urban settings.
10. Encourage regional tasting events of local foods, music, talks, forums, workshops, and exhibitions in favor of local agricultural products.

6.11 Guiding Principles for Communities for a Lifetime - Livable Communities

Twelve guiding principles are identified in the Regional Plan for Communities for a Lifetime/Livable Communities:

1. The CRC promotes the concept of Lifelong Communities – places where people of all ages and abilities have access to the public landscape and services which enable them to live healthy and independent lives.
2. For a Lifelong Community to be truly successful it must be a complete community. Complete communities include the direct characteristics that at a minimum meet the needs of the user population, but also provided for a greater civic good by including elements that are beneficial to the environment, sensitive to a broad population and embrace economic/financially feasible regimes.
3. The region will encourage and promote the underlying issues that must be included in a Lifelong Community. The seven (7) basic tenets of a Lifelong Community are:
   a. Connectivity – the physical connection of streets, pedestrian networks and public spaces that promote ease of access, a direct coexistence with the existing urban fabric and barrier free mobility for all.
   b. Pedestrian access and transit – focuses on the access to public or privately supported methods of mass transit-oriented forms of mobility and focuses on pedestrian forms of mobility as a primary or equal method of transportation when compared to conventional vehicular modes.
   c. Neighborhood retail and services – proximity to vital and relevant supporting uses and services are necessary for a successful Lifelong Community. Mixture of uses, walkable streets and services oriented to a range of population needs is the context of this issue.
   d. Social interaction – social interaction with the full range of the population is a proven requirement of lifelong communities. Pedestrian accessible streets and dwellings, a full stratum of dwelling types, community programming elements and careful placement of improvements are key components in creating a socially vibrant community.
   e. Dwelling types – a range of dwelling types within a walkable range is crucial to meet the social, economic and physical goals of a lifelong community. Creative architectural and planning solutions, a strong but flexible regulatory framework and policies that promote efficient and sustainable methods of construction are among the crucial requirements of this issue.
f. Healthy living — accessibility to fitness, education, cultural and health maintenance programming elements are vital to a successful lifelong community and are the primary concerns of this issue.

g. Environmental and Sustainable Solutions — the creation of a complete community includes provisions for the appropriate preservation of natural and cultural resources. Promotion of sustainable construction techniques, preservation of natural and cultural resources, innovative methods of power generation and integrated food production are among some of primary components related to successfully executing this issue.

4. The region will determine its “aging readiness” to provide programs, policies and services that address the needs of older adults.

5. The region will determine its “aging readiness” to ensure that communities are “livable” for persons of all ages.

6. The region will harness the talent and experience of older adults

7. To determine “age readiness,” local comprehensive plans should review:
   a. Demographics;
   b. Quantity, quality, and type of existing housing stock;
   c. Land use patterns; and
   d. Quantity, quality, and type of recreational needs.

8. Comprehensive plans will promote development patterns and design features to meet the needs of seniors.

9. Comprehensive plans and ordinances will promote Universal Design/Accessible Building Standards for buildings as well as recreational areas.

10. Comprehensive plans will include goals and objectives that specifically address the aging population.

11. Consider seniors and the elderly when reviewing site plans for new construction and/or renovations.

12. The region will ensure comprehensive plans permit basic services within walking distance recognizing it is a great convenience for all residents but an absolute necessity for an aging population.

6.12 Guiding Principles for Coastal Vulnerability and Resilience

Three guiding principles are identified in the Regional Plan for Coastal Vulnerability and Resilience.

1. The region believes that a community’s resilience is measured by its sustained ability to prepare for, respond to, and fully bounce back from crises.

2. The region’s strength is in our community’s resilience and in understanding the region’s vulnerabilities, and in taking positive collective actions to limit the impact of a disruptive crisis, and recovering rapidly from disasters.

3. The region believes in collaborating with a wide range of community resilience experts, community leaders and private sector partners to work together to increase collective capacities to respond to adversity with increased resources, competence, and connectedness to one another.
7. REGIONAL RESOURCE PLAN AND RIR

7.1 The Regional Resource Plan
The Regional Resource Plan (RIR) identifies Cultural and Historic and Natural Resources of regional importance. The Regional Resource Plan provides recommended best development practices, protective measures and policies for local governments to use within one mile of a regionally important resource. The proposed site is within RIR area related to wetlands and floodplains.

7.2 Area Requiring Special Attention
The project is within an Area of Significant Natural Resources. This category designates natural resources of great value to the region that will be impacted by development.

7.3 Natural Resources
Green Infrastructure
The U.S. Environmental Protection Agency defines Green Infrastructure as management approaches and technologies that utilize enhance and/or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse. This management approach attempts to keep stormwater onsite. It incorporates vegetation and natural resources as much as possible in development and redevelopment.

Green Infrastructure has a number of benefits, including reduced runoff, groundwater recharge, higher air quality, better aesthetics, reduces costs, lowers impacts on climate change, and provides environmental benefits that surpass improved water quality.

Coastal Georgia’s Green Infrastructure network is defined as a natural life support system of parks and preserves, woodlands and wildlife areas, wetlands and waterways, greenways, cultural, historic and recreational sites and other natural areas all with conservation value. A potential impact as a result of premature or poorly planned conversion of land to other uses is the failure to adequately protect and conserve natural resources such as wetlands, flood plains, native vegetation, lakes, streams, rivers, natural groundwater aquifer recharge areas, and other significant natural systems. The river corridors, floodplains and tributary streams are considered to be critical green infrastructure components, as they supply key social, economic and environmental benefits for local communities and provide important habitats for wildlife.

A map showing green infrastructure near the project site is attached.
Green infrastructure planning provides an alternative to what is common practice in many communities: conserving land on a piecemeal basis without the benefit of a large framework plan that allows a comprehensive approach to land conservation. Areas of protected open space should follow natural features for recreation and conservation purposes, including greenways that link ecological, cultural and recreational amenities.

Green Infrastructure shall be considered first in the planning process and in reviewing comprehensive plans, zoning, development review processes and performance standards.

Principles for green infrastructure include identifying what is to be protected in advance of development; providing for linkage between natural areas; and designing a system that operates at different functional scales, across political jurisdictions, and through diverse landscapes. Additional principles include sound scientific and land use planning practices, providing funding upfront as a primary public investment (for example, through a dedicated tax or other funding mechanism), emphasizing the benefits to people and nature, and using the green infrastructure as the planning framework for conservation and development. The concept of green infrastructure planning is based on a strategic approach to ensuring environmental assets of natural and cultural value are integrated with land development, growth management and built infrastructure planning at the earliest stage.

Greenspace or greenway land needs to be set aside for pedestrian, equestrian, and bicycle connections between schools, churches, recreation areas, city centers, residential neighborhoods, and commercial areas. Open-space, parks, trails, greenways, and natural undeveloped land are not individual but an integrated and organized system. Green infrastructure is as an interconnected system. Key physical, natural, ecological, landscape, historical, access and recreational assets contribute to the functionality of the green infrastructure network. The green infrastructure network weaves together a network of recreational and nature areas. Properly planned greenways provide efficient pedestrian linkages that can serve as alternative transportation to and from work, to services and other daily destinations. Greenway linkages serve as outdoor recreation for biking, walking, and jogging. Green infrastructure encourages the creation of transportation corridors and connections, which can foster ecotourism, tourism and outdoor recreation.

7.4  Wetlands

According to the additional information form for DRI #3134, the applicant indicates that the development site is not located within, or likely to affect wetlands.
8. COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)

8.1 Population and Employment Trends

<table>
<thead>
<tr>
<th>County</th>
<th>2000</th>
<th>2010</th>
<th>2020</th>
<th>2030</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effingham</td>
<td>37,535</td>
<td>52,250</td>
<td>80,563</td>
<td>112,062</td>
</tr>
</tbody>
</table>

*Source: U.S. Census; Georgia Office of Planning and Budget*

The county’s population is expected to grow from its 2000 level of 37,535 to 112,062 by 2030, according to the US Census and the Governor’s Office of Planning and Budget. The Coastal Region’s population in 2030 is projected to be 962,956, which is an increase from the 2000 level of 558,350.

Effingham County, is a growing county in the region and had a 2019 population estimate of 64,296 according to the US Census. The 2010 Census population of Effingham County in 2000 was 37,535.

The Coastal Georgia region supported 312,400 jobs in 2000, and is expected to support 435,050 jobs in 2030. The Effingham County unemployment rate in 2017 was 4.1 percent.

9. CRC Resources

9.1 Coastal Stormwater Supplement

The CRC applauds Effingham County for adopting the CSS Ordinance and/or ensuring the Coastal Stormwater Supplement (CSS) is implemented for stormwater management.

9.2 Regional Design Guidelines

The CRC recommends that the Effingham County ensure that new development creates an environment that contributes to the region’s character. The *Georgia Coastal Regional Character Design Guidelines* for the development are appropriate to implement quality growth.

The ‘Character Region’ for this area is *Rural Ridge* and may utilize the ‘Character Area Key’ for Commercial.

For technical assistance contact Cole Mullis, Regional Planner at cmullis@crc.ga.gov or Aaron Carpenter, Supervising Senior Planner at acarpenter@crc.ga.gov.
SITE PLAN
PROVIDED BY THE APPLICANT

DRI #3397

Cowan Property
EFFINGHAM COUNTY
FUTURE LAND USE MAP
& ZONING DISTRICTS MAP

DRI #3397

Cowan Property
EFFINGHAM COUNTY

Green Infrastructure

DRI #3397

Cowan Property
PUBLIC COMMENTS

DRI #3397

Cowan Property
RE: Request for Review DRI #3397

Mark McClellan <mmccllan@GFC.STATE.GA.US>
Thu 7/29/2021 10:27 AM
To: Cole Mullis

I did not see any issues with the plan. Eventually we all will have to do a better job minimizing impervious surface and managing storm water runoff but that is bigger than me at the present time.

I also would like to say that this DRI Review format is much easier to understand. Good job!

Mark

Mark McClellan
Georgia Forestry Commission
Stewardship Coordinator
478-733-2606

From: Coastal Regional Commission [mailto:cmullis@crc.ga.gov]
Sent: Wednesday, July 28, 2021 5:24 PM
To: Mark McClellan <mmccllan@GFC.STATE.GA.US>
Subject: Request for Review DRI #3397

Review Requested for DRI #3397

You have received this notice because you represent an organization that has the potential to be affected by this development. Please review the following information about this development and respond with comments to is via e-mail to Cole Mullis, Regional Planner. The comment period runs from July 28 to August 12, 2021.

https://outlook.office.com/mail/deeplink?popoutv2=1&version=20210802002.11
Notice that the site is surrounded by Ga DOT Conservation property. It would be interesting to see why they have this property under conservation control. Likely to be for wetland mitigation.

This one sure sets up a bad scenario for their Land Use Plan doesn’t it. I suspect this is just the beginning of more to come. Interesting that there are so many warehouse—distribution projects springing up around Savannah. Millions of square feet. I guess the herd of warehouse developers are grazing around there now.

Russ Marane
Interim Planning Director
Coastal Regional Commission
rmarane@crc.ga.gov
Office  912 437-0875
Cell  912 399-6102
Old Augusta Rd & Abercorn Rd
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent  Greg Coleman  Date  June 23, 2021
Revised August 19, 2021
Applicant email address gcoleman@cci-sav.com  Phone # 912-200-3041
Property owner(s) Cowan Investments, LLC  email brad@scrlc.net
Telephone Number (912) 313-4653
Mailing Address  500A Morgan Industrial Blvd.  Savannah, GA 31407
Property location NE corner of Old Augusta & Abercom Rd.
Present zoning  R-1

Proposed zoning  I-1 (Heavy)

Present land-use  vacant

Proposed land-use Warehousing

Tax Map # 04760004B00  Parcel # 04760004D00  Lot #
Total Acres 71.24  Acres to be rezoned 71.24

Lot characteristics Wooded, vacant, 46.20 acres develop-able

Water  X Public  Private  Sewer  X Public  Private

Proposed access  Three proposed curb cuts on Old Augusta Rd.

Justification  The area is transitioning to an industrial use rather than a rural residential use.

List the zoning of the other property in the vicinity of the property you wish to rezone:

North  R-1 (Conservation)  South  AR-1
East  R-1 (Conservation)  West  AR-1 & AR-2
1. Describe the current use of the property you wish to rezone.
   The current use is vacant.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   The zoning changes in the area are to industrial uses and therefore our proposed use is well positioned for the area. A residential use would not suit a heavily traveled truck route.

3. Describe the use that you propose to make of the land after rezoning.
   Two warehouses Approximately 734,000 Sq. Ft. with associated employee and truck parking, and storm water management facilities.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   Property to the north, owned by GDOT, to be held in conservation. Property to the east, owned by GDOT, to be held in conservation. Property to South, across Abercorn Rd. Large tract residential. Properties to the west, residential zoning, all vacant.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   The zoning changes in the area are to accommodate industrial growth and uses. We are proposing a use consistent with the growth patterns in the area.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   The existing transportation corridor is heavily used by truck traffic (Old Augusta Rd.) and therefore will not burden the current transportation route. The industrial warehouse will not require increased use on the water and sewer systems already in place (as the current residential zoning would increase) and there will be no increase to the school system already in place.
AMENDED APPLICATION MATERIAL

***************

(SUBMITTED 8/19/2021)
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent_ Greg Coleman_ Date_ June 23, 2021_ Revised August 19, 2021

Applicant email address_ gcoleman@cci-sav.com_ Phone # 912-200-3041

Property owner(s)_ Cowan Investments, LLC_ email_ brad@scmllc.net

Telephone Number ( 912 ) 313-4653

Mailing Address_ 500A Morgan Industrial Blvd. Savannah, GA 31407

Property location_ NE corner of Old Augusta & Abercom Rd.

Present zoning_ R-1

Proposed zoning_ I-1 (Heavy)

Present land-use_ vacant

Proposed land-use_ Warehousing

Tax Map #_ 04760004B00_ Parcel #_ 04760004D00_ Lot #_

Total Acres_ 71.24_ Acres to be rezoned_ 71.24

Lot characteristics_ Wooded, vacant, 46.20 acres develop-able

Water _X_ Public_ Private_ Sewer _X_ Public

______Private

Proposed access_ Three proposed curb cuts on Old Augusta Rd.

Justification_ The area is transitioning to an industrial use rather than a rural residential use.

List the zoning of the other property in the vicinity of the property you wish to rezone:

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   The zoning changes in the area are to industrial uses and therefore our proposed use is well positioned for the area. A residential use would not suit a heavily traveled truck route.

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   Two warehouses Approximately 734,000 Sq. Ft. with associated employee and truck parking, and storm water management facilities.

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5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   The zoning changes in the area are to accommodate industrial growth and uses. We are proposing a use consistent with the growth patterns in the area.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   The existing transportation corridor is heavily used by truck traffic (Old Augusta Rd.) and therefore will not burden the current transportation route. The industrial warehouse will not require increased use on the water and sewer systems already in place (as the current residential zoning would increase) and there will be no increase to the school system already in place.
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

\[\text{APPROVAL} \quad \text{DISAPPROVAL}\]

Of the rezoning request by applicant Greg Coleman as Agent for Cowan Investments, LLC – (Map # 476 Parcels # 4B & 4D) from R-1 to I-1 zoning.

Yes \quad No \quad 1. Is this proposal inconsistent with the county’s master plan?

Yes \quad No \quad 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes \quad No \quad 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes \quad No \quad 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes \quad No \quad 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes \quad No \quad 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes \quad No \quad 7. Are nearby residents opposed to the proposed zoning change?

Yes \quad No \quad 8. Do other conditions affect the property so as to support a decision against the proposal?
Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL

Of the rezoning request by applicant Greg Coleman as Agent for Cowan Investments, LLC – (Map # 476 Parcels # 4B & 4D) from R-1 to I-1 zoning.

Yes ☑ No ☐ 1. Is this proposal inconsistent with the county’s master plan?

Yes ☑ No ☐ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes ☑ No ☐ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes ☑ No ☐ 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes ☑ No ☐ 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes ☑ No ☐ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes ☑ No ☐ 7. Are nearby residents opposed to the proposed zoning change?

Yes ☑ No ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?

August 25,
Planning Board Meeting – Dec 27, 2021
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL   ____   DISAPPROVAL   ____

Of the rezoning request by applicant Greg Coleman as Agent for Cowan Investments, LLC – (Map # 476 Parcels # 4B & 4D) from R-1 to I-1 zoning.

Yes No 1. Is this proposal inconsistent with the county’s master plan?

Yes No 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes No 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No 7. Are nearby residents opposed to the proposed zoning change?

Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?

August 03, 2021
Planning Board Meeting – Jul 26, 2021
EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

- APPROVAL 
- DISAPPROVAL

Of the rezoning request by applicant Greg Coleman as Agent for Cowan Investments, LLC – (Map # 476 Parcels # 4B & 4D) from R-1 to I-1 zoning.

Yes  No  1. Is this proposal inconsistent with the county’s master plan?

Yes  No  2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes  No  3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes  No  4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?

Yes  No  5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes  No  6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes  No  7. Are nearby residents opposed to the proposed zoning change?

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2021

Item Description: Greg Coleman as Agent for Cowan Investments, LLC requests to rezone 71.24 acres from R-1 to I-1 Heavy Industrial, for the development of industrial warehouses. Located on Old Augusta Road.

Map# 476 Parcel# 4B & 4D

Summary Recommendation: Staff have reviewed the application, and recommend approval of the request to rezone 71.24 acres from R-1 to I-1 for the development of industrial warehouses.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Warehousing is a permitted use in I-1 (Heavy Industrial).
- The parcels were part of a larger combination of parcels rezoned to R-1 and reviewed as a DRI (#1211) in 2007. Residential development plans have been reviewed, but land clearing permits have never been issued.
- The scale of the warehouse development exceeds the threshold to be considered a Development of Regional Impact (DRI). Project information was submitted for review on the DRI submissions website. The Coastal Regional Commission determined that the project (DRI # 3397) warranted regional review; requested comments from neighboring jurisdictions and relevant organizations and state agencies; and completed a report of findings.
- The project is consistent with the Regional Future Development Map, which shows the project site area as: Developed - Areas demonstrating urban development patterns and also illustrate the areas where water and sewer services are being provided.
- The project site is in a mixed use area, according to the Future Land Use map.
- Old Augusta Road is a county truck route, which can accommodate the proposed truck traffic.
- At the August 23 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone 71.24 acres from R-1 to I-1 for the development of industrial warehouses, with the following conditions:
  1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
  2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
  3. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
  4. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
  5. Applicant must submit a sketch plan for review.
- Peter Smith seconded the motion. The motion carried unanimously.

Alternatives

1 – Approve the request to rezone 71.24 acres from R-1 to I-1 Heavy Industrial, with the following conditions:
  1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.

3. Development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts.**

4. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**

5. Applicant must submit a sketch plan for review.

2 – Deny the request to **rezone** 71.24 acres from **R-1** to **I-1 Heavy Industrial.**

<table>
<thead>
<tr>
<th>Recommended Alternative: 1</th>
<th>Other Alternatives: N/A</th>
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<tr>
<td><strong>Department Review:</strong> Development Services</td>
<td><strong>Funding Source:</strong> N/A</td>
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<td><strong>Attachments:</strong></td>
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<td>1. Rezoning Application and Checklist</td>
<td>4. Conceptual Site Plan</td>
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<td>2. Ownership Certificate/Authorization</td>
<td>5. Aerial Photograph</td>
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<td>3. Deed</td>
<td>6. DRI report</td>
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AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 476-4B & 4D

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 476-4B & 4D

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, GREG COLEMAN as agent for COWAN INVESTMENTS, LLC, has filed an application to rezone seventy-one and twenty-four hundredths (71.24) +/- acres; from R-1 to I-1 for a warehouse development; map and parcel number 476-4B & 4D, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on September 7, 2021 and notice of said hearing having been published in the Effingham County Herald on August 18, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 4, 2021; and

IT IS HEREBY ORDAINED THAT seventy-one and twenty-four hundredths (71.24) +/- acres; map and parcel number 476-4B & 4D, located in the 5th commissioner district is rezoned from R-1 to I-1, with the following conditions:

1. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
2. All wetland impacts must be approved and permitted by USACE, and the Approved Jurisdictional Determination must be submitted during the site development plan review process.
3. Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
4. A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
5. Applicant must submit a sketch plan for review.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
   WESLEY CORBITT, CHAIRMAN

ATTEST: FIRST/SECOND READING: __________________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Variance (Fifth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2021

Item Description: Greg Coleman as Agent for Cowan Investments, LLC request a variance from the required buffers between I-1 heavy industrial and R & AR zoning districts.

Map# 476 Parcel# 4B & 4D

Summary Recommendation
Staff has reviewed the application, and recommends denial of the requests for a variance as submitted.

Executive Summary/Background
- Pursuant to Appendix C, Article VII, Section 7.1.8, variances may only be granted if the following findings are made:
  
  *That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

  *That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The applicant plans two warehouses: 382,900 sf and 351,100 sf on the 68.75-acre parcel.
- The required buffer between heavy industrial and R & AR zoning districts is 300’.
- Section 3.4 Buffers. Purpose and function: To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for stormwater; to make the environment more visually attractive; and to preserve the tree canopy in the county.

- The parcel to the north and east is zoned R-1; it is owned by GDOT. Buffer reduction requested: from 300’ to 50’. The property is not developed; however, a reduction in the buffer may lead to stormwater infiltration, and tree canopy effects. Stormwater runoff and pollution reduction measures can be implemented, which may offset the effects on adjacent properties. Those measures are listed as conditions below. The impact of the buffer reduction is: Severe.

- The parcels to the west are zoned AR-1 and AR-2, and are not developed. The proposed buffer reduction (from 300’ to 100’) along Old Augusta Road affects ~600’ of frontage at the southern end of the parcel (which has ~2200’ road frontage) where the proposed warehouse and parking are located. The remainder of the Old Augusta Road frontage will feature stormwater ponds and wetlands, which cannot be disturbed. Old Augusta Road ROW is 100’. The impact of the buffer reduction is: Moderate.

- The parcels to the south are zoned AR-1, a portion is developed as the Abercorn Acres subdivision. The buffer reduction requested: from 300’ to 150’. The impact of the buffer reduction would be significant, as the reduced screening would result in a visual impact on the residential property owners, and the potential for stormwater runoff due to decreased space for filtration. There would be a significant impact on the tree canopy coverage. The impact of the buffer reduction is: Severe.
At the August 23 Planning Board meeting, Peter Higgins made a motion to deny the request for a variance from the required buffers between I-1 heavy industrial and R & AR zoning districts, as submitted.

Peter Smith seconded the motion. The motion carried unanimously.

The applicant submitted a revised buffer variance proposal, which is included in the application materials.

Alternatives
1. **Approve** the request for a variance from the required buffers between heavy industrial and R & AR zoning districts, as presented in the variance application, with the following conditions:
   1. Pipe all roof drains into the ponds and prevent any sheet flow from roof and parking area from going into the buffer areas.
   2. Maintain a water quality volume in the pond that must be released via infiltration, evapotranspiration, or reuse for irrigation, gray water in bathrooms, wash water in truck bays, etc., with approval of county engineer.
   3. Submit a plan for approval by Development Services staff that includes the proposed buffer plantings that will maximize screening and stormwater filtration in the reduced buffer areas.

2. **Deny** the request for a variance from the required buffers between heavy industrial and R & AR zoning districts as presented in the variance application.

**Recommended Alternative:**  2  
**Other Alternative:**  1

**Department Review:**  Development Services  
**FUNDING:**  N/A

**Attachments:**  
1. Variance Application  
2. Ownership Certificate  
3. Aerial Photograph
ATTACHMENT A - VARIANCE APPLICATION

Application Date: July 29, 2021

Applicant/Agent: Greg Coleman

Applicant Email Address: gcoleman@cci-sav.com

Phone #: 912-200-3041

Applicant Mailing Address: 1480 Chatham Parkway, Suite 100

City: Savannah, State: GA Zip Code: 31405

Property Owner, if different from above: Cowan Investments, LLC

Owner’s Email Address (if known): brad@scmllc.net

Phone #: 912-313-4653

Owner’s Mailing Address: 500A Morgan Industrial Blvd.

City: Savannah, State: GA Zip Code: 31407

Property Location: NE corner of Old Augusta & Abercorn Rd.

Name of Development/Subdivision: Proposed Warehouses Cowan Property

Present Zoning of Property: R-1* Tax Map-Parcel #04760004D00 Total Acres: 71.24

*requesting rezoning to I-1 (Heavy)

VARIANCE REQUESTED (provide relevant section of code): Section 3.4 Buffers

Describe why variance is needed: The proposed use 'Heavy Industrial - warehousing' requires a 300' buffer to adjacent properties as well as properties across the road zoned AR-1, AR-2 and R-1. We are requesting a reduction in the buffer from 300' to 150' along Abercorn Rd., and a reduction to 100' from 300' across from the properties along Old Augusta Rd. zoned AR-1 and AR-2. Our property also abuts property owned by GDOT, zoned R-1 but is designated as a GDOT conservation area and will not be developed. We are requesting a reduction in the buffer from 300' to 50'.

How does request meet criteria of Section 7.1.8 (see Attachment C): The requested reduction in the buffers is in response to the areas changing uses, and sensitivity to the existing wetlands which bisect the property. The adjacent homeowners have been notified by the property owner of the proposed development. The buffer requirements causes a very restrictive burden to our property development, making a lesser develop able area.

Applicant Signature: [Signature] Date: 7/30/21

Rev 05052021
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 5/21/2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2691 page 796-799.

I hereby certify that I am the owner of the property being proposed for rezoning, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

[Signatures and prints are present.]

Sworn and subscribed before me this 21st day of June 2021.

[Notary Public's signature and seal.]

Tracie T. McIntyre
Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Brad Cowan, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states: That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia.

I authorize the person named below to act as applicant in the pursuit of a Rezoning application. I acknowledge and accept that I will be bound by the decision of the board of commissioners, including any conditions of the rezoning, if the application is approved.

Name of Applicant: Greg Coleman
Date: 06/23/21

Address: 1480 Chatham Parkway, Suite 100
City: Savannah, GA
Zip Code: 31405

Telephone Number: 912-200-3041
Email: gcoleman@cci-sav.com

Signature of Owner

Personally appeared before me, Brad Cowan, (Owner
print)
ATTACHMENT C - SITE PLAN REQUIREMENTS

All Variance submissions shall be accompanied by a site plan. This site plan shall be made on a scale in conformance with appropriate County Tax Maps and contain the following elements, as applicable (consult with Planning & Zoning staff to determine what features are required):

A. Dimensions of the property involved.
B. Location and dimensions of existing and/or proposed structures with the type of usage designated.
C. Requested variance in relation to existing structures and surrounding parcels and uses.
D. Access road or easement.
E. Setbacks.
F. Right-of-way.
G. Proposed or existing water, sewer, and drainage facilities.
H. Buffers.
I. Off-street parking.
J. Wetlands.
K. Floodplain.
L. Loading areas, parking, signage, and outdoor lighting.

Appendix C – Zoning Ordinance, Article VII. – Planning Board, Section 7.1. Organization

7.1.8 Variances. On an appeal from an order, requirement, decision, or determination of the zoning administrator, the planning board may recommend that the county commission grant a variance in the application of the provisions of the zoning ordinance, only if all the following findings are made:

7.1.8.1 That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located.

7.1.8.2 That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

Rev 05052021
LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is executed as of May 19, 2021, by ACCOMMODATION COMPANY X, LLC, a Georgia limited liability company, whose address is P.O. Box 15887, Tallahassee, Florida 32315 (hereinafter called the “Grantor”), in favor of Cowan Investments LLC, a Georgia limited liability company, whose address is 1208 Wilmington Island Road, Savannah, Georgia 31410 (hereinafter called the “Grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situated in Chatham County, Fulton (the “Property”), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances thereto belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Property unto the Grantee and the Grantee’s heirs or successors and assigns, forever.

AND, Grantor does hereby does hereby bind the Grantor and the Grantor’s heirs or successors, to warrant and forever defend all and singular the said premises unto the Grantee and the Grantee’s heirs or successors and assigns, against the Grantor and those claiming by, through or under Grantor, but not otherwise.

This conveyance is made subject to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference (the “Permitted Exceptions”).
IN WITNESS WHEREOF, Grantor has caused these presents to be executed under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public

My Commission Expires: 8/01/24

GRANTOR:

ACCOMMODATION COMPANY X, LLC,

a Georgia limited liability company

By: Westchester South Investments, LLC, As Sole Member

[Signature]

By: _______________________________(SEAL)

Name: R. Richard Yatos

Title: Manager

[NOTARY SEAL]
Exhibit A

All that certain lot, tract or parcel of land situate, lying and being in Effingham County, Georgia, known as Tract 5 on a plat entitled “A Subdivision Plat of Old Augusta Road Development of a 779.61 Acre Portion of the Abercorn Creek Tract” prepared by EMC Engineering Services, Inc. for Del-A-RAE, INC. dated September 3, 2004, recorded in Plat Cabinet C58, Slide F-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract contains 33.26 acres, more or less. Said Tract was conveyed to Accommodation Company X, L.L.C by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk’s Office. Said deed and map are incorporated herein by reference.

Old Augusta Road
Tax PIN 04760004E00

AND ALSO:

All those certain lots, tracts or parcels of land situate, lying and being in Effingham County, Georgia, known as Tracts 1 and 3 upon a plat entitled “A Recombination Plat of Tracts 2, 3, 4 & 6 Old Augusta Road” prepared by EMC Engineering Services, Inc. for RMDC, Inc. dated April 15, 2015, recorded in Plat Cabinet D153, Slide D-1, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said Tract 1 contains 68.75 acres, more or less and said Tract 3 contains 1.36 acres, more or less. Said Tracts were conveyed to Accommodation Company X, LLC by Limited Warranty Deed dated December 30, 2013, recorded in Deed Book 2227, Page 959, in the aforesaid Clerk’s Office. Said deed and plat are incorporated herein by reference.

Old Augusta Road

Tract 1 Tax PIN 04760004D00
Tract 3 Tax PIN 0476004B00
Exhibit B

Permitted Exceptions

1) Taxes for the year 2021 and subsequent years, and any additional taxes for the current year or any prior years as a result of any re-assessment or re-billing of taxes, which are not yet due or payable.

2) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 398, Effingham County, Georgia records.

3) Right of Way Easement dated May 10, 1961 recorded in Deed Book 126, Page 401, Effingham County, Georgia records.

4) 30' Easement to Dixie Plywood Company contained in that certain Deed from Union Camp Corporation, a Virginia corporation dated February 25, 1969 recorded in Deed Book 147, Page 306, Effingham County, Georgia records.

5) Right of Way Easement dated December 19, 1980 recorded in Deed Book 198, Page 146, Effingham County, Georgia records.
Item XI. 16.
Mary Igou  
418 Wrigley Field Drive  
Guyton, Georgia  
(31312)

1 August 2021

Zoning Board  
601 North Laurel Street  
Springfield, Georgia  
31329

To Whom It may Concern:

I am writing this letter in regard to a letter I received dated July 6, 2021. It is my understanding the meeting was not held due to all information not being collected. First of all I would like to see this request denied. However if it is approved I would like to request a 300 Foot buffer On Abercorn. I know this was done on Chimney road and would like to request the same honor. I have owned this property next to this for a number of years. My Father left me this property upon his death. Many of you may remember him (Billy Exley). So you can understand why this is so important to me. I plan to one day relocate to this property and need some privacy form this development. I know all of you want to see Effingham County remain this beautiful place it is today. We need to do all we can to make it a family friendly place to live. I thank you for your time and consideration.

Sincerely,

Mary Nell Exley Igou

Mary Nell Exley Igou
AMENDED APPLICATION MATERIAL

************

(SUBMITTED 8/19/2021)
ATTACHMENT A - VARIANCE APPLICATION

Application Date: July 29, 2021

Applicant/Agent: Greg Coleman

Applicant Email Address: gcoleman@cci-sav.com

Phone #: 912-200-3041

Applicant Mailing Address: 1480 Chatham Parkway, Suite 100

City: Savannah, State: GA Zip Code: 31405

Property Owner, if different from above: Cowan Investments, LLC

Owner’s Email Address (if known): brad@scmllc.net

Phone #: 912-313-4653

Owner’s Mailing Address: 500A Morgan Industrial Blvd.

City: Savannah, State: GA Zip Code: 31407

Property Location: NE corner of Old Augusta & Abercorn Rd.

Name of Development/Subdivision: Proposed Warehouses Cowan Property

Present Zoning of Property: R-1

*requesting rezoning to I-1 (Heavy)

Tax Map-Parcel #:04760004D00 Total Acres 71.24

VARIANCE REQUESTED (provide relevant section of code): Section 3.4 Buffers

Describe why variance is needed: The proposed use ‘Heavy Industrial - warehousing’ requires a 300’ buffer to adjacent properties as well as properties across the road zoned AR-1, AR-2 and R-1. We are requesting a reduction in the buffer from 300’ to 150’ along Abercorn Rd., and a reduction to 100’ from 300’ across from the properties along Old Augusta Rd. zoned AR-1 and AR-2. Our property also abuts property owned by GDOT, zoned R-1 but is designated as a GDOT conservation area and will not be developed. We are requesting a reduction in the buffer from 300’ to 0’.

How does request meet criteria of Section 7.1.8 (see Attachment C): The requested reduction in the buffers is in response to the areas changing uses, and sensitivity to the existing wetlands which bisects the property. The adjacent homeowners have been notified by the property owner of the proposed development. The buffer requirements causes a very restrictive burden to our property development, making a lesser develop able area.

Applicant Signature: ___________________ Date 8/19/21

Rev 05052021
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2021
Item Description: Greg Coleman as Agent for Cowan Investments, LLC request a variance from the required buffers between I-1 heavy industrial and R & AR zoning districts.

Summary Recommendation
Staff has reviewed the application, and recommends denial of the requests for a variance as submitted.

Executive Summary/Background
- Pursuant to Appendix C, Article VII, Section 7.1.8, variances may only be granted if the following findings are made:
  \[That \text{ there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and}\]
  \[That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.\]
- The applicant plans two warehouses: 382,900 sf and 351,100 sf on the 68.75-acre parcel.
- The required buffer between heavy industrial and R & AR zoning districts is 300’.
- Section 3.4 Buffers. Purpose and function: To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for stormwater; to make the environment more visually attractive; and to preserve the tree canopy in the county.
- The parcel to the north and east is zoned R-1; it is owned by GDOT. Buffer reduction requested: from 300’ to 50’. The property is not developed; however, a reduction in the buffer may lead to stormwater infiltration, and tree canopy effects. Stormwater runoff and pollution reduction measures can be implemented, which may offset the effects on adjacent properties. Those measures are listed as conditions below. The impact of the buffer reduction is: Severe.
- The parcels to the west are zoned AR-1 and AR-2, and are not developed. The proposed buffer reduction (from 300’ to 100’) along Old Augusta Road affects ~600’ of frontage at the southern end of the parcel (which has ~2200’ road frontage) where the proposed warehouse and parking are located. The remainder of the Old Augusta Road frontage will feature stormwater ponds and wetlands, which cannot be disturbed. Old Augusta Road ROW is 100’. The impact of the buffer reduction is: Moderate.
- The parcels to the south are zoned AR-1, a portion is developed as the Abercorn Acres subdivision. The buffer reduction requested: from 300’ to 150’. The impact of the buffer reduction would be significant, as the reduced screening would result in a visual impact on the residential property owners, and the potential for stormwater runoff due to decreased space for filtration. There would be a significant impact on the tree canopy coverage. The impact of the buffer reduction is: Severe.
At the August 23 Planning Board meeting, Peter Higgins made a motion to **deny** the request for a **variance** from the required buffers between I-1 heavy industrial and R & AR zoning districts, as submitted.

Peter Smith seconded the motion. The motion carried unanimously.

The applicant submitted a revised buffer variance proposal, which is included in the application materials.

**Alternatives**

1. **Approve** the request for a **variance** from the required buffers between heavy industrial and R & AR zoning districts, as presented in the variance application, with the following conditions:
   1. Pipe all roof drains into the ponds and prevent any sheet flow from roof and parking area from going into the buffer areas.
   2. Maintain a water quality volume in the pond that must be released via infiltration, evapotranspiration, or reuse for irrigation, gray water in bathrooms, wash water in truck bays, etc., with approval of county engineer.
   3. Submit a plan for approval by Development Services staff that includes the proposed buffer plantings that will maximize screening and stormwater filtration in the reduced buffer areas.

2. **Deny** the request for a **variance** from the required buffers between heavy industrial and R & AR zoning districts as presented in the variance application.

**Recommended Alternative:** 2  
**Other Alternative:** 1

**Department Review:** Development Services  
**FUNDING:** N/A

**Attachments:**
1. Variance Application  
2. Ownership Certificate  
3. Aerial Photograph
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 476-4B & 4D

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 476-4B & 4D

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, GREG COLEMAN as agent for COWAN INVESTMENTS, LLC, has filed an application for a variance from the required buffers between I-1 heavy industrial and R-1, AR-1, and AR-2 zoning districts; map and parcel number 476-4B & 4D, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on September 7, 2021 and notice of said hearing having been published in the Effingham County Herald on August 18, 2021; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 4, 2021; and

IT IS HEREBY ORDAINED THAT a variance from the required buffers between I-1 heavy industrial and R-1, AR-1, and AR-2 zoning districts; map and parcel number 476-4B & 4D, located in the 5th commissioner district, is approved.

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

This _____ day of ______________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
    WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
    FIRST/SECOND READING: ______________

___________________________
STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Sketch Plan (Fifth District)  
Author: Teresa Concannon, AICP, Planning & Zoning Manager  
Department: Development Services  
Meeting Date: September 7, 2021  
Item Description: Greg Coleman as Agent for Cowan Investments, LLC request approval of a sketch plan for the Cowan Property – Proposed Warehouses, zoned R-1 proposed zoning I-1.

Map# 476 Parcel# 4B & 4D

Summary Recommendation
Staff has reviewed the application, and recommends approval of the sketch plan for the Cowan Property – Proposed Warehouses.

Executive Summary
- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan.  
  The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Staff met with the development team, and discussed options for relocating the entrance location and storm water ponds.
- Variances to the buffer requirements are necessary to develop the project as proposed. If variances are not approved, a revised sketch plan must be submitted for review.
- Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, and Chapter 34 - Flood Damage Prevention.
- All wetland impacts must be approved and permitted by USACE, and the approved Jurisdictional Determination must be submitted during the site development plan review process.
- Development plans must meet the requirements of Section 5.12 I-1 Industrial Districts.
- A traffic study must be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the August 23 Planning Board meeting, Peter Higgins made a motion to deny the sketch plan for the Cowan Property – Proposed Warehouses, as submitted.
- Michael Larson seconded the motion. The motion carried unanimously.
- The applicant submitted a revised sketch plan, which is included in the application materials.

Alternatives
1. Approve of the sketch plan for the Cowan Property – Proposed Warehouses, with the following condition:
   1. All requested buffer variances are approved by the Board of Commissioners.
2. Deny the sketch plan for the Cowan Property – Proposed Warehouses.

Recommended Alternative: 1
Other Alternative: 2
Department Review: Development Services FUNDING: N/A
NO BUFFER PROVIDED, REQ: 300'

BUILDING 1
382,850 SF
EMPLOYEE PARKING: 182 SP

WETLANDS: 5.80 AC
WETLAND IMPACT: 0.27 AC
STORM: 8.00 AC = 15.33%

STORM BASIN 2.99 AC
STORM BASIN 3.63 AC

WATER LINE
SEWER LINE
EXISTING FEMA FLOOD ZONE

OLD AUGUSTA ROAD

EXISTING RIGHT OF WAY TO BE QUIT CLAIMED.

MONUMENT SIGN
LIGHT POLE

461'

50' UNDISTURBED BUFFER

0.34 AC
0.75 AC

BUILDING 2
333,250 SF
EMPLOYEE SPACES: 208

TRUCK STORAGE: 85

WETLAND IMPACT: 0.008 AC

SITE PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE UPON FINAL SURVEY AND JURISDICTIONAL INVESTIGATION

LOCATED IN EFFINGHAM COUNTY, GEORGIA

PREPARED FOR THE COWAN FAMILY

CP1.0

CONCEPTUAL SITE PLAN
CONCEPTUAL SITE PLAN

Savannah, Georgia | (912) 200-3041 | CCI-SAV.COM

© 2018 COLEMAN COMPANY, INC.

DATE PLOTTED: 8/26/2021 4:14 PM   BY: Fred Doyle    DRAWING PATH: Q:\2021\21-400.000\DWG\Planning\21-400 Old Augusta Road Industrial 08-26-21 GJC.dwg
CONCEPTUAL SITE PLAN
COWAN PROPERTY
LOCATED IN EFFINGHAM COUNTY, GEORGIA
PREPARED FOR THE COWAN FAMILY

EXISTING BUFFER
EXHIBIT
EX1.0

REVISIONS:

DATE PLOTTED: 8/26/2021 4:27 PM   BY: Fred Doyle    DRAWING PATH: Q:\2021\21-400.000\DWG\Planning\21-400 Old Augusta Road Industrial_300' BUFFER_ 2021.08.26.dwg

© 2018 COLEMAN COMPANY, INC.
EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY
Date Received: ______________ Project Number: ______________ Classification: ______________
Date Reviewed: ______________ Reviewed by: ______________

Proposed Name of Subdivision: Cowan Property - Proposed Warehouses

Name of Applicant/Agent: Greg Coleman
Phone: 912-200-3041

Company Name: Coleman Company, Inc.

Address: 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405

Owner of Record: Cowan Investments, LLC
Phone: 912-313-4653

Address: 500A Morgan Industrial Blvd. Savannah, GA 31407

Engineer: Coleman Company, Inc.
Phone: 912-200-3041

Address: 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405

Surveyor: Coleman Company, Inc.
Phone: 912-200-3041

Address: 1480 Chatham Parkway, Suite 100 Savannah, Georgia 31405

Proposed water: Effingham County
Proposed sewer: Effingham County

Total acreage of property: 71.24
Acreage to be divided: N/A
Number of Lots Proposed: N/A

Current Zoning: R-1
Proposed Zoning: I-1 (Heavy)

Tax map - Block: 004
Parcel No: 04760004B00 & 04760004D00

Are any variances requested? Yes
If so, please describe:

Reduction of perimeter buffer requirements to adjacent properties and properties located across
Old Augusta Rd. and Abercorn Rd.

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

This __________ day of __________________, 2021

Applicant: __________________________

Owner: __________________________

Notary: __________________________

Traeie T. McIntyre
Notary Public, Chatham County, GA
My Commission Expires February 24, 2023

Page 1 of 3
The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(a) Project Information:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 1. Proposed name of development.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 2. Names, addresses and telephone numbers of owner and applicant.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 3. Name, address and telephone number of person or firm who prepared the plans.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 4. Graphic scale (approximately 1&quot; = 100') and north arrow.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 5. Location map (approximately 1&quot; = 1000').</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 6. Date of preparation and revision dates.</td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong> 7. Acreage to be subdivided.</td>
<td></td>
</tr>
<tr>
<td><strong>(b) Existing Conditions:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 1. Location of all property lines.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 2. Existing easements, covenants, reservations, and right-of-ways.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 4. Sidewalks, streets, alleys, driveways, parking areas, etc.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 5. Existing utilities including water, sewer, electric, wells and septic tanks.</td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong> 6. Natural or man-made watercourses and bodies of water and wetlands.</td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong> 7. Limits of floodplain.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 8. Existing topography.</td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong> 9. Current zoning district classification and land use.</td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong> 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).</td>
<td></td>
</tr>
<tr>
<td><strong>(c) Proposed Features:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong> 1. Layout of all proposed lots.</td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong> 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc. (to include proposed street/road names).</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 3. Proposed zoning and land use.</td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong> 4. Existing buildings and structures to remain or be removed.</td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong> 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.</td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> 6. Proposed retention/detention facilities and storm-water master plan.</td>
<td></td>
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</tr>
<tr>
<td>N/A 7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).</td>
<td>N/A 8. Water distribution infrastructure master plan.</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 9th day of AUGUST, 2021.

[Signature]

[Signature]

Notary Public, Chatham County, GA
My Commission Expires February 24, 2023
TRANSMITTAL

Date: July 29, 2021

To: Teresa Concannon
Planning and Zoning Manager – Effingham County
601 N. Laurel St.
Springfield, GA 31329

From: Greg Coleman

CCI Project #: 21-400

Project Name: Variance & Sketch Plan Submittal Checks - Cowan Property Old Augusta Road

Project Location: NE corner of Old Augusta Rd and Abercorn Rd.

This Package includes:
- Copy of application (To be sent via email)
- 2 Checks - $200 Variance & $250 Sketch

Remarks:

Thank you,

Coleman Company, Inc.

Received by: ___________________________ Date: 07/30/2021
Staff Report

Subject: Annual update to Capital Improvements Element
Author: Teresa Concannon, AICP, County Planner
Department: Development Services
Meeting Date: September 7, 2021
Item Description: Consideration to approve a resolution transmitting the FY2021 Capital Improvement Element (CIE) annual update to the Coastal Regional Commission and the Department of Community Affairs for review.

Summary Recommendation:
Staff have updated the FY2021 Financial Report and Capital Improvements Element (CIE), and recommend approval of the resolution transmitting the documents to the Coastal Regional Commission for review.

Executive Summary/Background:
• Development Impact Fees are intended to ensure that adequate public facilities are available to serve new growth and development.
• 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.
• The CIE annual update must be reviewed and approved by the Department of Community Affairs before it can be adopted by the Board of Commissioners.
• Adoption of the annual CIE update is necessary to maintain the county’s Qualified Local Government status with the Department of Community Affairs.

Alternatives for Commission to Consider
1. Approve the resolution transmitting the FY 2021 CIE annual update for review.
2. Take no action

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Finance Department; Development Services; EOM

Funding Source: No new funding requested.

Attachments:
1. Resolution to transmit the FY2021 CIE annual update.
2. 2021 CIE annual update
STATE OF GEORGIA
EFFINGHAM COUNTY

TRANSMITTAL RESOLUTION

BE IT RESOLVED by the Effingham County Board of Commissioners, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

WHEREAS, the Effingham County Board of Commissioners has developed an annual update to a Capital Improvements Element and Short Term Work Program; and

WHEREAS, the annual update of the Capital Improvements Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a public hearing was held on September 7, 2021 in the Commissioners’ Meeting Chambers.

NOW, THEREFORE, BE IT RESOLVED that the Effingham County Board of Commissioners does hereby submit this annual update of the Capital Improvements Element and Short Term Work Program covering the five-year period 2022-2026 to the Coastal Regional Commission of Georgia and the Georgia Department of Community Affairs for review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this ___ day of ______________ , 20___

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
    Wesley M. Corbitt, Chairman

ATTEST:

___________________________
Stephanie D. Johnson, County Clerk
## ANNUAL FINANCIAL REPORT FOR FY 2021

<table>
<thead>
<tr>
<th>(1) Public Facility Type</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>TOTAL</th>
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<tbody>
<tr>
<td>(2) Service Area FY 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>(3) Beginning Impact Fee Fund Balance FY 2021</td>
<td></td>
<td>67,231.55</td>
<td></td>
<td></td>
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<td>67,231.55</td>
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<td>(4) Impact Fees Collected FY 2021</td>
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<td>(4.1) Dept. of Transportation Reimbursement FY 2021</td>
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<td>1,021,190.92</td>
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<tr>
<td>(4.2) Interfund Paid</td>
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<td>(5) Accrued Interest FY 2021</td>
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<td>18.98</td>
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<td>18.98</td>
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<td>(6) Project Expenditures FY 2021</td>
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<tr>
<td>(7) Administrative Costs FY 2021</td>
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<td>(8) Impact Fee Refunds FY 2021</td>
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<tr>
<td>(9) Ending Impact Fee Fund Balance FY 2021</td>
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<td>67,250.53</td>
<td></td>
<td></td>
<td></td>
<td>67,250.53</td>
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<tr>
<td>(10) Impact Fees Encumbered FY 2021</td>
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<td>67,250.53</td>
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<td>67,250.53</td>
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Total Impact Fee Fund Balance FY 2021: 67,250.53
## Effingham County 2022-2026 Capital Improvement Element Update

### Public Facility: PUBLIC SAFETY

<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>Sheriff's Jail, Office Admin. Complex, Storage</td>
<td>2012</td>
<td>2024</td>
<td>$16,425,000</td>
<td>25%</td>
<td>Jail Fund / SPLOST</td>
<td>In progress</td>
</tr>
<tr>
<td>Fire Vehicles/Apparatus</td>
<td>2015</td>
<td>2023</td>
<td>$1,150,000</td>
<td>0%</td>
<td>Fire Fund / SPLOST</td>
<td>In progress</td>
</tr>
<tr>
<td>Berryville / Stillwell Fire Station</td>
<td>2015</td>
<td>2017</td>
<td>$75,000</td>
<td>0%</td>
<td>Fire Fund/SPLOST</td>
<td>Complete</td>
</tr>
<tr>
<td>South Effingham Fire Station*</td>
<td>2015</td>
<td>2021</td>
<td>$550,000</td>
<td>0%</td>
<td>Fire Fund</td>
<td>In progress</td>
</tr>
<tr>
<td>Ardmore-Oakey Fire Station*</td>
<td>2015</td>
<td>2020</td>
<td>$75,000</td>
<td>0%</td>
<td>Fire Fund/SPLOST</td>
<td>Complete</td>
</tr>
<tr>
<td>EMS Vehicles/ Apparatus</td>
<td>2014</td>
<td>2024</td>
<td>$650,000</td>
<td>0%</td>
<td>SPLOST</td>
<td>In Progress</td>
</tr>
</tbody>
</table>

* Formerly known as Hodgeville / Ladessie Zeigler

### Public Facility: ROADS & BRIDGES

<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>Effingham Parkway</td>
<td>2016</td>
<td>2022</td>
<td>$120,000,000</td>
<td>58%</td>
<td>I.F./SPLOST/GDOT/FED.</td>
<td>In Progress; Project let by GDOT; groundbreaking scheduled.</td>
</tr>
<tr>
<td>Old River Road &amp; I16 interchange</td>
<td>2010</td>
<td>2021</td>
<td>$250,000</td>
<td>0%</td>
<td>FED/GDOT/SPLOST</td>
<td>In Progress</td>
</tr>
<tr>
<td>Resurfacing</td>
<td>2014</td>
<td>2024</td>
<td>$8,113,133</td>
<td>0%</td>
<td>SPLOST</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Blue Jay Road &amp; McCall</td>
<td>2012</td>
<td>2021</td>
<td>$400,000</td>
<td>0%</td>
<td>SPLOST</td>
<td>In Progress</td>
</tr>
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</table>
### Effingham County 2022-2026 Capital Improvement Element Update

#### Public Facility

<table>
<thead>
<tr>
<th>Service Area</th>
<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><strong>PARKS &amp; RECREATION</strong></td>
<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></td>
<td>Park Promenade/Ulmer Park</td>
<td>2014</td>
<td>2017</td>
<td>$79,000</td>
<td>Pending</td>
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</table>

#### Service Area

**COUNTYWIDE**

<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>Pending</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### SEWER

**UNINCORPORATED EFFINGHAM COUNTY**

<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>LS#5 Completed, LS#9 Completed, LS#11 Completed</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

**UNINCORPORATED EFFINGHAM COUNTY**

<table>
<thead>
<tr>
<th>Project Description</th>
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<th>Cost Estimate</th>
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<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>2021</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>2021</td>
<td>$1,500,000</td>
<td>0%</td>
<td>W/S fund</td>
<td>In progress</td>
</tr>
</tbody>
</table>
Subject: Amendment to Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings.

Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: September 7, 2021

Item Description: Consideration of the second reading of an amendment to Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings, to change the Planning Board meeting night from the fourth Monday to the third Monday of each month.

Summary Recommendation: In order to decrease the time between Planning Board and Board of Commissioner meetings where Planning Board items are considered, staff recommends approval of the revised ordinance language that will change the Planning Board meeting day.

Executive Summary/Background:
- Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings, requires Planning Board meetings to be held on the fourth Monday of each month.
- Moving the Planning Board meetings to the third Monday allows staff sufficient time to meet the submission deadline for the agenda of the first Tuesday meeting of the Board of Commissioners.
- Placing Planning Board items on the agenda of the first Tuesday meeting of the Board of Commissioners reduces the approval time by two weeks, which provides better customer service to applicants.
- The County Attorney has reviewed and approved the ordinance as to form.
- At the July 26 Planning Board meeting, Brad Smith made a motion to approve an amendment to Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings.
- Michael Larson seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1 – Approve the second reading of an amendment to Appendix C, Article VII – Planning Board, Section 7.1.2 Meetings.
2 – Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:
1. Article VII – Planning Board, Section 7.1.2 Meetings.
2. Proposed Meeting Schedule
STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO PART II, APPENDIX C, ARTICLE VII – PLANNING BOARD, SECTION 7.1.2
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND PART II, APPENDIX C, ARTICLE VII – PLANNING
BOARD, SECTION 7.1.2 OF THE EFFINGHAM COUNTY CODE OF ORDINANCES AND TO
REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

The following shall be revised in Part II, Appendix C, Article VII – Planning Board, Section
7.1.2 Meetings:

Meetings of the planning board shall be held on the third fourth Monday of each month. The
chairman, or in his absence, the vice-chairman, may administer oaths and compel the attendance of
witnesses by subpoena. The planning board shall keep minutes of its proceedings, show the vote of each
member upon each question, or if absent or failing to vote, indicate such fact, and shall keep records of its
examinations and other official actions, all of which shall be immediately filed in the office of the board
and shall be a public record.

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

This ___ day of _____________ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
Wesley M. Corbitt, Chairman

ATTEST:

Stephanie D. Johnson, County Clerk

FIRST READING ______________

SECOND READING ______________

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