1. November 3, 2020 Final Agenda
   Documents:
   11032020AGENDA_FINAL.PDF

2. November 3, 2020 Meeting Agenda
   Documents:
   0-11032020AGENDA.PDF

   Documents:
   11032020 AGENDA MATERIAL.PDF
Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

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<td>5:04 pm</td>
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<tr>
<td>II Invocation</td>
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<td>Chairman</td>
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<tr>
<td>III Pledge to the American Flag</td>
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<tr>
<td>IV Agenda Approval</td>
<td>Consideration of a Resolution to approve the agenda</td>
<td>Approved w/ changes (to postpone OB# 7,8 to the 11/17/2020 meeting)</td>
<td></td>
</tr>
<tr>
<td>V Minutes</td>
<td>Consideration to approve the minutes of the October 20, 2020 Commission meeting</td>
<td>Approved as read</td>
<td></td>
</tr>
<tr>
<td>VI Public Comments</td>
<td>Agenda Items ONLY</td>
<td>Stated by Chairman</td>
<td></td>
</tr>
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<td>Consideration to approve the Second Reading of a Speed Zone Ordinance to reduce the existing vehicular speed limit on Rahn Station road as it approaches Hwy 21 from 55 MPH to 45 MPH</td>
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<td>XI Reports from Administrative Staff &amp; Commissioners</td>
<td></td>
<td>T. Callanan S. Johnson Comm. Loper</td>
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<td>XII Adjournment</td>
<td>6:49 pm</td>
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Members Present:
- Wesley Corbitt
- Forrest Floyd
- Roger Burdette
- Jamie Deloach
- Reginald Loper
- Phil Kieffer
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**X New Business**

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**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

**(TENTATIVE) COMMISSION MEETING AGENDA**

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

**November 3, 2020 – 5:00 PM**

(Also aired via teleconference
Dial - **1-650-419-1505** Access Code – **10682973**)

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<td><strong>06 Insurance</strong>&lt;br&gt;Vicki Dunn</td>
<td>Consideration to approve annual Group Insurance Renewals/Changes for calendar year 2021</td>
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<td><strong>07 Agreement</strong>&lt;br&gt;Clint Hodges</td>
<td>Consideration to approve a Purchase Agreement for a used fire tanker from the City of Pooler in the amount of $15,000</td>
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<td><strong>08 Contracts</strong>&lt;br&gt;Teresa Concannon</td>
<td>Consideration to approve a Professional Services Contract with Coleman Company and Maxwell Reddick for On Call Surveying Services (2 contracts total)</td>
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<td><strong>09 Contracts</strong>&lt;br&gt;Teresa Concannon</td>
<td>Consideration to approve a Professional Services Contract with Greenline Architecture of Savannah and Roberts Engineering of St. Simons for On Call CADD Services (2 contracts total)</td>
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<td><strong>10 Agreement</strong>&lt;br&gt;Chris Reed</td>
<td>Consideration to approve a Services Agreement with Motorola Solutions for the annual maintenance agreement for the 700/800 MHz radio system and 911 consoles</td>
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<td><strong>11 Policy</strong>&lt;br&gt;Vicki Dunn</td>
<td>Consideration to approve and publish Section 2.23 – Open Records Request to the Human Resources Standards of Practice</td>
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<td><strong>12 Policy</strong>&lt;br&gt;Vicki Dunn</td>
<td>Consideration to approve and publish Section 2.21 – Critical Workforce Personnel to the Human Resources Standards of Practice</td>
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<td><strong>13 Policy</strong>&lt;br&gt;Vicki Dunn</td>
<td>Discussion of authorizing leave accrual based on the number of hours worked in a normal shift</td>
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<td><strong>XI Adjournment</strong></td>
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Staff Report

Subject: Revision of Effingham County Human Resources Standards of Practice 2.07, Substance Abuse

Author: Vicki Dunn, Human Resources Director
Department: Human Resources
Meeting Date: November 3, 2020
Item Description: Revision of HR Standards of Practice 2.07, Substance Abuse

Summary Recommendation:
Staff is requesting to amend the current HR Standards of Practice 2.07, Substance Abuse, to include the use of CBD oils and products as a prohibited activity.

Executive Summary/Background
On July 28th, 2020, ACCG/LGRMS provided a webinar titled “Recent Developments: Marijuana/CBD Products and the Local Government,” presented by the Elarbee Thompson Law Firm. The website provided specific guidance pertaining to the use of CBD oils and products.

The webinar stated while Hemp Based CBD Oil and products are legal in the state of Georgia, they are not regulated by the FDA. Because they are not regulated by the FDA there is no way to determine hemp based CBD products do not contain THC (the psychoactive ingredient in marijuana) and will not cause a positive drug test.

The recommendation given by the attorneys was to revise/amend the substance abuse policies currently in place and add the specific information concerning CBD oil and products.

This policy has been reviewed and approved as true to form by the County Attorney and has been reviewed and approved by the ACCG HR Attorney.

Alternatives for Commission to Consider
1. Approve the revised policy which states CBD oil and product use are prohibited for County employees.
2. Disapprove the revision and provide guidance to staff.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives:
1. Make no changes to current policy

Department Review: County Manager, County Attorney and ACCG HR Attorney

Funding Source: No funding impact

Attachments:
1. Revised HR Standards of Practice 2.07 – Substance Abuse
2.07 - SUBSTANCE ABUSE

A. GENERAL

Effingham County promotes a drug-free workplace in accordance with the requirements of the Drug Free Workplace Act of 1988, as amended, and applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT) has published 49 CFR Part 653 and Part 654, as amended, that mandates urine drug testing and breath alcohol testing for law enforcement positions and those involving drug interdiction and prohibits performance of these functions when there is a positive test result. The DOT has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, the Drug Free Workplace Act of 1988, as amended, which requires the establishment of drug free workplace policies and the reporting of certain drug related offenses to the FTA. Effingham County has adopted these requirements for employees in these positions, and others, when so noted.

B. STANDARD

Drug and alcohol use by all County employees during assigned working hours, in government buildings or on government grounds or otherwise while on government business is prohibited. This shall include the use of illegal substances, the abuse of prescription and over-the-counter medications, Cannabidiol (CBD) oil, or any product containing CBD, and the use of alcohol. The interpretation and administration of this policy shall be the responsibility of the County Manager and Human Resources Department.
C. SCOPE

This policy applies to all County employees; paid part-time employees, contract employees and contractors when they are on County property or when performing any transit-related safety-sensitive business. The policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors and contractor employees are governed by this policy while on County premises and will not be permitted to conduct business if found to be in violation of this policy.

D. DEFINITIONS

1. **Covered Substances**
   The following substances are covered by this policy:
   
   a. Alcoholic beverages of any kind.
   
   b. Controlled and/or illegal drugs or substances, including all forms of narcotics, hallucinogens, depressants, stimulants.
   
   c. Oils containing CBD or any other product containing CBD.
   
   d. Other drugs that are restricted or prohibited by law from use, possession, or transfer.

2. **Prohibited Activities**
   The following activities are prohibited while an employee is on County premises or otherwise engaged in County business:
   
   a. The manufacture, possession, use, sale, distribution, dispensation, receipt, or transportation of any controlled substance or illegal drug;
   
   b. The consumption of alcoholic beverages;
c. Being under the influence of alcohol, illegal drugs, or substances in any manner during business hours, whether or not consumed on County premises and whether or not consumed outside of, or during, working hours. This includes being impaired by lawfully prescribed drugs that have been abused; and,

d. Performing duties while under the influence of alcohol or controlled and/or illegal substances or drugs regardless of whether the employee is on or off County premises;

(1) Off-premise use of Alcohol, Controlled and/or Illegal drugs, or substances is prohibited, to the extent that it involves, or results in:

(i) Any actions involving alcohol, controlled and/or illegal drugs or lawfully prescribed drugs or substances that, in the opinion of management endanger the County’s reputation for honesty, integrity and safety;

(ii) Indictment or conviction for criminal offenses related to the manufacture, possession, use, sale, distribution, dispensation, receipt or transportation of any controlled substances or illegal drugs;

(iii) Employees who are indicted for, or convicted of, controlled substance-related violations under state or federal law, or who plead guilty or nolo contendere (no contest) to such charges must inform the Department Head or Human Resources Department in writing within five (5) days of such conviction or plea. Failure to do so will result in disciplinary action, up to and including termination from employment for a first offense. The Department Head shall then investigate and make an appropriate recommendation to the County Manager.

3. **Safety Sensitive Positions**

   The terms “safety sensitive position” and “safety sensitive employee” shall include the following employees and positions:

   a. authorized to drive any Effingham County vehicle; or
b. required to carry a Commercial Driver’s License; or  
c. who carry a weapon in the course of performing their jobs; or  
d. who serve as dispatchers and Communications Officers; or  
e. who serve as medical service providers; or  
f. who serve as firefighters; or  
g. who have physical custody of detained persons in the course of performing their jobs; or  
h. who operate heavy equipment and/or motorized equipment and machinery.

In addition, the term “safety sensitive position” and “safety sensitive employee” encompass safety sensitive functions, which include any duty related to the safe operation of Effingham County services and any employee or position with the responsibility to regularly perform high-risk work wherein inattention to duty or errors in judgment have the potential for significant harm to the employee, other employees, or the general public.

E. PROCEDURE

All County employees are subjected to the provisions of this policy.

1. Current Employees
Each current employee will be provided with a copy of this policy and the Substance Abuse Acknowledgement form. By signing this form, each employee acknowledges that he/she has received the policy, understands, and agrees to the provisions of this policy. If a current employee refuses to comply with the provisions of this policy, then that employee will be immediately terminated. All completed forms will be forwarded to the Human Resource Department.
2. **New employees**
Each new employee shall, at the time of hire, be provided with a copy of the policy and the acknowledgement form. The new employee must read the policy and sign the form before being permitted to work.

**F. COMPLIANCE WITH TESTING REQUIREMENTS**

1. **Pre-Employment Drug and Alcohol Testing**
All job applicants identified as final candidates for employment in a safety sensitive position with Effingham County shall sign a statement of understanding and consent for pre-employment drug testing and shall submit to required drug testing procedures.

   a. Failure to sign the consent release form or to submit to drug screening will result in rejection of the applicant.

   b. If the test measurement of the presence of prohibited substances is less than the sensitivity levels established by the National Institute on Drug Abuse, then the candidate will have passed the screening procedures.

   (1) **Prohibited Substances:**
   - Marijuana
   - Opiates/Narcotics
   - Amphetamines
   - Cocaine
   - PCP (hallucinogens)
   - Sedatives
   - Methaqualone
   - Stimulants
   - Benzodiazepines
   - Alcohol
   - Cannabidiol (CBD)

   c. If one or more of the measures equals or exceeds the sensitivity levels, then the candidate will not have passed the screening and will not be offered employment.

   (1) Job candidates rejected for consideration of employment due to the presence of controlled substances may reapply for employment following a twenty-four month waiting period.
2. **Random testing**

All employees of the county in safety sensitive positions will be subject to random, unannounced testing. The selection of employees for random testing will be made using a scientifically valid method, which ensures that each employee will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year. Failure to report to the random testing site may result in disciplinary action up to and including termination. Testing positive during random testing may result in immediate termination.

3. **Employee Assistance Program**

In compliance with state law, if an employee notifies the County Manager of a drug problem and agrees to attend an approved treatment program, that employee will not be terminated solely for drug dependence or use for one year if the employee adheres to the treatment program. This option is available only one time during any five year period. This policy does not prevent the restructuring of an employee’s duties to take the drug dependence into account.

4. **Post Accident testing**

Whenever any employee of the County has been involved in an accident, or receives an injury, alcohol and drug testing shall be conducted within two (2) hours of the accident or when the following incidents occur:

a. Vehicle/equipment damage or bodily injury occurs on public property; or
b. There is a fatality; or
c. Driver is cited with a traffic violation; or
d. There is reasonable suspicion to believe that the employee’s behavior or appearance may indicate alcohol or drug use; or
e. When an employee sustains a work-related injury requiring medical treatment.
5. **Reasonable Suspicion testing**

All County employees may be subject to urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance.

a. A Reasonable Suspicion referral for testing will be made on the basis of documented objective facts and circumstances that are consistent with the short-term effects of substance abuse or alcohol misuse. Situations that may give rise to a conclusion that an employee is under the influence of drugs and/or alcohol include, but are not limited to the following:

   1. An employee is involved in a physical or verbal altercation on the job.
   2. An employee has an excessive number of incidents/accidents on the job.
   3. An employee has an excessive number of sick days off.
   4. An employee exhibits unusual behavior such as slurred speech or unsteady walking or movement on the job, and/or change in behavior.
   5. An employee has an odor of alcohol on his/her person on the job.
   6. An employee is in possession of alcohol or drugs on the job.

b. Department Heads suspecting that an employee is under the influence of drugs and/or alcohol shall immediately report the incident to the Human Resources Department.

c. The determination of whether reasonable suspicion exists shall be made by the Department Head or by the highest-ranking supervisory staff on duty at the time. The facts underlying the determination of reasonable suspicion shall be disclosed to the employee at the time the demand is made to submit to testing.
d. Following the determination that reasonable suspicion exists, the employee’s Department Head or designee shall transport to and from the testing site the employee. If an employee is found to be in violation of these regulations, then following the testing procedure, the person transporting the employee shall make appropriate arrangements to transport the employee home.

e. Department Heads shall be required to document in writing, within the next working day, the specific facts, symptoms or observations that formed the basis for his/her determination that reasonable suspicion existed to warrant the testing of an employee. All documents created in connection with the determination of reasonable suspicion shall be forwarded to the Human Resources Department.

6. **Prescription Drug Use, or Over the Counter Medications, or Cannabidiol (CBD)**

a. An employee using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee’s responsibility to notify the prescribing physician of the duties required by the employee’s position and to ensure that the physician approves the use of the prescription medication while the employee is performing his/her duties. The employee shall be responsible for notifying his or her Department Head of any restrictions that may affect/prevent the safe performance of the required duties, including driving county vehicles.

b. An employee using over the counter medications while on the job shall do so in strict accordance with dispensing information contained with the product. The employee shall be responsible for notifying his or her department Head of any restrictions that may affect/prevent the safe performance of the required duties, including driving county vehicles.

c. An employee using Cannabidiol (CBD) while on the job is in violation of the County’s Substance Abuse Policy.

1. While hemp based CBD is legal in the State of Georgia, it is not regulated by the FDA.
2. Hemp based CBD contains amounts of THC, the psychoactive ingredient in marijuana, and when used can trigger a positive response on a drug test. The amount of THC in the hemp based CBD varies from manufacturer to manufacturer. There exists a possibility of testing positive on a drug test while using hemp based CBD.

ad. An employee or job applicant shall, at the time of testing, provide a list of those prescriptions and over-the-counter medications that he/she has recently used. The list of medications shall be kept confidential until there has been a test result. The list of medications shall be disclosed only to the medical review officials who will determine whether the positive result was due to the lawful use of any of the listed medications.

7. Testing Procedures
All testing procedures shall be administered and accounted for by an approved laboratory and/or medical facility that are operated in compliance with the National Institute of Drug Abuse (NIDA) Guidelines. These procedures and guidelines shall be available for inspection by contacting the Human Resources Department.

a. All NIDA urine drug-testing specimens must be collected as “split” specimens, which mean that one urine specimen will be divided into two (2) separately sealed specimen bottles for submission to the laboratory.

b. Whenever an initial test is found to be positive, an automatic confirmation test will be performed. If result is positive, then that employee has 72 hours to request from the medical review officer that the split sample be sent to a second lab for testing.

c. If the second portion of the sample also tests positive, then the employee may be terminated. Notification of Termination shall be by certified letter from the Human Resources Department within two working days of the test result. If the second portion produces a negative result, or for any reason the second portion is not available, the test is considered negative and no sanctions shall be imposed.

d. If result of an Evidential Breath Test (EBT) is 0.02 or greater, a confirmation test must be conducted within at least 15 minutes, but not more than 20 minutes, after the completion of the initial test.
8. **Confidentiality of Test Result**
All information from an employee’s or job applicant’s drug and alcohol test shall be confidential and only available to the management and the Human Resources Department. Disclosure of test results to any other person, agency, or organization shall be prohibited unless written authorization is obtained from the employee, job applicant, or by court order or subpoena. The results of a positive drug or alcohol test shall not be released until the results are confirmed.

9. **Disciplinary and Termination Policy**
An employee found to be in violation of the Substance Abuse Policy is engaged in misconduct. The employee may be subject to immediate dismissal. As a condition of continued employment, the employee may at his/her own expense be required to participate in and successfully complete drug or alcohol abuse counseling, or a rehabilitation program, if necessary.

a. **Immediate Termination** - The following reasons shall be grounds for immediate termination of an employee:

   (1) Distributing controlled substances while on the job.

   (2) Operating a County vehicle while under the influence of drugs and/or alcohol.

   (3) Felony conviction for violation of drug laws.

   (4) Testing positive for drugs or alcohol under the provisions of this policy.

   (5) Refusal to submit to a drug test required by the provisions of this policy.

   (6) Failure to disclose a drug problem

   (7) Failure to participate in a random drug monitoring program.
Staff Report

Subject: Human Resources Standards of Practice 5.07 – Jury Duty
Author: Vicki Dunn, Human Resources Director
Department: Human Resources
Meeting Date: November 3, 2020
Item Description: Revision of Human Resources Standards of Practice 5.07 - Jury Duty

Summary Recommendation
Staff is requesting a revision of Human Resources Standards of Practice 5.07 – Jury Duty to allow for the use of paid administrative leave for employees that work 24 hours shifts. Staff is also requesting employees be allowed to keep the daily Jury Duty pay without a reduction in their regular wages.

Executive Summary/Background
The original policy does not account for the use of Paid Time Off for our employees that may be called to Jury Duty and work 24 hours shifts. The revision requested would allow any employee that works a 24 hours shift to use paid Administrative Leave for any hours outside of the paid 8 hours for Jury Duty they would need in order to serve and be paid for the 24 hours. We currently require our 24 hour shift employees to use their Paid Time Off to be paid for the hours missed when serving on Jury Duty.

Employees serving on Jury Duty are required to turn over their pay check for the Jury Duty to Human Resources and/or Finance. This revision is asking that the employee be allowed to keep the Jury Duty check and not have the amount deducted from their regular wages.

Alternatives for Commissioners to Consider
1. Approve implementation for HR Standards of Practice 5.07 – Jury Duty
2. Disapprove revision to HR Standards of Practice 5.07 – Jury Duty
3. Approve use of Administrative Leave for 24 hour shift employees, disapprove employee keeping the payment for Jury Duty.
4. Disapprove the use of Administrative Leave for 24 hour shift employees, approve employee keeping the payment for Jury Duty.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: None

Department Review: County Manager, County Attorney and ACCG HR Attorney

Funding Source: Additional funding may be required depending on number of employees called to Jury Duty and length of Jury Duty. Funding would come from General Fund account and would require a budget amendment.

Attachments:
1. Human Resources Standards of Practice 5.07 – Jury Duty
A. STANDARD

Serving on a jury, when called, is a civic duty and, as such, is fully recognized and supported by the County. This policy governs the amount of time off, and the method of payment while serving on jury duty. Employee absences due to other types of required attendance at judicial proceedings will not be paid.

B. ELIGIBILITY

1. All full-time and part-time regular employees are eligible for approved time off and payment for absences due to jury duty as outlined by this policy.

2. Temporary employees are eligible for unpaid time off for jury service as required by the court.

C. GUIDELINES AND PROCEDURES

It is the employee’s responsibility to notify the appropriate Department Head as soon as formal notice regarding jury duty is received.

1. The employee shall provide the Department Head with the original subpoena / order to report for jury empanelment / duty, so that a copy may be forwarded to the Human Resources Department. The Department Head must then make arrangements for coverage during the employee’s absence.

2. The employee must notify his/her Department Head if selected to serve jury duty.

3. The employee is expected to report to work after court services if two (2) or more hours of the employee’s regularly scheduled shift remains. Employees who fail
C. GUIDELINES AND PROCEDURES Continued:

to report to work in this instance will be ineligible to receive pay for the time the employee failed to return to work.

a.1. Employees that work a 24 hour shift and are selected to serve on Jury Duty and are scheduled to work the 24 hours prior to the Jury Duty may take paid Administrative Leave for the last 12 hours of their shift.

b.2. If an employee works a 24 hour shift and is scheduled for multiple days of jury duty, the employee may be given Administrative leave for the time missed on their shift, if more than 8 hours.

4. When the period of jury duty/empanelment obligation ends, the employee must give to the appropriate Department Head all attendance slips from the court verifying the employee's actual dates and time of service. This information shall be placed in the employee's personnel file. This information, or a copy of the information shall be forwarded to the Human Resources Office and placed in the employee’s personnel file.

5. The County shall pay a maximum of eight (8) hours for each day served on jury duty. The employee must sign and release jury duty check to the Human Resources Department. The employee must sign and release jury duty check to the Human Resources Department. The employee will be allowed to keep the payment for Jury Duty and will not have their regular wages reduced to compensate for the money earned for Jury Duty.
Staff Report

Subject: Revision of Effingham County Human Resources Standards of Practice 6.09, Political Activity
Author: Vicki Dunn, Human Resources Director
Department: Human Resources
Meeting Date: November 3, 2020
Item Description: Revision of HR Standards of Practice 6.09, Political Activity

Summary Recommendation:
Staff is requesting to amend the current HR Standards of Practice 6.09, Political Activity to allow County employees to run for elected office and maintain their employment with the County.

Executive Summary/Background
Human Resources Standards of Practice 6.09, Political Activity states anyone who works as an employee of the Effingham County Board of Commissioners and qualifies to run for an elected office must resign from County employment as of the date of qualification. A review of applicable Georgia Code, Qualifications and Disqualifications for Holding State or County Elective Office in Georgia, published by the Secretary of State’s Office and the Handbook for Georgia County Commissioners, it was determined there are no restrictions on county employees keeping their jobs while seeking elective office. Staff is requesting to amend the policy to allow County employees to run for political office and keep their County job. The amendment further states the County employee could not run for political office in the department where they work, nor could they seek elective office if the incumbent is running for the office again. The employee will be required to resign from their county position when/if elected.

This policy has been reviewed and approved as true to form by the County Attorney and has been reviewed and approved by the ACCG HR Attorney.

Alternatives for Commission to Consider
1. Approve the revised policy to allow County employees to keep their county job while running for political office.
2. Disapprove the revision and provide guidance to staff.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives:
1. Make no changes to current policy

Department Review: County Manager, County Attorney and ACCG HR Attorney

Funding Source: No funding impact

Attachments:
1. Revised HR Standards of Practice 6.09 – Political Activity
Standards of Practice:

Section 6.09

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<td>Supersedes Policy Dated:</td>
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<td>Approved By Effingham County Board of Commissioners</td>
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6.09 - POLITICAL ACTIVITY

A. STANDARD

Service provided to public customers by County employees shall be delivered without regard to political party or affiliation. To further protect the public trust, no employee shall use his/her County employment position to advocate or oppose the candidacy of any individual. No County employee shall hold a County elective office. No County employee shall coerce, command, or advise any other County employee or officer to contribute anything of value to any person or party for political purposes.

B. PRACTICE GUIDELINES

1. An employee may participate in political activities at other levels of government (City/State/Federal), provided that such participation is at no time engaged in during working hours or while wearing a County uniform, and provided such participation does not adversely affect performance as a County employee.

2. An employee who qualifies for elective office at the County level shall resign in writing from County service effective the date of qualification. May continue as a County employee provided they do not work as an employee of the elective office they are seeking and the elective office is an open election, i.e., the incumbent is not running for re-election. The employee will be required to resign from their county position upon election.

3. Nothing in this section shall be construed to prevent employees from becoming or continuing to be members of any political party, club or organization, attending political meetings, expressing their views in private on political matters outside working hours, and off County premises, or voting with complete freedom in any elections.
Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 3, 2020
Item Description: Ansgarhay, LLC requests to rezone 8 acres of a 72.15 acre parcel from AR-1 to I-1 for a surface mine, accessed from Godley Road.

Map# 419 Parcel #1A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 8 acres of a 72.15 acre parcel from AR-1 to I-1 for a surface mine, with conditions.

Executive Summary
- Pursuant to Appendix C, Article III, Section 3.17.3 of the Code of Ordinances, excavation activity that requires a state mining permit must be located within the I-1 zoning district.
- The applicant plans to operate a surface mine on land that is located in both Chatham and Effingham counties. Portions of the 72.15 acre parcel are situated in both District 1 and District 2. The 8 acre portion to be rezoned in Effingham County is located in District 2, and will access Godley Road in District 1.

Background
At the October 20 Board of Commissioners' meeting, Commissioners approved the first reading with Planning Board and staff recommendations (#1-14 below), and one additional recommendation (#15 below)

1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
2. Development shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
3. Business operator meets the requirements of Chapter 74 – Traffic, Sec. 74-8

Designated Truck Routes.
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.
6. The subdivision plat must be approved by the Zoning Administrator.
7. The applicant shall notify the Zoning Administrator at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, a minor recombination subdivision plat shall be submitted to the County and the zoning of the property shall revert to AR-1.
8. Entrance drive/road into surface mine property is to be paved from edge of existing road (paved or unpaved) to County right of way or to radius point. Pavement is to be at minimum 8" thick graded aggregate base course with 3" thick asphalt surface course.
9. Pavement section is to be 24 ft minimum width at County right of way, with a 30 ft radius on each side.
   a. Figure 1 of this section illustrates the surface mine entrance road requirements.
10. A driveway culvert is to be installed if the right of way contains a roadside ditch or drainage swale, to allow for the continuation of drainage control along the right of way.

11. The surface mine operator must install a sign facing the County road. The sign will include the following information:
   a. Surface mine company name
   b. Surface mine company phone number
   c. Surface mine’s EPD permit number

12. “Trucks Entering Road” signs are also to be installed at locations to be determined by the County Engineer. A “Stop” sign is to be placed in the right of way to control trucks entering a County road from the surface mine operation.

13. Surface mine operator to maintain and keep clean the paved section within the County right of way, and the immediate area of the County road at the surface mine entrance.

14. Access into the surface mine property is to be secured with a locked gate that prevents access during non-business hours.

15. There will be no trucks entering or exiting the surface mine on any road in Effingham County. Access to the surface mine is limited to the easement in Chatham County.

Alternatives for Commission to Consider

1. **Approve** Second Reading to rezone 8 acres of a 72.15 acre parcel from AR-1 to I-1 for a surface mine, with the conditions stated at the October 20, 2020 meeting:
2. **Deny** the request to rezone 8 acres of 72.15 acre parcel from AR-1 to I-1 for a surface mine.

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:
1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 419-1A
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 419-1A
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, ANSGARHAY, LLC, has filed an application to rezone eight (8.0) +/- acres; from AR-1 to I-1 for a surface mine; map and parcel number 419-1A, located in the 2nd commissioner district, and
WHEREAS, a public hearing was held on October 20, 2020 and notice of said hearing having been published in the Effingham County Herald on September 30, 2020; and
WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 9, 2020; and

IT IS HEREBY ORDAINED THAT eight (8.0) +/- acres; map and parcel number 419-1A, located in the 2nd commissioner district, is rezoned from AR-1 to I-1 with the following stipulations:

1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
2. Development shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands.
3. Business operator meets the requirements of Chapter 74 – Traffic, Sec. 74-8 Designated Truck Routes.
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.
6. The subdivision plat must be approved by the Zoning Administrator.
7. The applicant shall notify the Zoning Administrator at the time of final reclamation of the borrow pit and close out of this mining operation and, upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, a minor recombination subdivision plat shall be submitted to the County and the zoning of the property shall revert to AR-1.
8. Entrance drive/road into surface mine property is to be paved from edge of existing road (paved or unpaved) to County right of way or to radius point. Pavement is to be at minimum 8” thick graded aggregate base course with 3” thick asphalt surface course.
9. Pavement section is to be 24 ft minimum width at County right of way, with a 30 ft radius on each side.
   a. Figure 1 of this section illustrates the surface mine entrance road requirements.
10. A driveway culvert is to be installed if the right of way contains a roadside ditch or drainage swale, to allow for the continuation of drainage control along the right of way.

11. The surface mine operator must install a sign facing the County road. The sign will include the following information:
   a. Surface mine company name
   b. Surface mine company phone number
   c. Surface mine’s EPD permit number

12. “Trucks Entering Road” signs are also to be installed at locations to be determined by the County Engineer. A “Stop” sign is to be placed in the right of way to control trucks entering a County road from the surface mine operation.

13. Surface mine operator to maintain and keep clean the paved section within the County right of way, and the immediate area of the County road at the surface mine entrance.

14. Access into the surface mine property is to be secured with a locked gate that prevents access during non-business hours.

15. No trucks shall enter or exit the surface mine on any road in Effingham County. Access to the surface mine shall be limited to the easement in Chatham County.

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

This _____ day of _____________, 20_____
Staff Report

Subject: Speed Limit Reduction on Rahn Station Road @ Hwy21
Author: Charles George, P.E., County Engineer
Department: Engineering
Meeting Date: November 3, 2020
Item Description: Consideration to approve the Second Reading of a Speed Zone Ordinance to reduce the existing vehicular speed limit on Rahn Station Road, as it approaches Hwy 21, from 55 MPH to 45 MPH

Background: The approach to the Hwy 21 intersection on Rahn Station Road is currently 55 MPH. Due to the pending project of a Love’s Truck Stop at the northwest corner of the intersection, the applicant performed a Traffic Study for the purposes of analyzing the safe ingress and egress of traffic at the site. The study recommended a reduction of the existing speed limit on Rahn Station Road as it approaches Hwy 21 to more safely address the entering and exiting of trucks at the facility with the vehicular traffic on Rahn Station Road. County staff has provided the documentation of the speed limit reduction to the Effingham County’s Sheriff’s office and have received their concurrence with this reduction.

Summary Recommendation: County Engineering recommends approval of the speed limit reduction from 55 MPH to 45 MPH as recommended by the Applicant’s traffic study findings. The Applicant will be responsible for the installation of the speed reduction signage on the road in accordance with the County requirements.

Alternatives for Commission to Consider
1. Approve the Staff Recommendation for Approval of the speed limit reduction
2. Reject the Staff’s recommendation

Recommended Alternative: Approve Alternate 1

Other Alternatives: None

Department Review: Engineering
Funding Source: none

Attachments:
1. Speed Limit Reduction Request
2. Traffic Study
3. Exhibit indicating speed limit reduction area
STATE OF GEORGIA
COUNTY OF EFFINGHAM

SPEED ZONE ORDINANCE

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

Pursuant to Official Code of Georgia Annotated §40-6-183 concerning Local Authorities’ power to alter speed limits, the following ordinance regulating speed limits within the County of Effingham, Georgia is adopted.

Be it ordained that the following speed zone is established:

Rahn Station Road
- Reduction of speed limit from the existing 50 MPH to 45 MPH at the approach to the Hwy 21 intersection.

Signs to be erected by Effingham County.

Be it ordained that any person convicted of a violation of the Ordinance shall be punished as provided by law.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

This Ordinance shall become effective when appropriate signs are erected.

This ________ day of __________, 2020

__________________________
Wesley M. Corbitt, Chairman
Effingham County Board of Commissioners

ATTEST:

__________________________
Stephanie D. Johnson, County Clerk

First Reading Approved ______________

Second Reading Approved ____________
August 27, 2020

Effingham County Development Services
601 N. Laurel Street
Springfield, GA 31329
Attn: Mr. Charlie George
Development Services Director/Engineer

Re: Love’s Travel Stops & Country Stores – Speed Limit Reduction Request
CEG Project # 2019005.00

Dear Mr. George,

As recommended in the traffic Impact Study (previously submitted) prepared by Kimley-Horn, dated June 24, 2020, we respectfully request approval to reduce the speed limit from 55 mph as currently posted to 40 mph within the limits shown on the attached map. If approved, Love’s will install the required speed reduction signage during construction.

The request is due to the transition from rural into a more urban type environment along with the approach to the major intersection of GA 21 and to ensure the safe egress and ingress of traffic at the development’s site driveways.

During Love’s construction a portion of Rahn Station Road will be reconstructed utilizing the pavement design required to support the expected semi-truck traffic. Rahn Station Road will also be widened to include 4-foot-wide paved shoulders and right turn lanes at the two proposed driveways. The Rahn Station Road improvements will be submitted to you for approval once plans are completed. Construction will also improve the radii at the intersection of Rahn Station Road and GA 21 to allow semi-truck turning movements and to prevent truck off-tracking the pavement. The GA 21 intersection improvements will be submitted to GDOT for approval. I’ve included conceptual plans of the proposed improvements for reference.

We appreciate your consideration in this matter. Should you have any questions or concerns, please do not hesitate to call my office to discuss.

Sincerely,

Stacy A. Pippin
Chipola Engineering Group, Inc.
Phone (850) 372-4045
Cell (850) 933-1219
spippin@chipolaeg.com

P:\M2019005.00 [Springfield]\Documents\Love's Speed Reduction Request.docx
TRAFFIC IMPACT STUDY

Love’s Travel Stop and Country Store
SPRINGFIELD, GEORGIA

Prepared for:
Love’s Travel Stops & County Stores, Inc.
SEPTEMBER 2020

Prepared By:
KimleyHorn
TRAFFIC IMPACT STUDY

Love’s Travel Stop and Country Store
SPRINGFIELD, GEORGIA

Prepared for:
Love’s Travel Stops & County Stores, Inc.
SEPTEMBER 2020

Prepared By:
Kimley-Horn

Ryan S. Wetherell, PE
Georgia License Number PE42958
Kimley-Horn and Associates, Inc.
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801
407.890.1511 tel

Date: August 1, 2020
EXECUTIVE SUMMARY

This Traffic Impact Study has been performed for the proposed development, Love’s Travel Stop, located along Georgia State Route (GA) 21, northwest of the intersection with Rahn Station Road/Ebenezer Road in Springfield, Georgia.

The proposed development will consist of a Love’s Country Store and interior restaurant with ten (10) standard fueling positions, a fast food restaurant with drive-through, and six (6) truck bays for fueling. A project site plan is included in Appendix A. The proposed development is expected to be completed and fully operational by year 2021.

The intersection of GA 21 and Progress Drive is below an acceptable Level of Service (LOS F) during both the AM and PM peak hour for eastbound stop-controlled approach for both AM and PM in the existing, background, and build conditions. It is not uncommon for elevated levels of delay to be experienced during peak conditions at stop-controlled intersections and signalization or other operation improvements not be warranted. The delay occurs during the existing and background conditions; however, based on the width of the median there is adequate space for vehicles to make a two-stage crossing maneuver. A peak hour signal analysis was conducted for this intersection and a signal is not warranted. All other intersections are anticipated to operate at an acceptable LOS during both the AM and PM peak hour at project buildout in year 2021.

A left-turn lane warrant evaluation was conducted for Driveway #2 and #3, since Driveway #1 is right-turn only ingress and egress, and a dedicated left-turn lane is not warranted for either. A right-turn lane warrant evaluation was conducted for Driveways #1, #2, and #3 and a right-turn lane is warranted for Driveways #1 and #2. The analysis determined that right-turn lanes of 300 feet are warranted for each at a posted speed limit of 55 mph. In addition, per GDOT’s Regulations for Driveway and Encroachment Control, a minimum driveway spacing of 350 feet is required with a posted speed limit of 55 mph.

However, due to the transition from rural into a more urban type environment along with the approach to the major intersection of GA 21, it is recommended that the speed limit be reduced along Rahn Station Road to a maximum of 45 mph to ensure the safe egress and ingress of traffic at the development’s site driveways. Should the County allow the reduction of the speed limit along this section of Rahn Station Road, the warrants and configurations for the turn lanes will be reevaluated.
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INTRODUCTION

Purpose of Study

The purpose of this Traffic Impact Study is to determine the potential future impact of the proposed development at project buildout on the roadway network including the forecasted traffic operations at study area intersections. This study investigates the impacts of the development to determine if the site and surrounding roadway facilities will be able to accommodate the increase in traffic at project buildout with the existing roadway conditions. Based upon this evaluation, recommendations may be developed to mitigate the impacts of the development if the existing roadway network cannot adequately accommodate future traffic conditions.

Study Methodology

This Traffic Impact Study consists of data collection, trip generation, distribution, and assignment, analyses of the study intersections with and without development, and the development of recommendations to mitigate the impacts of the development on the study area roadway network.

Development Information

The proposed development analyzed in this Traffic Impact Study, located in Springfield, Georgia, is along Georgia State Route (GA) 21, northwest of the intersection with Rahn Station Road/Ebenezer Road. The proposed development is anticipated to be completed and fully operational by 2021. The project location is depicted in Figures 1 and 2.

Scoping Methodology Coordination

The methodology for this Traffic Impact Study is consistent with the Highway Capacity Manual (HCM) and with guidance received from coordination with GDOT staff.

Site Access

The proposed development will utilize one (1) driveway located along GA 21 and two (2) driveways located along Rahn Station Drive. Driveway #1 will be utilized for heavy vehicles, right-turning ingress and egress. Driveway #2 will be utilized for passenger vehicles ingress and egress. Driveway #3 will be utilized for heavy vehicles both ingress and egress. The proposed site plan for the development is provided in Appendix A.
Study Area

The study area was determined through coordination with GDOT staff. The two (2) study intersections and existing traffic controls are summarized in Table 1.

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Existing Traffic Control</th>
</tr>
</thead>
<tbody>
<tr>
<td>GA 21 and Progress Drive</td>
<td>Unsignalized</td>
</tr>
<tr>
<td>GA 21 and Rahn Station Drive</td>
<td>Signalized</td>
</tr>
</tbody>
</table>
EXISTING CONDITIONS

Road Network

Roadway geometry and posted speed limits are summarized in Table 2.

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Number of Lanes</th>
<th>Posted Speed Limit (mph)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GA 21</td>
<td>4</td>
<td>55</td>
</tr>
<tr>
<td>Progress Drive</td>
<td>2</td>
<td>30'</td>
</tr>
<tr>
<td>Rehn Station Road/Ebenezer Road</td>
<td>2</td>
<td>55</td>
</tr>
</tbody>
</table>

*Speed Limit for urban district road per Georgia standards.

All ingress movements at project driveways operate free of traffic control along GA 21 and Rehn Station Road. Egress movements for Driveway #1 are right-turning yield-controlled and Driveway #2 and #3 are stop-controlled in the buildout condition. Sidewalks and crosswalks are not present along GA 21 within the vicinity of the site.

Traffic Data

Annual Average Daily Traffic (AADT) volumes were obtained from the GDOT Traffic Analysis and Data Application website along roads in proximity to the proposed development. The last five (5) years of data were used to determine the annual growth of the traffic. Growth rates were calculated for five (5) GDOT count stations surrounding the study area, varying from -3.4% to 4.4%. The count stations closest to the site along GA 21 showed 4.0% growth over the last five (5) years which was then chosen to be used as the growth rate.

Turning Movement Counts (TMCs) were collected on Tuesday, February 11, 2020 at each of the existing study intersections. The volumes were collected in 15-minute intervals during the AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) peak periods.

Intersection peak hours are summarized in Table 3.

<table>
<thead>
<tr>
<th>Intersection</th>
<th>AM Peak Hour</th>
<th>PM Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>GA 21 and Progress Drive</td>
<td>7:15 – 8:15</td>
<td>4:00 – 5:00</td>
</tr>
<tr>
<td>Georgia State Route 21 and Rehn Station Road/Ebenezer Road</td>
<td>7:15 – 8:15</td>
<td>4:00 – 5:00</td>
</tr>
</tbody>
</table>

The existing intersection geometry is documented in Figure 3, and the existing 2020 peak hour traffic volumes are included in Figure 4. The peak hour turning movement counts are provided in Appendix B.
The background 2021 conditions are defined as the forecasted traffic conditions on the roadway network in year 2021, without the proposed development, including background traffic growth.

**Background Traffic Growth**

The proposed development is scheduled for completion in year 2021. To determine an appropriate growth rate for the study area, historical traffic data from the GDOT count sites were used to evaluate historic traffic trends and population estimates from the United States Census Bureau were used to evaluate the percent change in the population of the area. A resulting annual growth rate of 4.0% was applied to the existing traffic volumes to take into consideration traffic from any future development. No other specific approved background developments were included in the analysis for this study.

The background 2021 peak hour traffic volumes are included in Figure 6.
PROJECT TRAFFIC

Project traffic used in this analysis is defined as the net new external vehicle trips expected to be generated by the proposed development distributed onto the study area roadway network. The anticipated traffic associated with the proposed development was forecasted using trip generation, trip distribution, and trip assignment.

Trip Generation

The proposed development will consist of a Love's Country Store and interior restaurant with ten (10) standard fueling positions, a fast food restaurant with drive-through, and six (6) truck bays for fueling. Traffic expected to be generated by the proposed development was calculated using rates provided in the *Trip Generation Manual, 10th Edition*, published by the Institute of Transportation Engineers (ITE). These calculations result in the gross trips generated by the site prior to reductions.

Internal capture represents the concept that trips generated by individual land uses within a site may remain internal to the site. Internal capture trip reductions were applied according to the ITE *Trip Generation Handbook, 3rd Edition*. Total internal capture trip reduction between the twenty-four (24) fueling positions and the fast food restaurants is expected to be 17.0% for the weekday, 13.1% during the AM peak hour and 17.7% during the PM peak hour.

A pass-by trip occurs when a proposed development attracts traffic that is already traveling on a roadway adjacent to the site. The volume associated with the pass-by trips is removed from the through movement and reflected in the appropriate turn movement volume. The standard fueling positions and truck bays, as well as the fast food restaurant land use, were considered for a reduction due to the pass-by concept. The pass-by reduction was taken according to the ITE *Trip Generation Handbook, 3rd Edition*. The pass-by percentage for the refueling portion of the development is 62% during the AM peak hour and 56% during the PM peak hour. The pass-by percentages for fast food with a drive-through restaurant of the development is 49% during the AM peak hour and 50% during the PM peak hour. The pass-by trip reduction was capped at 10% of the adjacent street traffic during the background condition.

A diverted trip occurs when trips along an adjacent facility divert to the roadway that contains the site driveway(s). The diverted trip will exit the site, return to the adjacent facility and continue in the same travel direction as prior to diversion. Diverted trips are often difficult to identify due to travel routes of the diverted trips not being clearly established; therefore, the diverted trips are treated as primary trips within the study area of the traffic impact study.

Daily, AM peak hour, and PM peak hour trips for the proposed development were calculated and are summarized in Table 4.
Table 4: Trip Generation

<table>
<thead>
<tr>
<th>Land Use</th>
<th>ITE Code</th>
<th>Daily Trips</th>
<th>AM Peak Hour Trips</th>
<th>PM Peak Hour Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>Enter</td>
</tr>
<tr>
<td>Gasoline/Service Station with Convenience Market (16 positions)</td>
<td>945</td>
<td>3,286</td>
<td>200</td>
<td>102</td>
</tr>
<tr>
<td>Fast-Food Restaurant with Drive-Through Window (3,000 SF)</td>
<td>934</td>
<td>1,413</td>
<td>120</td>
<td>61</td>
</tr>
<tr>
<td>Gross Trips</td>
<td></td>
<td>4,699</td>
<td>320</td>
<td>163</td>
</tr>
<tr>
<td>Internal Capture Reduction</td>
<td>-946</td>
<td>-42</td>
<td>-21</td>
<td>-21</td>
</tr>
<tr>
<td>Driveway Volumes</td>
<td>3,753</td>
<td>278</td>
<td>142</td>
<td>136</td>
</tr>
<tr>
<td>Pass-By Reduction</td>
<td>-2,045</td>
<td>-16</td>
<td>-8</td>
<td>-8</td>
</tr>
<tr>
<td>Net New External Trips</td>
<td>1,708</td>
<td>262</td>
<td>134</td>
<td>128</td>
</tr>
</tbody>
</table>

Trip Distribution and Assignment

Distribution of project traffic was determined based on the assumed traffic patterns along the study area roadway network. The trips were split between heavy vehicle trips and passenger car trips. Using a previous traffic analysis at an existing travel stop location, the mode split of 35% heavy vehicle trips and 65% passenger car trips was applied to the driveway volumes and new trips. Pass-By Reduction was capped at 10% of adjacent street traffic for the AM and PM peak hours.

The trip distribution for heavy vehicles and passenger cars is illustrated in Figure 6 and Figure 7, respectively. Project trips associated with the proposed development are summarized in Figure 8.

Worksheets that illustrate the trip generation for the proposed development and the volume worksheets for each of the study intersections are provided in Appendix C.
FUTURE CONDITIONS

The future 2021 conditions are defined as the forecasted traffic conditions on the roadway network in the year 2021 with the proposed development. This includes background traffic growth, which accounts for traffic associated with other planned or approved private developments, as well as trips generated by the proposed development.

The future 2021 peak hour traffic volumes are shown in Figure 9.

Turn-Lane Evaluations

In accounting for the variation in length between heavy vehicles and passenger vehicles, a factor of 2.5 was applied to the heavy vehicle volumes utilized in the turn-lane length evaluations to represent a passenger car equivalent.

Criteria for examining left and right-turn lane requirements is provided in the NCHRP Report 457 Evaluating Intersection Improvements – An Engineering Study Guide. A left-turn lane warrant evaluation was conducted for Driveway #2 and #3 and a dedicated left-turn lane is not warranted for either. A right turn-lane warrant evaluation was conducted for Driveways #1, #2, and #3 and a right-turn lane is warranted for Driveways #1 and #2. The analysis determined that right-turn lanes of 360 feet are warranted for each at a posted speed limit of 55 mph. In addition, per GDOT’s Regulations for Driveway and Encroachment Control, a minimum driveway spacing of 350 feet is required with a posted speed limit of 55 mph.

However, due to the transition from rural into a more urban type environment along with the approach to the major intersection of GA 21, it is recommended that the speed limit be reduced along Rahn Station Road to a maximum of 45 mph to ensure the safe egress and ingress of traffic at the development. Should the County allow the reduction of the speed limit along this section of Rahn Station Road, the warrants and configurations for the turn lanes will be reevaluated.

Turn-lane evaluations can be found in Appendix D.
CAPACITY ANALYSIS

Highway Capacity Manual (HCM) Methodology

The Highway Capacity Manual (HCM) 2010 provides insight and guidance on control delay, level of service (LOS), signalized intersection LOS, and unsignalized intersection LOS.

Control Delay:

"Control delay – the delay brought about by the presence of a traffic control device – is the principal service measure in the HCM for evaluating LOS at signalized and unsignalized intersections. Control delay includes delay associated with vehicles slowing in advance of an intersection, the time spent stopped on an intersection approach, the time spent as vehicles move up in the queue, and the time needed for vehicles to accelerate to their desired speed." (Source: HCM 2010, Chapter 4)

LOS:

"LOS is a quantitative stratification of a performance measure or measures that represent quality of service. The measures used to determine LOS for transportation system elements are called service measures. The HCM defines six levels of service, ranging from A to F, for each service measure, or for the output from a mathematical model based on multiple performance measures. LOS A represents the best operating conditions from the traveler's perspective and LOS F the worst. For cost, environmental impact, and other reasons, roadways are not typically designed to provide LOS A conditions during peak periods, but rather some lower LOS that reflects a balance between the individual travelers' desires and society's desires and financial resources. Nevertheless, during low-volume periods of the day, a system element may operate at LOS A." (Source: HCM 2010, Chapter 5).

Signalized Intersection LOS:

The control delay per vehicle is used as criteria for signalized intersections. The control delay is determined for each approach lane and is aggregated to determine the approach LOS. The approach control delays are aggregated to determine the overall intersection control delay and LOS. For approach-based and intersection assessment, LOS is defined by control delay. The LOS criteria for signalized intersections are summarized in Table 5.

<table>
<thead>
<tr>
<th>Control Delay (s/veh)</th>
<th>LOS by Volume-to-Capacity Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>vlc ≤1.0</td>
</tr>
<tr>
<td>≤ 10</td>
<td>A</td>
</tr>
<tr>
<td>&gt; 10 – 20</td>
<td>B</td>
</tr>
<tr>
<td>&gt; 20 – 35</td>
<td>C</td>
</tr>
<tr>
<td>&gt; 35 – 65</td>
<td>D</td>
</tr>
<tr>
<td>&gt; 65 – 80</td>
<td>E</td>
</tr>
<tr>
<td>&gt; 80</td>
<td>F</td>
</tr>
</tbody>
</table>

Source: Highway Capacity Manual version 6, Chapter 19
Unsignalized (two-way stop-controlled) Intersection LOS:

- For motor vehicles, LOS is determined for each minor-street movement (or shared movement) as well as the major-street left-turns. LOS is not defined for the intersection as a whole or for major-street approaches.
- The LOS criteria for unsignalized intersections are somewhat different from the criteria for signalized intersections, primarily because user perceptions differ among transportation facility types. The expectation is that a signalized intersection is designed to carry higher traffic volumes and will present greater delay than an unsignalized intersection. Unsignalized intersections are also associated with more uncertainty for users, as delays are less predictable than they are at signals, which can reduce users’ delay tolerance.

The LOS criteria for unsignalized intersections are summarized in Table 6.

<table>
<thead>
<tr>
<th>Control Delay (s/veh)</th>
<th>LOS by Volume-to-Capacity Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>vlc ≤1.0</td>
</tr>
<tr>
<td>0-10</td>
<td>A</td>
</tr>
<tr>
<td>&gt; 10–15</td>
<td>B</td>
</tr>
<tr>
<td>&gt; 15–25</td>
<td>C</td>
</tr>
<tr>
<td>&gt; 25–35</td>
<td>D</td>
</tr>
<tr>
<td>&gt; 35–50</td>
<td>E</td>
</tr>
<tr>
<td>&gt; 50</td>
<td>F</td>
</tr>
</tbody>
</table>

Source: Highway Capacity Manual version 6, Chapter 20

For existing roadways, municipalities typically consider LOS A through LOS D as the range of acceptable overall intersection operations, while LOS E and LOS F are generally considered unacceptable. Roadway laneage, traffic signalization, or other improvements are sometimes required at those intersections which operate within the range of unacceptable LOS.
**Intersection Analysis**

The operating conditions were analyzed for the weekday AM and PM peak hours using the Synchro 10 software, which uses the methodologies contained in the HCM 6th Edition. The following intersections were analyzed:

- GA 21 and Progress Drive
- GA 21 and Rahn Station Road/Ebenezer Road
- GA 21 and Driveway #1
- Rahn Station Road and Driveway #2
- Rahn Station Road and Driveway #3

Intersection capacity analyses were conducted for the following conditions within the study area:

- Existing 2020 Conditions (AM & PM)
- Background 2021 Conditions (AM & PM)
- Future 2021 Conditions (AM & PM)

The intersection of GA 21 and Progress Drive is below an acceptable LOS during both the AM and PM peak hour for eastbound stop-controlled approach for both AM and PM in the existing, background, and future conditions. It is not uncommon for elevated levels of delay to be experienced during peak conditions at stop-controlled intersections and signalization or other operation improvements not be warranted. The delay occurs during the existing and background conditions; however, based on the width of the median there is adequate space for vehicles to make a two-stage crossing maneuver. A peak hour signal analysis was conducted for this intersection and a signal is not warranted. The signal analysis can be found in Appendix D.

All other intersections are anticipated to operate at an acceptable LOS during both the AM and PM peak hour at project buildout in year 2021. Detailed summaries are available in Appendix E. A summary of the capacity analyses for the AM and PM peak hours are provided in Table 7 and 8, respectively.
### Table 7. Intersection Capacity Analysis Results – AM Peak Hour

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Approach</th>
<th>Existing 2020 Conditions</th>
<th>Background 2021 Conditions</th>
<th>Future* 2021 Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>GA 21 and Progress Drive</td>
<td>Eastbound STOP</td>
<td>F (333.7)</td>
<td>F (429.0)</td>
<td>F (626.7)</td>
</tr>
<tr>
<td></td>
<td>Northbound Left-Turn</td>
<td>B (10.2)</td>
<td>B (10.4)</td>
<td>B (10.7)</td>
</tr>
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*Future 2021 Conditions include recommended improvements as described in the recommendations section below.

### Table 8. Intersection Capacity Analysis Results – PM Peak Hour

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<th>Intersection</th>
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</table>

*Future 2021 Conditions include recommended improvements as described in the recommendations section below.
RECOMMENDATIONS

This Traffic Impact Study was performed for the proposed development, Love’s Travel Stop and Country Store, located in Springfield, Georgia.

The proposed development will consist of a Love’s Country Store and interior restaurant with ten (10) standard fueling positions, a fast food restaurant with drive-through, and six (6) truck bays for fueling. The proposed development is expected to be completed and fully operational by year 2021.

The intersection of GA 21 and Progress Drive is below an acceptable Level of Service (LOS F) during both the AM and PM peak hour for eastbound stop-controlled approach in the existing, background, and build conditions. It is not uncommon for elevated levels of delay to be experienced during peak conditions at stop-controlled intersections and signalization or other operation improvements not be warranted. The delay occurs during the existing and background conditions; however, based on the width of the median there is adequate space for vehicles to make a two-stage crossing maneuver. A peak hour signal analysis was conducted for this intersection and a signal is not warranted. All other intersections are anticipated to operate at an acceptable LOS during both the AM and PM peak hour at project buildout in year 2021.

A left-turn lane warrant evaluation was conducted for Driveway #2 and #3, since Driveway #1 is right-turn only ingress and egress, and a dedicated left-turn lane is not warranted for either. A right turn-lane warrant evaluation was conducted for Driveways #1, #2, and #3 and a right-turn lane is warranted for Driveways #1 and #2. The analysis determined that right-turn lanes of 360 feet are warranted for each at a posted speed limit of 55 mph. In addition, per GDOT’s Regulations for Driveway and Encroachment Control, a minimum driveway spacing of 350 feet is required with a posted speed limit of 55 mph.

However, due to the transition from rural into a more urban type environment along with the approach to the major intersection of GA 21, it is recommended that the speed limit be reduced along Rahn Station Road to a maximum of 45 mph to ensure the safe egress and ingress of traffic at the development. Should the County allow the reduction of the speed limit along this section of Rahn Station Road, the warrants and configurations for the turn lanes will be reevaluated.
Staff Report

Subject: Amendment to Part II, Ch. 14, Article V, Telecommunications Regulations
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 20, 2020
Item Description: Consideration to approve the Second Reading of an amendment to Part II, Chapter 14, Article V - Telecommunications Regulations

Summary Recommendation: Staff has reviewed and updated the Telecommunications Regulations, and recommends approval of the revisions.

Executive Summary/Background:
- Part II, Chapter 14, Article V - Telecommunications Regulations limits telecommunications towers to I-1 and B-2 zoning districts, which results in applications to rezone tower lots to I-1 and B-2 in the Agricultural Residential zoning districts when telecommunications companies seek to place towers based on coverage requirements.
- The resulting zoning changes lead to the appearance of commercial and industrial land uses in the Agricultural Residential zoning districts, which leads to additional requests for commercial and industrial zoning changes nearby.
- To eliminate the problem of incompatible zoning of tower lots in the Agricultural Residential zoning districts, the proposed ordinance will:
  - Add monopole telecommunications towers as a conditional use in the AR-1, AR-2 and B-2 zoning districts.
  - Add self-supporting guyed and lattice telecommunications towers as a conditional use in the AR-1, AR-2, and B-2 zoning districts, and amend the ordinance to allow them by right in the B-3 zoning district.
- The County Attorney has reviewed and approved the ordinance as to form.

Alternatives for Commission to Consider
1 – Approve the Second Reading of an amendment to Part II, Chapter 14, Article V - Telecommunications Regulations
2 – Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

Department Review: Development Services; County Attorney
Funding Source: N/A
Attachments:
1. Article V - Telecommunications Regulations
AMENDMENT TO PART II, CHAPTER 14
ARTICLE V OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND ARTICLE V OF THE EFFINGHAM COUNTY CODE OF
ORDINANCE AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITHT.

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

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

WHEREAS, the existing language in Article V – Telecommunications Regulations limits monopole telecommunications towers to the B-2, B-3, and I-1 zoning districts; limits self-supporting guyed and lattice telecommunications towers to the I-1 zoning district; and, contains inconsistencies and unclear language; and

WHEREAS, the proposed new language will specify requirements for safety standards and design that protect the integrity of the surrounding properties, and ensure sustainability and compatibility with neighborhood characteristics, while enhancing telecommunications service options for the community; and

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

NOW THEREFORE, the Board of Commissioners of Effingham County has revised the existing Ordinance sections regarding the requirements for the location of Telecommunication Towers.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:
Sec. 14-131. - Purposes.

The purpose of this article is to:

1. Provide for the appropriate location and development of communication towers and antennae in such locations as will maximize service levels and promote public safety and general welfare;
2. Minimize adverse visual impacts of towers and antennae through careful design, siting, landscape screening, and innovative camouflage measures;
3. Avoid potential damage to adjacent property from tower failure through engineering and proper siting of tower structures;
4. Encourage the use of existing structures for antenna locations as an alternative to the development of increased single use towers;
5. Promote and maximize the shared-use/colllocation of new and existing towers;
6. Promote the location of new communication towers in areas not zoned for residential use; and
7. Accommodate the increasing demand for the development of towers and wireless telecommunications.

Sec. 14-132. - Definitions.

As used throughout this article, the following terms shall have the meanings indicated in this section:

Abandonment - Any intent to abandon use of a communications tower. If the owners notify the administrator that the use of any communication tower has been discontinued for a period of 180 consecutive days, the tower shall be deemed to have been abandoned.

Administrator - refers to the zoning administrator official of the county Development Services building and zoning department or his or her designee.

Alternative tower structures - shall include, but are not limited to, man-made structures such as clock towers, bell towers, church steeples, water towers, light poles, and similar structures that possess the potential to camouflage or conceal the presence of antennae and towers.

Antennae - shall refer to any exterior apparatus designed for telephonic, radio, or television communications through the sending and/or receiving of electromagnetic waves.

Board of commissioners - shall refer to the county Board of Commissioners.

Breakpoint - shall mean engineer specified section or area of tower designed to break under certain conditions in order to prevent the tower from snapping at the base.

FAA - means the Federal Aviation Administration.

Fall Zone - An area around the tower in which a tower could collapse and fall, calculated as the total height of the tower measured from the base of the tower times 1.2.

FCC - means the Federal Communications Commission.

Front yard - refers to a yard extending across the front of a lot from side lot line to side lot line and lying between the centerline of the abutting street right-of-way and the principal building on the lot.

Grid - means the search area the tower is supposed to serve.
**Guy towers** means a communication tower that is supported, in whole or in part, by guy wires and ground anchors.

**Height** in reference to a tower, antennae or other structure, means the vertical distance of any tower as measured from the bottom of the base of the tower at ground level to the highest point of such tower, including any antennae or other attachments.

**Lattice or self-supporting tower** refers to a communication tower that has open framed supports on three or four sides and is constructed without guy wires and ground anchors.

**Monopole tower** means a communications tower consisting of a single pole, constructed without guy wires or ground anchors.

**Recognized historical area** means districts or locations identified as having historic or architectural significance through an ordinance, guideline, map, listing, or designation by local, state or federal government.

**Residential zoning district** refers to the following districts zoned for residential use: "R-1", "R-2", "R-3", "R-4", and “R-6” zoned districts.

**Telecommunications Towers** shall mean a vertical structure on which is or can be located one or more antennae for the purpose of transmitting or receiving telecommunications as authorized by the FCC.

**Tower farm** shall refer to multiple towers on a single site.

**Tower Lot** An approved platted lot, which is required for the placement of all wireless (including internet), microwave towers, common carrier towers, cellular, television and radio telecommunications towers and other use towers.

Sec. 14-133. - Permitted uses.

(a) Telecommunications facilities are permitted only within the following zoning districts:

1. The attachment of antennae and related equipment to an existing tower or alternative tower structure shall be permitted in all zoning districts; provided, however, that the existing freestanding nonresidential structure other than a tower on which such antenna will be placed is 50 feet in height or greater and the antenna will add no more than 20 feet to the height of said existing structure.

2. Monopole towers shall be permitted as a matter of right within Highway Commercial (B-3) and industrial (I-1) districts, and as a conditional use in the General Commercial (B-2), Agricultural Residential (AR-1), and Agricultural Residential (AR-2) zoning districts.

3. Guyed and lattice towers and tower farms shall be permitted as a matter of right within the Highway Commercial (B-3) and industrial (I-1) zoning districts, and as a conditional use in the General Commercial (B-2), Agricultural Residential (AR-1), and Agricultural Residential (AR-2) zoning districts.

4. Monopole towers may be permitted in planned unit development districts, subject to a finding by the planning board and the board of commissioners that such use is compatible with the approved development plan.

(b) **Conditional Uses.** The standards and procedures for granting and denying a conditional use request in article VII of the county zoning ordinance shall be applicable to this article. In addition to the standards prescribed in said article VII, the following provisions shall govern a conditional use decision:
(1) If the tower or antenna is not a permitted use under subsection (a) above, then a conditional use shall be required for the construction of a tower or the placement of an antenna in specified zoning districts.

(2) In granting a conditional use the board of commissioners may impose conditions to the extent the board of commissioners concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.

(3) Information required. Each applicant requesting a conditional use under this article shall submit a scaled site plan and other supporting drawings, calculations, and other documentation, signed and sealed by appropriate licensed professionals, showing information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, fencing, landscaping, adjacent uses, and other information deemed necessary by the board of commissioners.

(4) Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.

(c) Prohibitions. No new tower shall be permitted unless the applicant adequately demonstrates that neither an existing tower suitable for colocation nor a suitable alternative tower structure is available within the geographic area required to meet the applicant's engineering requirements.

Sec. 14-134. - Development standards.

(a) Structural Design. New Communication towers and increasing size or height to existing towers shall be constructed in accordance with all applicable Building Codes, and shall meet or exceed current standards and regulations of all applicable Federal, State and Local authorities.

(1) Maintenance. To ensure the structural integrity of communication towers, the owner of a communication tower shall be in compliance with all applicable local, state and federal maintenance standards for communication towers.

(b) Setbacks and separations. Telecommunications facilities shall comply with the following standards. However, existing alternative tower structures which are conforming uses within the zoning district in which they are located are exempted from the minimum setback and separation requirements of this section.

(1) Communication tower setbacks must be located at a minimum horizontal distance of 1.2 times the length of the complete tower including the highest antenna, measured from the bottom of the tower to the very top of the highest antenna to an existing structure or property line, or in case of a break-away monopole tower, the setback distance shall be 1.2 times the length of the break-away portion of the monopole type tower. Towers placed inside a Subdivision, within 750’ feet of residence, shall only be a “Monopole type tower” or a Camouflaged Monopole type tower, to blend in with a building or similar or “Monopole Tree tower” that will blend in with the trees in a forested area”.

(2) Guyed and latticed towers shall be a minimum distance of 1,000 feet from any residential structure or public use, excluding street rights-of-way and public access easements.

(3) Guy wires with support anchors are required to meet all setback requirements. Support anchors for guy wires must be protected with a concrete abutment, 2’ x 2’ and at a height of two (2) feet above the finish grade and depth of 2 feet below the ground surface or similar approved by the County Engineer.
(4) Except as otherwise specified in this article, all telecommunications towers and accessory structures and uses shall comply with development setbacks as required by the zoning district in which the tower is to be located.

(5) Telecommunications towers shall not be permitted within a 1,000-foot radius of another telecommunications tower except within tower farms.

(6) Telecommunications towers shall be set back not less than 100 feet from any property line adjacent to a right-of-way or approved access easement.

(7) Building height limitations in the zoning districts in which a telecommunications facility or alternative tower structure is located shall not apply to such facilities and structures; provided, however, sound engineering evidence must demonstrate that proposed tower height is the minimum necessary to achieve parity.

(c) Regulatory compliance

(1) All towers and antennae must meet or exceed current standards and regulations as set forth by the FAA, the FCC and any other agency of the state or federal government with the authority to regulate communication towers and antennae. If said standards and regulations are modified then the owners of the communication towers and antennae governed by this article shall bring such communications towers and antennae into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal or state agency.

(2) Tower owners shall provide documentation showing that each communication tower is in compliance with all federal and state requirements. Evidence of compliance must be submitted every 12 months.

(d) Security. A chain link fence or wall not less than eight (8) feet in height, from finished grade equipped with an appropriate anti-climbing device shall be provided around each communication tower, or the communication center. Access to the tower(s) shall be through a locked gate. Damaged fencing must be repaired or replaced within 30 days from when the damage occurred.

(e) Lighting. No illumination is permitted on an antenna or tower unless required by the FCC, FAA, or other state or federal agency of competent jurisdiction in which case the administrator may review the available lighting alternatives and approve the design that would cause the least disturbance.

(f) Signs and Advertising. Neither the tower nor the tower site shall be used for advertising purposes nor contain any signs for the purpose of advertising. A small sign may be placed on the entrance gate not to exceed four (4) square feet in total area. All signage must be in accordance with Effingham County Ordinances.

(g) Visual impact.

(1) Communication towers shall follow FAA painting requirements or FAA published standards for finish color.

(2) Towers shall be the minimum height necessary to provide parity with existing similar tower supported antenna, and shall be freestanding where the negative visual effects are less than would be created by use of a guyed tower.

(h) Landscaping. Landscaping shall be used to screen the view of the tower compound from adjacent public ways, public property, and residential property and shall consist of the following:

(1) A landscaped buffer area a minimum of ten feet in width shall be maintained around the exterior of the security fencing.
(2) The buffer area is to consist of materials of the evergreen variety which can be expected to grow to form a continuous hedge of at least five feet in height within two years of planting.

(3) Native vegetation on the site shall be preserved to the greatest practical extent. The applicant shall provide a site plan showing existing significant vegetation to be removed, and vegetation to be replanted to replace that which was lost.

(4) Trees and scrubs in the vicinity of the guy wires shall be of a kind that would not exceed 20 feet in height or would not affect the stability of the guys, should they be uprooted, and shall not obscure visibility of the anchor from the transmission building or security facilities and staff/maintenance.

(5) In lieu of these standards, the administrator may allow use of an alternate detailed plan for landscape and screening, however, such plans must be prepared by a registered landscape architect and satisfy the requirements of this subsection, except cases in which lesser requirements are desirable for adequate visibility for security purposes and/or for continued operation of existing bona fide agricultural or forest uses such as farms, nurseries, and tree farms. In certain locations where the visual impact of the tower would be minimal, such as remote agricultural or rural locations or developed heavy industrial areas, the landscaping requirements may be reduced or waived by the administrator.

(i) Principal, accessory, and joint uses.

(1) Accessory structures used in direct support of a tower shall be allowed but not used for offices, vehicle storage, or other outdoor usage. Mobile or immobile equipment not used in direct support of a tower facility shall not be stored or parked on the tower site, unless repairs to the tower and/or related equipment are being made.

(2) Towers may be located on sites containing another principle use in the same buildable area. As long as all of the other siting, setback, separation, and general requirements of this article are met, towers may occupy a parcel meeting the minimum lot size requirements for the zoning district in which it is located. The minimum distance between a tower and other principal use located on the same lot shall be for a monopole or lattice tower the greater of 20 percent of the tower height or 25 feet and for a guy tower the greater of 100 percent breakpoint or 25 feet. If applicant's engineer certifies a fall zone or separation greater than listed above, the engineer's specification governs. The aforementioned separation requirements are required to assure compatibility of land uses and to provide for the health, safety, and welfare of individuals and structures occupying the same site.

(3) Joint use of a site is prohibited when a proposed or existing principal use includes the storage, distribution, or sale of volatile, flammable, explosive, or hazardous materials, including but not limited to propane, gasoline, natural gas, and dangerous chemicals.

(j) Historic sites. Telecommunications facilities shall not be attached to the facade or parapet of any architecturally or historically significant building or structure located in a recognized historical area. Antennae shall be permitted only on rooftops of buildings and structures a minimum of 50 feet in height, provided that such attachments shall not be visible from adjacent pedestrian walkways or streets, do not adversely impact the structural integrity or significance of the building or structure, and so long as the addition of said antenna adds no more than 20 feet to the height of the structure.

(k) Adherence to FAA regulations. The passage of the ordinance from which this article derives requires adherence to Part 77 of the Federal Aviation Regulations and that all placement of towers and antennae must be approved by the FAA before a building permit or placement is allowed. This
approval is generally granted by the completion of form "FAA Form 7460-1 Notice of Proposed Construction or Alteration" or its equivalent.

Sec. 14-135. - Shared use/colocation.

New telecommunications tower sites shall be developed with the capacity to provide shared use or colocation among two or more providers. New telecommunications towers designed for multiple providers shall be encouraged.

(1) Applicants for new telecommunications tower construction shall document specific intent to permit the shared use/colocation of such facilities with the apparatus/equipment of other commercial wireless telecommunications providers. All applicants shall identify how the applicant will make available such shared use/colocation of the tower and site, including the identification of space suitable for additional equipment.

(2) Applicants for telecommunications towers in locations where there is not technically available space for colocation or shared use shall demonstrate in writing to the development services department that no existing tower or alternative tower structure can accommodate the proposed antenna. Evidence submitted to demonstrate that no existing tower or alternative tower structure can accommodate the proposed antenna shall consist of any of the following documentation:

a. No existing telecommunications facilities or alternative tower structures are located within the geographic area necessary to meet the applicant's engineering requirements.

b. Existing telecommunications facilities or alternative tower structures have insufficient height and cannot be modified to accommodate the applicant's engineering requirements.

c. Existing telecommunications facilities or alternative tower structures do not possess sufficient structural integrity or strength and cannot be modified in such a manner that would support the proposed antenna and related equipment.

d. The proposed antenna would cause interference with the antennae on the existing tower or alternative tower structure, or the antennae on the existing tower or alternative tower structure would cause interference with the applicant's proposed antenna.

(3) Applicants for telecommunications towers in locations where there is not financially feasible available space for shared use/colocation shall demonstrate in writing to the development services department that the fees, costs, or contractual provisions required by the owner in order to share an existing tower or alternative tower structure or to adapt an existing tower or alternative tower structure for shared use/colocation exceed 60 percent of the cost of construction of a new telecommunications tower.

(4) Alternative tower structure (accessory use). The construction of a tower as an accessory use to a principal use (alternative tower structure) in a zoning district not permitting wireless telecommunications towers shall comply with the following:

a. Written documentation shall be provided explaining the need for such tower, how the proposed tower relates to the primary purpose and function of the principal use and identifying the location of the alternative tower structure's antenna on the proposed tower.

b. The accessory tower shall be maintained for the needs of the alternative tower structure. An accessory tower use shall not be exclusively used for the leasing of space to commercial interests.

c. The principal use (alternative tower structure) and the accessory tower shall be under the same ownership.
d. The construction of accessory towers for leasing to commercial interests shall be prohibited on properties where the alternative tower structure is scheduled to be closed or changed into a use that would not permit antenna placement.

e. Such accessory towers shall be monopoles not exceeding height recommendations stated in the applicant's engineering requirements.

Sec. 14-137. - Application procedures.

Application for a building permit for any communication tower or use of an alternative tower structure shall be made to the administrator. An application will not be considered unless it contains the following:

(1) An inventory of the applicant's existing towers that are either within the jurisdiction of the governing authority or within one mile of the border thereof, including detailed information as to the location, height, and design of each tower.

(2) A Site plan or plans to scale specifying the proposed location and dimensions of tower(s), size of accessory buildings or uses, access, easements, fences, existing structures within two hundred and fifty (250') feet of the proposed site on the property on which the tower will be located including the access drive and the intersection with the public street or county road system, landscaping plans, existing and adjacent land uses, and a utilities inventory indicating the location of all drainage, power lines and other items impacting the proposed tower site.

(3) An inventory of public and private airstrips and farm land, including tower site distance from such properties and facilities.

(4) A report from a professional structural engineer licensed in the state, documenting the following:
   a. Tower height and design, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design.
   b. Total anticipated structural capacity of the tower, including number and types of antennas which can be accommodated.
   c. Evidence of the structural integrity of the tower.
   d. Failure characteristics of the tower and demonstration that site, setbacks, and separation distances are of adequate size and distance.

(5) Written statements from the FAA, FCC, and any appropriate state review authority stating that the proposed tower complies with regulations by that agency or that the tower is exempt from those regulations.

(6) Evidence of the lack of space on all suitable existing towers to locate the proposed antenna and of the lack of space on existing tower sites to construct a tower for the proposed antenna.

(7) A list of all adjacent property owners and mailing addresses when variances are required or requested for new tower construction.

(8) Any other information may be requested by the administrator to accurately evaluate and review the application and the potential impact of a proposed tower and/or antenna.

Sec. 14-138. - Variances.

(a) The planning board may recommend that the board of commissioners grant a variance from the requirements of this article upon a finding that such variance would:
(1) Be necessary because of the location of existing land uses or other features on or adjacent to
the telecommunications facility location site.

(2) Be necessary due to geography, topography, or other unusual conditions.

(3) Be consistent with the character of the area.

(4) Have a minimal visual impact on adjacent properties.

(5) Not be contrary to the purposes and intent of these regulations.

(6) Not be detrimental to existing or proposed land uses.

(7) Serve public purposes to a degree equal to or greater than the standards replaced.

(8) Accommodate shared use or colocation of telecommunications facilities.

(b) Variance. The standards and procedures for granting and denying a variance request in article VII
of the Effingham County zoning ordinance shall be applicable to this article.

Sec. 14-139. - Removal of antennae and towers.
(a) Any telecommunications facility found not to be in compliance with these regulations or found to
constitute a danger to persons or property, shall, upon notice, be brought into compliance or
removed within 90 days. Any tower or antenna that is not in use for 12 consecutive months shall
be considered abandoned and the owner of such tower or antenna shall remove the same within 90
days of receipt of notice from the administrator. Owners of telecommunications towers shall
provide the administrator with a copy of any notice to the FCC concerning the intent to cease
operations. The copy shall be given to the administrator at the same time that such notice is
submitted to the FCC.

(b) If the owner of an abandoned tower or antenna wishes to use such abandoned tower or antenna, the
owner first must apply for and receive all applicable permits and meet all conditions of this article
as if such tower were a new tower or antenna.

Sec. 14-140. - Pre-existing towers/nonconforming uses.
(a) All communication towers legally existing at the effective date of this ordinance shall be
considered legal non-conforming uses and will be allowed to continue their usage as they
presently exist: provided however, any structural modifications (adding to the height of an
existing tower of more than fifty (50) feet), shall comply with the requirements of this Ordinance
and other applicable County Ordinances.

(b) A communication tower that has received county approval in the form of a building permit or
conditional use exception, but has not yet been constructed or placed in operation, shall be
considered an existing tower so long as such approval is current and not expired.

Sec. 14-141. - Enforcement.
(a) *Provisions of article declared to be minimum requirements.* In their interpretation and application,
the provisions of this article shall be held to be the minimum requirements adopted for the
promotion of public health, safety, and general welfare.

(b) *Penalties for violation:*

(1) Any person or entity that violates any provision of this article or fails to comply with the
requirements thereof shall, upon conviction, be fined not more than $1,000.00 or imprisoned
in the county jail for not more than 60 days, or both, and in addition pay the cost of such action. Each day such violation continues shall be considered a separate offense. The owner, lessor or lessee, and any person who commits or participates in, assists in, or maintains any such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

(2) If any structure is or is proposed to be erected, constructed, reconstructed, altered, converted, or maintained, or any structure or lot is proposed to be used in violation of this article, the board of commissioners, planning board, county manager, county attorney, building official, zoning administrator, or other authorized county officer or employee, may institute an action seeking a restraining order, temporary or permanent injunction, mandamus, or other appropriate action.

Sec. 14-142. - Public safety telecommunications.
   (a) Towers erected by a governmental entity for police, fire, EMS, 911, or other similar public safety telecommunications shall be exempt from the requirements of this article.
   (b) Commercial telecommunications providers shall give priority to and make reasonable efforts to accommodate requests by governmental entities for tower space needed for public safety telecommunications. If such a request is denied, the commercial telecommunications provider shall reasonably demonstrate why it is not feasible to grant the request.

Sec. 14-143. - Liability.
This article is remedial in nature and shall be construed to secure such beneficial interests and purposes thereof, which are public safety, health, and general welfare. This article shall not be construed as imposing upon the board of commissioners or any of its employees or agents any liability or responsibility for damages to any person or property in any way caused by or connected with a tower, antenna, or telecommunications facility governed by this article. Nor shall the governing authority or any of its employees or agents be held as assuming any such liability or responsibility by reason of inspections conducted or permits granted, denied, or approved.

Sec. 14-144. - Miscellaneous.
   (a) Exemptions. Antennae or towers located on property owned, leased, or otherwise controlled by the board of commissioners shall be exempt from the requirements of this ordinance, provided a license or lease authorizing such antenna or tower has been approved by the board of commissioners.
   (b) Severability. If any section, subsection, sentence, clause, phrase, or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
   (c) Repeal of laws in conflict. This article supersedes all ordinances or parts of ordinances adopted prior hereto which are in conflict herewith, to the extent of such conflict.
   (d) Effective date. This article shall take effect immediately upon adoption.

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
EFFINGHAM COUNTY CLERK

FIRST READING

SECOND READING
Staff Report

Subject: Amendment to Part II, Appendix C, Article V – Uses Permitted in Districts
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 3, 2020
Item Description: Consideration to approve the Second Reading of amendments to Part II, Appendix C, Article V – Uses Permitted in Districts, Section 5.1 and 5.2.

Summary Recommendation: Staff has added Telecommunications Towers as a new conditional use in Sections 5.1 AR-1 Agricultural Residential Districts and 5.2 AR-2 Agricultural Residential Districts, and recommends approval of the revised ordinance.

Executive Summary/Background:
- Part II, Appendix C, Article V – Uses Permitted in Districts does not include telecommunications towers as either a permitted or conditional use in 5.1 AR-1 Agricultural Residential Districts or 5.2 AR-2 Agricultural Residential Districts.
- Telecommunications companies periodically request to locate tower lots in the Agricultural Residential zoning districts, based on coverage requirements. The current ordinance allows monopole towers only in B-2, B-3, and I-1, and self-supporting guyed and lattice towers in I-1, which results in requests for tower lots zoned B-2 and I-1 in agricultural areas.
- The resulting zoning changes lead to the appearance of commercial and industrial land uses in the Agricultural Residential zoning districts, which leads to additional requests for commercial and industrial zoning changes nearby.
- Allowing telecommunications towers as a conditional use in the Agricultural Residential zoning districts eliminates the problem of incompatible commercial and industrial zoning of tower lots within the Agricultural Residential zoning districts, while still allowing for review and conditions, as appropriate.
- Staff has added Telecommunications Towers as a new section under conditional uses in Sections 5.1 AR-1 Agricultural Residential Districts and Section 5.2 AR-2 Agricultural Residential Districts.
- The County Attorney has reviewed and approved the ordinance as to form.

Alternatives for Commission to Consider
1 – Approve the Second Reading of amendments to Part II, Appendix C, Article V – Uses Permitted in Districts, Section 5.1 and Section 5.2
2 – Take no action.

Recommended Alternative: 1
Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A
Attachments:
1. Article V – Uses Permitted in Districts Section 5.1 and Section 5.2
AMENDMENT TO PART II, APPENDIX C, 
ARTICLE V OF THE EFFINGHAM COUNTY ZONING ORDINANCE

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

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

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

WHEREAS, telecommunications towers are currently limited to B-2, B-3, and I-1 zoning districts, leading to spot zoning of tower lease areas in the Agricultural Residential zoning district, which can be avoided by allowing telecommunications towers as a conditional use in the AR-1 and AR-2 zoning districts; and

WHEREAS, new Telecommunications Regulations language will specify requirements for safety standards and design that protect the integrity of the surrounding properties, and ensure sustainability and compatibility with neighborhood characteristics, while enhancing telecommunications service options for the community; and

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

NOW THEREFORE, the Board of Commissioners of Effingham County has revised the existing Zoning Ordinance section regarding the requirements for the location of Telecommunication Towers.

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

The text of section 5.1.2 Conditional Uses is deleted in its entirety and replaced with the following:


5.1 **AR-1 Agricultural Residential Districts**

5.1.2 **Conditional uses.** The following uses may be permitted in accordance with the provisions of section 7.1.6 in the agricultural residential (AR-1) district on a conditional basis upon approval by the county commissioners after review by the planning board.

5.1.2.1 Commercial riding stables, provided that no building or enclosure for animals is located closer than 100 feet from any property line and the requirements of section 3.33 are met.

5.1.2.2 Cemeteries, when accessory to and on the same property as a permitted use in the agricultural residential district.

5.1.2.3 Commercial recreational facilities that do not have more than five percent of impervious surface coverage.

5.1.2.4 Rural business, as provided in article III, section 3.15B.

5.1.2.5 One additional single-family detached dwelling and its customary uses, provided that said dwelling meets all state and county health requirement, unless prohibited by other applicable laws or regulations, and provided the additional dwelling is inhabited by a person who is related to the owner of the real property in one of the following ways: parent, child, grandparent, grandchild, sister, or brother. The zoning administrator shall administer this conditional use.

5.1.2.6 Day care facilities.

5.1.2.7 Airfields for general aviation purposes, together with subordinate uses.

5.1.2.8 Impervious lot coverage over 45 percent.

5.1.2.9 Solar farms. An array of solar panels that is not an accessory to other uses on the property provided that the array meets all applicable buffer requirements; no new roads may be created for this use. The structures must meet all wind load requirements as referenced in the building code.

5.1.2.10 **Private and public events venue.** Any organized activity having as its purpose entertainment, recreation and/or education, such as a festival or celebration, concert, foot or vehicle race, parade or march, rally or assembly which takes place on a public street, sidewalk or right-of-way, or occurs on private property and impacts government services on public rights-of-way. This includes locations that are in the business of renting out their location to hold private and public functions. The property must be at least 5 acres in size.

1. **General operating regulations.** The following operating regulations shall be enforced by the permittee:

   (a) No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be in violation of [Chapter 30], Article II, Noise Control.

   (b) No event shall be presented between the hours of 11:00 p.m. and 9:00 a.m. unless otherwise approved by the board of commissioners.

   (c) Camping on site by persons attending an event is permitted; provided that no on site camping shall be permitted more than two days prior or two days after an event.

   (d) Handicapped access shall be provided to activities that are open to the public.

   (e) Events and activities shall be accessible to emergency and service vehicles.

   (f) Adequate toilet facilities and trash receptacles shall be provided for all events.
(g) The burden of preserving order during the concert or special event is upon the permittee.

(2) Revocation of permit. The board of commissioners may revoke permission for any proposed event or order that an event be discontinued immediately if, in the sole judgement of the board of commissioners, the event will disrupt traffic within the unincorporated area of Effingham County beyond practical solution; the event will interfere with access to fire stations and fire hydrants; the event will require the diversion of so many public employees that allowing the event would unreasonably deny service to remainder of the county; or the event might otherwise interfere with the welfare, peace, safety, health, good order and convenience of the general public.

(3) Exemptions. The following special events are exempt from the provisions of this article:

(a) Special events occurring on private property used and occupied as a private residence, which special event is hosted by at least one of the occupants of such private residence, regardless of the number of attendees;

(b) Special events occurring upon a city or county-owned sports facility, including without limitation, a ball field, tennis court or pool, provided that the special event constitutes a use for which the sports facility was intended, and regardless of the number of attendees;

(c) Special events hosted by a church on property owned by the church, but only if the property is used on a regular basis, at least bi-monthly, to conduct worship services, and regardless of the number of attendees;

(d) Events hosted by a school on property owned by the school or a governmental entity, provided that the property is used on a regular basis, at least weekly, to conduct classes; and

(e) A governmental agency acting within the scope of its agency.

5.1.2.11 Telecommunications Towers

The text of section 5.2.2 is deleted in its entirety and replaced with the following:

5.2 - AR-2 Agricultural residential districts.

5.2.1 Permitted uses.

5.2.1.1 Class A single-family detached dwellings and their customary uses on the basis of one dwelling for each 43,560 square feet of land under the same ownership and 100 feet of frontage on a public street.

5.2.1.2 All uses permitted in section 5.1 except uses specified in subsections 5.1.1.2, 5.1.1.3, 5.1.1.6, and 5.1.2.11.

5.2.1.3 Government-owned utilities, except publicly-owned treatment plants permitted by the State of Georgia and water storage facilities in excess of 1,000,000-gallon capacity, provided that wells, pump stations, meter stations, and water storage facilities must be enclosed by a painted or chain-link fence or wall at least six feet in height above finished grade and provided there is neither office nor commercial operation nor storage of vehicles or equipment on the premises.
5.2.2 Conditional uses.

5.2.2.1 Day care facilities may be permitted in agricultural residential (AR-2) districts on a conditional basis in accordance with the provisions of section 7.1.6 upon approval by the county commissioners after review by the planning board.

5.2.2.2 Class B single-family detached dwellings may be permitted in agricultural residential (AR-2) districts upon approval of the planning board in accordance with the provisions of article III, section 3.2 of the Housing Ordinance of Effingham County, Georgia.

5.2.2.3 Rural businesses, as provided in article III, section 3.15B.

5.2.2.4 Bed and breakfast lodging facility may be permitted in the AR-2 districts on a conditional basis where they are not located in a major subdivision and upon approval of the board of commissioners after review by the planning board.

5.2.2.5 Telecommunications Towers

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
EFFINGHAM COUNTY CLERK

FIRST READING  ________________

SECOND READING  ________________
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 20, 2020

Item Description: Chad Zipperer as agent for Ernest Zipperer, requests to rezone 15 acres of a 107.64 acre parcel from AR-1 to B-3 for future development, including a planned mini storage facility, located on Hodgeville Road. Map# 417 Parcel #1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 15 acres of a 107.64 acre parcel from AR-1 to B-3, with conditions.

Executive Summary
- 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.
- Mini storage facilities have been allowed as a permitted use in B-3 (e.g., Safe & Sound Storage at 4560 Bluejay Road; map-parcel 326-36B).

Background
- At the October 20 Board of Commissioners’ meeting, the application was tabled to November 3.
- At the September 28 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone a 15 acres of a 107.64 acre parcel from AR-1 to B-3, with conditions:
  1. A site plan for any changes to the above-referenced application, and for all other development planned for the rezoned 15 acres, shall be submitted to the Staff Report and Board of Commissioners for review.
  2. Future use of the above-referenced property being rezoned shall meet the requirements of the B-3 zoning district.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  5. Subdivision plat must be approved by the Zoning Administrator.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone 15 acres from AR-1 to B-3, with the following conditions:
   1. A site plan for any changes to the above-referenced application, and for all other development planned for the rezoned 15 acres, shall be submitted to the Planning Board and Board of Commissioners for review.
   2. Future use of the above-referenced property being rezoned shall meet the requirements of the B-3 zoning district.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   5. Subdivision plat must be approved by the Zoning Administrator.
2. Deny the request to rezone 15 acres from AR-1 to B-3.

Recommended Alternative: 1 Other Alternatives: 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

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant/Agent  CHAD ZIPPERER  Date

Applicant email address  jadzipperer7@gmail.com  Phone # 912-656-9661

Property owner(s)  ERNEST ZIPPERER  email  Ewzipperer@effingham.k12.ga.us

Telephone Number  (912) 656-9661

Mailing Address  1794 BLUE JAY ROAD, RINCON, GA 31326

Property location  HODGEVILLE ROAD (ADJACENT TO BELMONT GLEN S/D)

Present zoning  AR-1 (107.64 AC)

Proposed zoning  B-3 (ONLY 15 AC)

Present land-use  8.61 AC OF OPEN LAND, 99.03 AC OF TIMBERLAND

Proposed land-use  15 AC FOR MINI STORAGE DEVELOPMENT, 92.64 AC REMAINS

Tax Map #  Parcel # 04170001  Lot #

Total Acres  107.64  Acres to be rezoned  15 AC

Lot characteristics  8.61 AC OF OPEN LAND, 99.03 AC OF TIMBERLAND

Water  X  Public  Private  Sewer  X  Public  Private

Proposed access  HODGEVILLE ROAD

Justification  REZONING 15 AC FOR DEVELOPMENT OF A MINI STORAGE FACILITY

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

North  PD (BELMONT GLEN S/D)  South  AR-1

East  AR-1  West  AR-1
1. Describe the current use of the property you wish to rezone.

   AGRICULTURAL FIELD AND TIMBERLAND

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

   YES, FARMING LEAS AND TIMBER

3. Describe the use that you propose to make of the land after rezoning.

   15 ACRES WILL BE DEVELOPED INTO A MINI STORAGE FACILITY. THE REMAINING ACREAGE WILL REMAIN TIMBERLANDS

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

   BELMONT GLEN S/D IS ADJACENT TO THE PROPERTY. THE OTHER SURROUNDING PROPERTIES HAVE AGRICULTURAL FIELDS AND TIMBERLANDS

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?

   THERE ARE FOUR RESIDENTIAL SUBDIVISIONS LOCATED WITHIN A MILE OF THE PROPERTY ALONG HODGEVILLE ROAD, SO A MINI STORAGE FACILITY WOULD BE BENEFICIAL FOR THESE RESIDENTS

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

   NO. THERE IS ALREADY INDUSTRIAL TRAFFIC ON HODGEVILLE ROAD SO THE ROAD CAN SUPPORT TRAFFIC FOR A COMMERCIAL DEVELOPMENT. EX. UTILITIES HAVE CAPACITY.
2

ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date 12/16/2011, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2062 page 405.

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 Ernest W. Zipperer

Owner’s signature ____________________________
Print ____________________________

Owner’s signature ____________________________
Print ____________________________

Sworn and subscribed before me this 1st day of August, 2020.

Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, ERNEST ZIPPERER, 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: CHAD ZIPPERER
Date:

Address: 1794 BLUE JAY ROAD

City: RINCON State: GA Zip Code: 31326

Telephone Number: 912-656-9661 Email:

_________________________  ___________________________
Signature of Owner Owners Name (Print)

Personally appeared before me ERNEST WI ZIPPERER (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 17th of August 2020

(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).
QUITCLAIM DEED

THIS INDENTURE, made this 16th day of December, 2011, between CHAD W. ZIPPERER, of Effingham County, Georgia, as Party of the first part, hereinafter called Grantor, and ERNEST ZIPPERER, as Party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits), WITNESSETH that: Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, release, convey and forever QUITCLAIM unto the said Grantee, his heirs, executors, administrators and assigns, all of his right, title, and interest in and to the following described property, to wit:

All that certain tract or parcel of land situate, lying and being in the 6th G.M. District of Effingham County, Georgia, containing One Hundred Seven and Sixty-Four (107.64) acres, more or less, and being known and designated as Parcel "A" as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by the Hodgesville Public Road; on the Southeast by Parcel "B", being lands of Sharon Z. Robinson, on the Southwest by lands of Serkhland, and on the Northwest by lands of Southeast Coast.

Express reference is hereby made to the plat of said lands made by Jeffrey Wayne Mock, R.L.S #002992, dated November 18, 2007 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "C", Sheet 192F-1, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by deed from Sharon Z. Robinson to Chad W. Zipperer dated March 27, 2008 and recorded in said Clerk's Office in Deed Book 01738, page 0003.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

TITLE NOT EXAMINED BY SCRIVENER

Signed, sealed and delivered in the presence of:

[Seal]
CHAD W. ZIPPERER

Page 7 of 18
https://search.gacocke.org/imaging/HTML5Viewer.aspx?id=60001097&key1=2062&key2=405&county=51&countynum=EFFINGHAM&userid=3445&... 1/1
August 24, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Chad Zipperer
    Hodgeville Road (Adjacent to Belmont Glen S/D) Rincon GA 31326
    Pin #417-1
    Total Acres: 107.64 Acres to be rezoned: 15.0

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to B-3. The proposed rezoning request is approved based on the development being serviced by the Effingham County Sewer and Water system.

If this project cannot be serviced by the Effingham County water and sewer system:

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the
proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
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:

\[\text{APPROVAL}\hspace{1cm}\text{DISAPPROVAL}\]

Of the rezoning request by applicant (Chad Zipperer for Ernest Zipperer - Map# 417 Parcel # 1) from AR-1 to B-3 zoning.

Yes \(\square\) Yes \(\square\) No \(\square\) No \(\square\)

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

Yes \(\square\) Yes \(\square\) No \(\square\) No \(\square\)

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

Yes \(\square\) Yes \(\square\) No \(\square\) No \(\square\)

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 \(\square\) Yes \(\square\) No \(\square\) No \(\square\)

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

Yes \(\square\) Yes \(\square\) No \(\square\) No \(\square\)

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 \(\square\) Yes \(\square\) No \(\square\) No \(\square\)

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

Yes \(\square\) Yes \(\square\) No \(\square\) No \(\square\)

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

Yes \(\square\) Yes \(\square\) No \(\square\) No \(\square\)

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

Planning Board Meeting – September 28, 2020
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 (Chad Zipperer for Ernest Zipperer - Map# 417 Parcel # 1) from AR-1 to B-3 zoning.

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

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

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

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

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

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

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

Yes  No?  8. Do other conditions affect the property so as to support a decision against the proposal?
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 (Chad Zipperer for Ernest Zipperer - Map# 417 Parcel # 1) from AR-1 to B-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 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?

9/25/2020

Planning Board Meeting – September 28, 2020
EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL □ DISAPPROVAL □

Of the rezoning request by applicant (Chad Zipperer for Ernest Zipperer - Map# 417 Parcel # 1) from AR-1 to B-3 zoning.

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

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

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

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

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

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

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

Yes □ No □ 8. Do other conditions affect the property so as to support a decision against the proposal?
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 (Chad Zipperer for Ernest Zipperer - Map# 417 Parcel # 1) from AR-1 to B-3 zoning.

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

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

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

Yes  No?  4. Does the property which is proposed to be rezoned have a 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: November 20, 2020

Item Description: Chad Zipperer as agent for Ernest Zipperer, requests to rezone 15 acres of a 107.64 acre parcel from AR-1 to B-3 for future development, including a planned mini storage facility, located on Hodgeville Road.

Map# 417 Parcel #1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 15 acres of a 107.64 acre parcel from AR-1 to B-3, with conditions.

Executive Summary
- 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.
- Mini storage facilities have been allowed as a permitted use in B-3 (e.g., Safe & Sound Storage at 4560 Bluejay Road; map-parcel 326-36B).

Background
- At the October 20 Board of Commissioners’ meeting, the application was tabled to November 3.
- At the September 28 Planning Board meeting, Peter Higgins made a motion to approve the request to rezone a 15 acres of a 107.64 acre parcel from AR-1 to B-3, with conditions:
  1. A site plan for any changes to the above-referenced application, and for all other development planned for the rezoned 15 acres, shall be submitted to the Staff Report and Board of Commissioners for review.
  2. Future use of the above-referenced property being rezoned shall meet the requirements of the B-3 zoning district.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  5. Subdivision plat must be approved by the Zoning Administrator.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone 15 acres from AR-1 to B-3, with the following conditions:
   1. A site plan for any changes to the above-referenced application, and for all other development planned for the rezoned 15 acres, shall be submitted to the Planning Board and Board of Commissioners for review.
   2. Future use of the above-referenced property being rezoned shall meet the requirements of the B-3 zoning district.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
   5. Subdivision plat must be approved by the Zoning Administrator.
2. Deny the request to rezone 15 acres from AR-1 to B-3.

Recommended Alternative: 1 Other Alternatives: 2
Department Review: Development Services  FUNDING: N/A
Attachments:
1. Zoning Map Amendment
STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
417-1
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
417-1

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, CHAD ZIPPERER as agent for ERNEST ZIPPERER, has filed an application to rezone fifteen (15.0) +/- acres; from AR-1 to B-3 for future development including a ministorage facility; map and parcel number 417-1, located in the 2\textsuperscript{nd} commissioner district, and

WHEREAS, a public hearing was held on October 20, 2020, and notice of said hearing having been published in the Effingham County Herald on September 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 9, 2020; and

IT IS HEREBY ORDAINED THAT fifteen (15.0) +/- acres; map and parcel number 417-1, located in the 2\textsuperscript{nd} commissioner district is rezoned from AR-1 to B-3 with the following stipulations:

1. A site plan for any changes to the above-referenced application, and for all other development planned for the rezoned 15 acres, shall be submitted to the Planning Board and Board of Commissioners for review.
2. Future use of the above-referenced property being rezoned shall meet the requirements of the B-3 zoning district.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
5. Subdivision plat must be approved by the Zoning Administrator.

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

This _____ day of ________________, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: ____________________________
WESLEY CORBITT, CHAIRMAN

ATTEST: ____________________________
FIRST/SECOND READING: ____________

STEPHANIE JOHNSON
COUNTY CLERK
Staff Report

Subject: Rezoning (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 3, 2020
Item Description: Teramore Development as agent for Lynn Mikell Brennan requests to rezone ~1.12 acres from AR-1 to B-3, to be combined with 0.64 acres already zoned B-3 for a future retail business, located at 5487 McCall Road. Map# 465M Parcel #3B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone ~1.12 acres from AR-1 to B-3, to be combined with ~0.64 acres zoned B-3 for a retail business, with conditions.

Executive Summary
- 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. Retail businesses are a permitted use in B-3.
- The property is comprised of two parcels: 465M-3B containing 2.08 acres zoned AR-1 and 465M-3B01 containing 1 acre zoned B-3
- The applicants wish to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3, and combine with ~0.64 acres of parcel 465M-3B01 to create a ~1.76 acre parcel zoned B-3

Background
- At the October 20 Board of Commissioners' meeting, the application was tabled to November 3.
- At the September 28 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3; ~0.36 acres from parcel 465M-3B01 from B-3 to AR-1; and 4.37 acres from parcel 465M-2 from AR-2 to AR-1, with the following conditions:
  1. The lots shall meet the requirements of the AR-1 and B-3 zoning districts.
  2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  5. Subdivision and recombination plat must be approved by the Zoning Administrator.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3, with the following conditions:
   1. The lot shall meet the requirements of the B-3 zoning district.
   2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
5. Subdivision and recombination plat must be approved by the Zoning Administrator.

2. Deny the request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Deed
4. Plat
5. Aerial photograph
ATTACHMENT A

EFFINGHAM COUNTY REZONING AMENDMENT FORMS

Applicant: Terramore Development, LLC

Property owner(s): Lynn Mikell Brennan

Telephone Number(s): (912) 667-4449

Mailing Address: P.O. Box 1119 Rincon, GA 31326

Property location: The 1.76-acre site is located at 5487 McCall Rd, in Effingham County, GA. We are subdividing from two separate parcels and plan to recombine these parcels to create a 1.76-acre two-parcel assemblage.

Present Zoning: AR-1 / B-3

Proposed Zoning: B-3

We would like to propose rezoning a 1.12-acre portion of the proposed 1.76-acre site from AR-1 (Agricultural / Residential) to B-3 (Highway Commercial). The remaining 0.64 acres are currently zoned appropriately as B-3.

Present land-use: Vacant / Residential / Commercial

Proposed land-use: Newly Constructed 9,100 SF Commercial Retail Development

Tax Map #/Parcel #/Lot #: Parcel ID's: 0465M003B

Total Acres: 1.76 acres  Acres to be rezoned: 1.12 acres

Lot characteristics: Wooded / Vacant / Mobile Home on Site (to be relocated) / Interior Commercial Lot currently used for Commercial Truck Storage.

Water/Sewer: Effingham County will be providing Water/Sewer to the proposed site – service availability has been confirmed with the County on McCall Rd.

Proposed access: Full Access on McCall Rd. – preliminarily approved by Effingham County.

Justification: To construct a 9,100 SF Commercial Retail Development
List the zoning of the other property in the vicinity of the property you wish to rezone:

NORTH: **B-3 & AR-1/AR-2** – Lynn Mikell Brennan’s remaining property – Seller will be retaining 0.36 acres of property to the north zoned B-3 Highway Commercial and 5.15 acres of property to the north zoned AR-1/AR-2.

NORTHEAST: **AR-2** – Bennet Parcel – 7.4 acres with no frontage on McCall Rd.

EAST: **B-3** – Hughes Parcel – 1.04 acres – International Mortgage and International Place Office Space / Shopping Plaza on site.

SOUTH (across McCall Rd.): **B-3** – Marhop Properties, LLC Parcel – 3.0 acres – Harold’s Auto Paint & Body Shop on site.

WEST: **AR-1** – Rozwarski & Holloway Parcels – 1.04 acres total
1. Describe the current use of the property you wish to rezone.

The 1.12-acre portion of the Brennan parcel that we wish to rezone consists of Vacant and Residential land use. There is a mobile home located on the property that will be relocated upon successful rezoning and the remainder of the 1.12 acres are currently vacant/wooded. We will also be incorporating an additional 0.64 acres into the proposed 1.76-acre site that are currently zoned appropriately as B-3 Highway Commercial.

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

 Majority of the 1.12-acre portion of property that we wish to rezone does not have any economic use at this time. There is a mobile home located on the property belonging to our Seller, Lynn Mikell Brennan, that serves as a residence to an immediate family member and will be relocated upon successful rezoning. The remainder of the 1.12 acres is currently vacant/wooded with no economic use in place.

3. Describe the use that you propose to make of the land after rezoning.

We are proposing a Commercial Retail Use / General Store for the 1.76-acre site being structured approximately 9,100 SF selling food, snacks, household items, health/beauty products, seasonal items, basic apparel, and cleaning supplies.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone.

The property to the east of our site is currently zoned B-3 Highway Commercial and contains a commercial use with multiple businesses being located on the property. International Mortgage and International Place (shopping plaza) are located on site.

The property to the south of our site (across McCall Rd.) is currently zoned B-3 Highway Commercial and contains a commercial use with Harold's Auto Paint & Body Shop being located on site.

The properties to the west of our site are currently zoned AR-1 and contain a residential use with two residences being located on the property. We have incorporated a 30' landscape buffer on the western boundary of our proposed site and will be installing an additional 6' wooden, shadow-box privacy fence along our western boundary to shield these residences from our proposed commercial development.

The properties to the north of our site are currently zoned B-3 Highway Commercial & AR-1/AR-2. Our Seller, Lynn Mikell Brennan, will be retaining 0.36 acres of property to the north zoned B-3 Highway Commercial (which will be recombined with Seller's additional, remaining property and rezoned to AR-1) and 5.15 acres of property to the north zoned AR-1/AR-2. The 0.36 acres of remaining B-3 commercial property are currently used for commercial truck storage. The remaining 5.15 acres of residential property are currently used for Seller's residence.
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?

Our goal is to provide a closer, cheaper, and more convenient shopping option to the local
residents in this part of Effingham County. The proposed 1.76-acre site / 1.12 acres we wish to
rezone are located directly west (adjacent) and north of numerous commercial developments
and properties along McCall Rd. Majority of the properties located on McCall Rd. (both sides
of the road) to the east of our proposed site are currently zoned commercial and contain a
commercial use. The proposed location was our only viable option to remain within the
commercial node of McCall Rd. and avoid heavily infringing upon residential properties in
this area. There would be a substantial increase in property tax for our proposed site ONLY
(not surrounding property owners) as well as a new sales tax revenue generated by our
proposed development for Effingham County; which would greatly benefit the local
Effingham County residents in this area as well as their municipal authorities and
departments.

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. We are planning to construct this development at no direct cost to Effingham County and
will be enhancing Effingham County’s revenue stream via paid utility services, permits, and
additional tax revenue.
ATTACHMENT B

EFFINGHAM COUNTY OWNERSHIP CERTIFICATION

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

September 17, 2007, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 1676 page 66.

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 30th day of July, 2020

Lisa A. Simms

Notary Public, State of Georgia
AUTHORIZATION OF PROPERTY OWNER

I, Lynn M. Brennan, 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: Teramore Development, LLC Date: 07-30-2020

Address: P.O. Box 6460

City: Thomasville, GA State: GA Zip Code: 31758

Telephone Number: (229) 516 - 4289 Email: bdavis@teramore.net

Lynn M. Brennan Owners Name (Print)

Lynn M. Brennan (Owner print)

Personally appeared before me Lynn M. Brennan (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 30th of July 2020

Notary Public

LISA LASHER

Effingham County Public Notary

Page 8 of 29
RETURN TO:
REDDICK & EKLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

STATE OF GEORGIA
COUNTRY OF EFFINGHAM

THIS INDENTURE, Made the 17th day of September, 2007, between ALMA L. MIKELL of the FIRST PART, and LYNN MIKELL HIRENAR of the SECOND PART,

WITNESSETH, That the said party of the FIRST PART, for and in consideration of the natural love and affection she has for her daughter, the said SECOND PARTY herein, has granted, given, conveyed and confirmed and by these presents does grant, give, convey and confirm unto the said party of the SECOND PART, her heirs and assigns, all of the following described property, to wit:

All that certain tract or parcel of land situate, lying and being in the 9th O.M. District of Effingham County, Georgia, containing Seven and Forty-Five Hundredths (.745) acres, more or less, and being bounded on the northwest by Westwood Heights Subdivision; on the east by lands of Edwin C. Mikell, Jr. and by lands of International Mortgage Company; on the south by McColl Road, known as County Road 1143, and on the west by Westwood Heights Subdivision.

Express reference hereby made to the plat of said lands made by Adolph N. Michels, R.L.S. #1323, surveyed on June 27, 2006 and revised on August 3, 2007 and recorded in the office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "C", slide C174-6-2, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, her heirs, executors, administrators and assigns, in PERPETUAL.

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

[Signature]
ALMA L. MIKELL
(SXL)

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Official Witness - Notary Public

DENMOND EKLEY
Notary Public, Effingham County, Georgia
My Commission Expires October 20, 2009

https://search.gacourts.org/Imaging/HTML5viewer.aspx?id=51131818&key1=1676&key2=86&county=51&countysub=EFFINGHAM&user=110740&au...
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the appurtenances thereof, in fee simple, forever, to the said (name) and to his heirs and assigns, to be and remain in the said (name) and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said (name) has hereunto set his hand and seal the day and year first above written.

[Signature]

WITNESS

[Signature]

H. M. [Name]
September 1, 2020

Effingham County Zoning Board
Springfield, GA 31329

Re: Teramore Development, LLC c/o Laynn Mikell Brennan
    5487 McCall Road, Rincon GA 31326
    Pin #465M-3B & 465M-2
    Total Acres: 1.80 Acres to be rezoned: 1.20

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed
the request to rezone the above referenced tract of land from AR-1, AR-2 to B-3. The
proposed rezoning request is approved based on the development being serviced by the
Effingham County Sewer and Water system.

If this project cannot be serviced by the Effingham County water and sewer system:

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with
   Soil Suitability Description.
4. The following signature block should be used on all plats that require Health
   Department approval
   Based upon the representations of the engineer/surveyor whose seal is affixed
   hereto and supplementary information provided, a review of the plat as represented
   by the said engineer/surveyor finds that this plat complies with the OSSMS
   regulations for a typical size residence of 3 or 4 bedrooms with basic
   appurtenances. Each lot must be reviewed and approved for On-Site Sewage
   Management System placement prior to the issuance of a construction permit.
   Modifications or changes in site designation may void this approval.

This letter does not constitute a final approval, any matters overlooked or matters which
arise after the date of this letter may result in additional conditions being applied or the
proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Darrell M. O’Neal, MPA
Environmental Health County Manager
Effingham County Health Department
GENERAL NOTES:

1. PRELIMINARY BOUNDARY IS BASED ON INFORMATION FROM PROPERTY APPRAISER AND SHALL BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THIS PLAN SHALL NOT BE INTENDED TO CERTIFY THE ACCURACY OF EXISTING SURFACE OR SUBSURFACE CONDITIONS. ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SHOULD BE VERIFIED BY ACTUAL SURVEY.

2. PROPOSED ACCESS LOCATIONS SHALL BE APPROVED BY REGULATORY AGENCIES HAVING JURISDICTION.
Approximate proposed development site after rezoning.
This map is a user-generated static output from rightspot.is mapping site and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION
September 27, 2020

Mr. Charles L. George, P.E.
Director of Development Services/County Engineer
Effingham County Development Services
601 North Laurel Street
Springfield, GA 31329

Dear Mr. George:

As property owners at 117 Charlton Road, we request that any rezoning of the 1.2 of 6.45 acres from AR-1 & AR-2 to B-3, will include a requirement that the owner/developer will construct a drainage system that flows to McCall Road. Effingham County maintains the Charlton Road drainage ditches with the correct slope to have water drain to McCall Road. This has prevented flooding of the homes along Charlton Road. Thus, we expect that Effingham County will require a similar commitment from any retail development on the site under consideration for retail development.

Thank you for your consideration.

Sincerely,

Dr. Vivian J. Price
117 Charlton Road
Rincon, GA 31326

Dr. Michael E. Price
117 Charlton Road
Rincon, GA 31326
Mr. Burdette,
Unfortunately, I was unable to attend the meeting last night, as it was short notice and I work in midtown Savannah with the commute I don’t return to Effingham until about 6:15.
However, I am, as well as others in the community, are very interested in the outcome of this topic of Flooding, as our very homes are at state.
This topic is vital and needs to stay on the table until a resolution has been found and passed.
Thank you for being mindful of the situation and standing up for us, please let us know of any actions on our behalf that are needed to move this progress alone.
Once again, Thank you,

-----Original Message-----
From: Roger Burdette <RBurdette@EffinghamCounty.org>
Sent: Tuesday, June 18, 2019 12:37 PM
To: Elizabeth Davis <highercry@comcast.net>
Subject: RE: Charlton Road Flooded area

Ms. Davis,

I going to bring this up tonight at the meeting. You are welcome to attend and comment if you would like. It will be toward the end of the meeting, so I would be there at around 5:30 if you can. Thank you ma’am.

[http://www.effinghamcounty.org/DocumentCenter/View/2286/logo]

Kind Regards,
Roger Burdette
District 2 Commissioner
Effingham County Board of Commissioners
912-663-1692

From: Elizabeth Davis [highercry@comcast.net]
Sent: Sunday, June 16, 2019 8:28 PM
To: Roger Burdette
Subject: FW: Charlton Road Flooded area

Hi Mr. Burdette,
I live at 115 Charlton Road for many years, until recent years we haven’t had a problem with flooding (unless it was a hurricane.) Now my backyard floods because the Heavy equipment storage place on McCall was allowed to buildup their property, bringing truckload after truckload of dirt in, all of that water now fills my backyard.
And with the construction on McCall our drainage ditches are not working, and that fills my front yard.
See pictures of flooding and also of the waterline once floodwater receded.
Thanks,
Elizabeth Davis
September 27, 2020

Mr. Charles L. George, P.E.
Director of Development Services/County Engineer
Effingham County Development Services
601 North Laurel Street
Springfield, GA 31329

Dear Mr. George:

As property owners at 117 Charlton Road, we request that any rezoning of the 1.2 of 6.45 acres from AR-1 & AR-2 to B-3, will include a requirement that the owner/developer will construct a drainage system that flows to McCall Road. Effingham County maintains the Charlton Road drainage ditches with the correct slope to have water drain to McCall Road. This has prevented flooding of the homes along Charlton Road. Thus, we expect that Effingham County will require a similar commitment from any retail development on the site under consideration for retail development.

Thank you for your consideration.

Sincerely,

Dr. Vivian J. Price
117 Charlton Road
Rincon, GA 31326

Dr. Michael E. Price
117 Charlton Road
Rincon, GA 31326
From: A Morar [mailto:absolutcran3@gmail.com]
Sent: Monday, September 28, 2020 3:32 PM
To: Charles George
Cc: Hema Morar
Subject: EXTERNAL:Re Teramore Development

Mr George

I own the property at 113 Charlton Road, a property located directly behind the proposed development.

As is, after a prolonged storm, as much as half of my backyard is flooded.

Unless the developer has a solid and proven proposal to eliminate the existing drainage problem, I am strongly opposed to any changes in existing ordinances.

I would appreciate my concerns being shared at this evening’s meeting.

I am going to do my best to attend via the tele conference link.

Sincerely

Andy Morar, Glevum LLC

**** 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. *****
Mr. Burdette,

Unfortunately, I was unable to attend the meeting last night, as it was short notice and I work in midtown Savannah with the commute I don’t return to Effingham until about 6:15.

However, I am, as well as others in the community, are very interested in the outcome of this topic of Flooding, as our very homes are at state.

This topic is vital and needs to stay on the table until a resolution has been found and passed. Thank you for being mindful of the situation and standing up for us, please let us know of any actions on our behalf that are needed to move this progress alone. Once again, Thank you,

-----Original Message-----
From: Roger Burdette <RBurdette@EffinghamCounty.org>
Sent: Tuesday, June 18, 2019 12:37 PM
To: Elizabeth Davis <highercry@comcast.net>
Subject: RE: Charlton Road Flooded area

Ms. Davis,

I going to bring this up tonight at the meeting. You are welcome to attend and comment if you would like. It will be toward the end of the meeting, so I would be there at around 5:30 if you can. Thank you ma’am.

[http://www.effinghamcounty.org/DocumentCenter/View/2286/logo]

Kind Regards,
Roger Burdette
District 2 Commissioner
Effingham County Board of Commissioners
912-663-1692

From: Elizabeth Davis [highercry@comcast.net]
Sent: Sunday, June 16, 2019 8:28 PM
To: Roger Burdette
Subject: FW: Charlton Road Flooded area

Hi Mr. Burdette,

I live at 115 Charlton Road for many years, until recent years we haven’t had a problem with flooding (unless it was a hurricane.) Now my backyard floods because the Heavy equipment storage place on McCall was allowed to buildup their property, bringing truckload after truckload of dirt in, all of that water now fills my backyard.
And with the construction on McCall our drainage ditches are not working, and that fills my front yard. See pictures of flooding and also of the waterline once floodwater receded.

Thanks,
Elizabeth Davis
This e-mail is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, distribution or disclosure is prohibited. If you are not the intended recipient, please reply to the sender and destroy all original copies of this message.
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 (Teramore, LLC as Agent for Lynn Mickle Brennan - Map# 465M Parcels # 3B & 2) from AR-1 & AR-2 to B-3 zoning.

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

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

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

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

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

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

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

Yes  ☒  No  ☐  8. Do other conditions affect the property so as to support a decision against the proposal?
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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL  [ ]  DISAPPROVAL  [ ]

Of the rezoning request by applicant (Teramore, LLC as Agent for Lynn Mikhail Brennan - Map# 465M Parcels # 3B & 2) from AR-1 & AR-2 to B-3 zoning.

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

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

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

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

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APPROVAL   [ ]  DISAPPROVAL   [ ]

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The Effingham County Planning Commission recommends:

\[\text{APPROVAL} \quad \checkmark \quad \text{DISAPPROVAL} \]

Of the rezoning request by applicant (Teramore, LLC as Agent for Lynn McKell Brennan - Map# 465M Parcels # 3B & 2) from AR-1 & AR-2 to B-3 zoning.

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

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

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

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APPROVAL ________ DISAPPROVAL ________

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

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

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

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

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

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

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

Subject: 2nd Reading Zoning Map Amendment
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department Development Services
Meeting Date: November 3, 2020
Item Description: Teramore Development as agent for Lynn Mikell Brennan requests to rezone ~1.12 acres from AR-1 to B-3, to be combined with 0.64 acres already zoned B-3 for a future retail business, located at 5487 McCall Road. Map# 465M Parcel #3B

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone ~1.12 acres from AR-1 to B-3, to be combined with ~0.64 acres zoned B-3 for a retail business, with conditions.

Executive Summary
- 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. Retail businesses are a permitted use in B-3.
- The property is comprised of two parcels: 465M-3B containing 2.08 acres zoned AR-1 and 465M-3B01 containing 1 acre zoned B-3
- The applicants wish to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3, and combine with ~0.64 acres of parcel 465M-3B01 to create a ~1.76 acre parcel zoned B-3

Background
- At the October 20 Board of Commissioners' meeting, the application was tabled to November 3.
- At the September 28 Planning Board meeting, Alan Zipperer made a motion to approve the request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3; ~0.36 acres from parcel 465M-3B01 from B-3 to AR-1; and 4.37 acres from parcel 465M-2 from AR-2 to AR-1, with the following conditions:
  1. The lots shall meet the requirements of the AR-1 and B-3 zoning districts.
  2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
  3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
  4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
  5. Subdivision and recombination plat must be approved by the Zoning Administrator.
- Brad Smith seconded the motion. The motion carried unanimously.

Alternatives for Commission to Consider
1. Approve request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3, with the following conditions:
   1. The lot shall meet the requirements of the B-3 zoning district.
   2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
   3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
   4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
5. Subdivision and recombination plat must be approved by the Zoning Administrator.

2. **Deny** the request to rezone ~1.12 acres from parcel 465M-3B from AR-1 to B-3.

**Recommended Alternative:**  1  

**Department Review:**  Development Services  

**FUNDING:** N/A  

**Attachments:**

1. Zoning Map Amendment
AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 465M-2, 3B, 3B01

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 465M-2, 3B, 3B01

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, TERAMORE as agent for LYNN MIKELL BRANNEN, has filed an application to rezone one and twelve hundredths (1.12) +/- acres from AR-1 to B-3, map and parcel number 465M-3B, for future development of a retail store; four and thirty-seven hundredths (4.37) +/- acres from AR-2 to AR-1, map and parcel number 465M-2; and thirty-six hundredths (0.36) +/- acres from B-3 to AR-1, map and parcel number 465M-3B01, to be combined for use as a home site; located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on October 20, 2020, and notice of said hearing having been published in the Effingham County Herald on September 30, 2020; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on September 9, 2020; and

IT IS HEREBY ORDAINED THAT one and twelve hundredths (1.12) +/- acres; map and parcel number 465M-3B, located in the 2nd commissioner district, is rezoned from AR-1 to B-3; four and thirty-seven hundredths (4.37) +/- acres, map and parcel number 465M-2, located in the 2nd commissioner district, is rezoned from AR-2 to AR-1; and thirty-six hundredths (0.36) +/- acres, map and parcel number 465M-3B01, located in the 2nd commissioner district, is rezoned from B-3 to AR-1, with the following stipulations:

1. The lots shall meet the requirements of the AR-1 and B-3 zoning districts.
2. Site development shall be designed to maintain or improve the existing drainage conveyance system through the property to adjacent properties, and must be approved by county engineering before issuance of any building permits.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
4. All wetland impacts must be approved and permitted by USACE and a copy of the jurisdictional determination submitted to Development Services.
5. Subdivision and recombination plat must be approved by the Zoning Administrator.

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: CRC Contract Amendment 2021.1-08
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 11/03/2020

Item Description: Consideration to approve FY21 CRC Contract Amendment 2021.1-08.

Summary Recommendation:
Staff is requesting approval of the CRC Contract Amendment 2021.1-08 for the 2020/2021 budget.

Executive Summary/Background:
1. The County has an existing contract with the Coastal Regional Commission (CRC) to provide for congregate and home delivered meals for fiscal year 2021.
2. The attached CRC contract amendment provides additional resources for the following:
   - Increase in Cares Act HDM funding in the amount of $38,247.
   - Increase in FFCRA HDM Supplemental funding in the amount of $18,111.
   - Increase in NSIP State Funding in the amount of $6,097.
   - Increase in FFCRA CM funding in the amount of $10,468.
   - Increase in Cares Act- Emergency HDM funding in the amount of $2,842.
3. The contract amendment is an overall budget increase of $75,765.

Alternatives for Commission to Consider:
   1. Approve the Amended Contract for 2020-2021.
   2. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the Amended Contract for 2020-2021.

Other Alternatives: N/A

Department Review: Finance

Funding Source:
Funding is not needed for this item.

Attachments:
   1. CRC Contract Amendment 2021.1-08
September 29, 2020

Thomas J. Kilmartin, Finance Director
601 North Laurel St.
Springfield, GA 31329
(912) 754-8011
(912) 754-6097 (FAX).

RE: Contract Amendment 2021.1-08

Dear Mr. Kilmartin,

Enclosed is the first contract amendment for FY 2021. This Amendment is a result of one time funding to support Emergency Congregate Meals and Congregate Meals through the Families First Coronavirus Response Act (FFCRA) and the Cares Act.

- Increase in Cares Act Home Delivered Meals funding in the amount of $38247
- Increase in FFCRA- HDM Supplemental funding in the amount of $18111
- Increase in NSIP State Funding in the amount of $6097
- Increase in FFCRA- Congregate Meals funding in the amount of $10468
- Increase in Cares Act- Emergency Home Delivered Meals Funding in the amount of $2842

Remember there is language in Section E of ANNEX A regarding transfer of funds among counties in which you provide services. Please review this section carefully.

Please also remember that this is ANNEX L to your contract, which shall contain this and all future correspondence regarding contract amendments. Each Annex L letter will, with your signature, indicate your receipt and acknowledgement of the most recent changes to your contract with the Coastal Regional Commission Area Agency on Aging. Please replace the previous versions with these documents in your FY2020 contract:

1. Annex A – Statement of Work
2. Annex I – 4.2 Revenue Plan and Units/Persons Served

If you have any questions, please do not hesitate to contact Pamela Rogers at 912-437-0840.

Sincerely,

Allen Burns
CRC Executive Director
After you have reviewed this amendment carefully, please sign both copies of this letter and other annexes where indicated, returning one copy to the CRC for our records. Please return all documents to this office no later than October 16, 2020.

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

CONTRACTOR EXECUTION:

Signature – Authorized Person

Typed Name and Title

Typed Name of Agency

Date Signed

CRC EXECUTION:

Signature – Executive Director

Allen Burns, Executive Director

Typed Name and Title

Signature – Chair, CRC Council

Allen Brown, Chair CRC Council

Typed Name and Title

10-7-2020

Date Signed

Enclosures

CC: Pamlea Rogers, Aging Services Director
    Lena Geiger, Finance Director
STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor: Effingham County Commission

Project: Operation of a Senior Center with Congregate and Home Delivered Meals

Contract Period: July 1, 2020 through June 30, 2021

Physical Address: Effingham County Commission
601 North Laurel St.
Springfield, GA 31329

Mailing Address: Effingham County Commission
601 North Laurel St.
Springfield, GA 31329

Financial Contact: Christy Carpenter, Finance Director
601 North Laurel St.
Springfield, GA 31329
(912) 754-8011
(912) 754-6097 (FAX)

Programmatic Contact: Margaret Moore
Effingham County Senior Center
128 New Stillwell Road
Springfield, GA 31329
(912) 754-2138
(912) 754-2152 (FAX)
II. SUMMARY

A. Purpose of Project

The purpose of the project is to operate a senior center in Effingham County that complies with Department of Human Services (DHS), Division of Aging Services (DAS) requirements and serves as a focal point for older individuals in the community. The senior center will serve a noon meal to senior center (congregate) participants and deliver a noon meal to participants of the home delivered meals (HDM) program.

Activities performed under this contract will be in compliance with all pertinent DHS DAS requirements, including procedural issuances, DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Section 206 related to senior center requirements and Section 304 related to nutrition service program guidelines and requirements), and any other current or forthcoming manual material or directives.

B. Program Objectives

The program objectives are as follows:

1. To operate a senior center in Effingham County, including delivery of home delivered meals, for a minimum of 250 days per year, with a maximum of ten (10) holidays to be observed on dates approved by the Coastal Georgia Area Agency on Aging (AAA)

2. To operate a senior center for a minimum of six hours per day (8 a.m. to 2 p.m.)

3. To serve 11,350 congregate meals, a minimum of 5,000 congregate meals (units) at the center annually

4. To serve an average of at least 20 congregate meals/participants at each center daily with an overall goal of serving an average of 30+ clients daily.

5. To offer a minimum of two hours per day of planned activities with an overall goal to provide four or more hours of planned activities daily. These activities are in addition to nutrition education services, but may include recreation, exercise, health promotion/wellness, and medication management activities.

6. To offer planned activities in offer planned activities in recognition of national observances relevant to older adults, (i.e. Older Americans Month, World Elder Abuse Awareness Day, and Alzheimer’s Awareness Month).
7. To ensure the provision of at least one health promotion/wellness activity per month at the senior center. Health promotion/wellness activities include presentations regarding breast cancer, heart disease, diabetes, etc.

8. To ensure the provision of at least four medication management activities annually at the senior center. Medication management activities include "brown bag" seminars, GeorgiaCares presentations, pharmacists as guest speakers, etc.

9. To ensure the provision of a nutrition education session at least once monthly at the senior center. Each nutrition education session must last at least 15 minutes.

10. To ensure the provision of at least two exercise/physical fitness activities per week at the senior center. Physical fitness activities include walking, chair exercises, thera-band exercises, etc.

11. To ensure the provision of at least ten recreation activities per month at the senior center. Recreation activities include sports, the performing arts, games, and crafts, which are facilitated by the site manager or another instructor/provider. Each recreation activity must last at least 30 minutes.

12. To ensure the provision and documentation of quarterly fire drills and annual tornado drills at the center.

13. To serve 20,153 home delivered meals (units) in Effingham County annually.

14. To ensure the provision and documentation of nutrition education to home delivered meals participants at least monthly.

C. Population to be Served

While there are exceptions, congregate and home delivered meals participants must (1) be 60 years of age or over or (2) be the spouse of a participant, regardless of age. Home delivered meals participants must also have functional impairments that prevent them from participating in a congregate meals program, or be responsible for the care of a dependent, disabled person in the home, to the extent that they cannot leave the person to attend a congregate site. Preference will be given to those in greatest economic or social need, and emphasis will be placed on low-income minority individuals and rural elderly.

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Sections 304 and 304).
Centers must be safe and accessible for all eligible individuals and comply with the Americans with Disabilities Act requirements, relating to access, and any other relevant DAS standards or program requirements. (Requirements regarding safety and accessibility are outlined in Section 206.5.2 of the Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services.)

D. Service Area

The service area is Effingham County, Georgia.

E. Staffing Requirement

The contractor must employ at least one staff person to serve as the senior center site manager who will supervise and provide oversight for the center and will ensure all requirements are met. He/she must demonstrate appropriate knowledge and skills to work with an elderly population, general ability to complete required fiscal and programmatic reports in an accurate and timely manner, and ability to gather and report required client data in the manner specified by the AAA and/or the Division of Aging Services.

In the absence of a site manager (due to sick leave, personal leave, training attendance, etc.), another employee of the contractor must be present to supervise the center during the period of time that participants are in attendance.

F. Food Service and Delivery

Under a sub-contract arrangement, meals are prepared on a daily basis at the Effingham County Prison kitchen, and are delivered to the senior center locations. Contractor staff at the senior center will be responsible for keeping food at the appropriate temperatures. Contractor staff will be responsible for serving the food at the center and for clean up after each meal.

The Food Service Manager at the Effingham County Prison is also responsible for individual packaging and delivery of home delivered meals to participants in the Home Delivered Meals program. The Prison will provide packaging material and will employ at least one staff person to deliver meals to the senior center and ensure that the state-required "holding" time of four hours is met. The last home delivered meal must be delivered (and the last congregate meal served) within four hours of food preparation. Volunteers should also be used to assist with meal packaging and/or delivery.

Contractor staff must comply with all nutrition program standards for food handling, processing, temperatures, food safety, and sanitation. Individuals serving food must wear hairnets and gloves. (Contractor staff continues to be responsible for food safety and temperatures when occasional picnic meals provided by the food vendor are served. If a meal is eaten at a restaurant during the course of a planned
trip, the restaurant staff and contractor staff share responsibility for food safety and temperatures.)

G. Required Service Days and Requests for Schedule Changes

Home delivered meals must be delivered 250 days per year, and congregate services must be provided 250 days per year. Non-delivery due to holidays shall not exceed 10 days per contract year.

Requests for deviations from the normal operating schedule must be submitted to the AAA for approval at least two weeks prior to the planned event. Deviations include center closings, picnics, trips, restaurant meals, etc.

If the contractor wishes to allow occasional meals/barbeques, etc. provided by churches, banks, or other organizations, the events must be scheduled after the normal operating hours of the senior center. Aging funds will not be expended for these events. (Contractor staff and the agency providing the meal are responsible for food safety and temperatures.)

H. Gateway as Single Point of Entry

The Coastal Georgia Area Agency on Aging is the “Gateway,” or single point of entry for aging programs, including congregate and home delivered meals services. Clients admitted into the programs shall be screened and referred to the contractor by the AAA’s Gateway intake and screening staff via an electronic format. Contractor staff is responsible for submitting a completed client disposition form to the AAA Gateway within (5) five business days after receiving client referrals.

When the contractor receives inquiries about services or requests for Home Delivered Meals (HDM) services, the information must be forwarded to the AAA where Gateway staff will conduct telephone screening. In the event there is no waiting list for HDM, the AAA Gateway staff will conduct the telephone assessment and then forward all information to the Contractor so that services can be initiated.

When space is available for new participants at the senior center, the site manager may conduct the initial assessment and enter the client intake and assessment information into the HARMONY system. In the event the senior center is operating at capacity and cannot accept new participants, the site manager shall refer individuals to the AAA Gateway office for a telephone assessment and placement on a waiting list.

The contractor agrees to provide the AAA toll free telephone number (800-580-6860) to inquirers and encourage them to call the number for a telephone screening to identify their needs and for referral to the appropriate services.
I. Intake/Registration and Assessment/Reassessment

Contractor staff is responsible for registering clients into the Harmony system once services are initiated and for conducting client assessments and reassessments for participants in accordance with DAS guidelines. The Contractor will maintain a participant file for each home delivered and congregate client. The file will contain all pertinent forms and information related to the participant.

When a client’s services are terminated (due to death, relocation, eligibility changes, etc.), Contractor staff is responsible for entering an “end date” in the client’s Harmony record indicating the date of and reason for the termination. Contractor staff is responsible for sending in a client disposition form within (5) five days after receiving the referral and/or termination of service.

J. Outreach Activities

Contractor staff must conduct outreach activities with emphasis on identifying potential congregate and home delivered meals program participants who are among those in greatest social and economic need. All outreach activities must be documented, and the documentation must be filed and maintained at the Senior Center. Outreach activities may include, but are not limited to, public service announcements, flyers, presentations at local clubs and associations, and faith-based contacts.

K. Additional Contractor Staff Responsibilities

In addition to contractor staff responsibilities specifically outlined in other sections of this Annex A, contractor staff must also:

a. Solicit volunteers, as needed, to assist with operation of the senior center, provision of congregate meals and services, and delivery of home delivered meals. (Volunteer time may be utilized as in-kind local match.)

b. Attend and participate in quarterly training and menu planning meetings conducted by the AAA.

c. Maintain detailed and diverse calendar of activities. While the AAA recognizes that planned activities may change during any given month, the contractor shall submit said calendars to the AAA for review monthly, at least five (5) business days before the month begins.

d. Complete program monitoring and evaluation (i.e., customer satisfaction) and document such evaluation. Contractor staff must submit an annual written report that summarizes evaluation findings, improvement goals, and an implementation plan.

e. Attend training sessions scheduled by the AAA or the Division of Aging Services

f. Assisting Coastal Georgia Area Agency on Aging staff with the maintenance of an up-to-date waiting list of potential congregate and home delivered meals participants.
g. Utilize a meal reservation system to ensure that wasted congregate and home delivered meals are kept at a minimum.

h. Maintain at least one computer station for site manager and program participant use. Site manager shall maintain an active email account.

Contractor will cooperate with the AAA in the implementation of senior center re-design, evidence-based programming and the development and implementation of a volunteer program that supports our aging services delivery system. Contractor shall adopt best practices that utilize advances in technology relevant in the field of aging and beneficial to the clients we serve. Contractor will include goals in their annual report that support senior center re-design, evidence-based programs, volunteerism and technology.

L. Site Council

Senior center staff is responsible for the development of a senior center site council, consisting of senior center participants. The site council gives participants the opportunity to have input into activities and decisions that affect the senior center. The site council advises the staff on the needs and concerns of the participants; gives support and assists with site programs, services, and activities; and reviews meal preferences and complaints. The site council, with input from the site manager and contractor, is also responsible for decisions related to expending funds raised via participant fundraisers (bake sales, raffles, etc.). Site council minutes must be taken for all meetings and must reflect the decisions of the council.

M. Availability of Technical Assistance

The Coastal Regional Commission’s AAA will provide guidance and technical assistance, as needed, to contractor staff. The AAA’s Nutrition and Wellness Coordinator will be available to assist in the planning and organization of successful wellness programs and to assist staff in meeting medication management, wellness/health promotion, and exercise/physical fitness goals. The AAA will also provide assistance in meeting nutrition education requirements.

III. PROJECT MANAGEMENT

A. Program Management System

The Effingham County Commission is a branch of the County government. The County Administrator is responsible for the overall performance of the project.

B. Financial Management System

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards, and OMB Circular A-133. A copy of the annual audit will be submitted to the Coastal Regional Commission.
Complete supporting documentation is retained, including time sheets, benefits, travel expense reports, invoices, etc. Allowable costs and allocation of those costs are determined by state and federal regulations. All records relative to this program will be available to CRC staff (or the CRC’s auditor) during regular office hours.

C. Invoicing (Monthly Reports)

Payment for services rendered under this contract will be made on a unit cost basis. In keeping with generally accepted accounting principles, the contractor will invoice monthly, utilizing a monthly report form provided by the Coastal Regional Commission. The monthly report will be submitted to the CRC by the 7th working day of the month following the report month. The contractor will submit monthly congregate and home delivered logs prepared by the senior center director/site manager or his/her designee to support the invoice (monthly report form). The monthly reports must be signed by the individual preparing the report (usually the site manager) and an authorized individual as identified below in Section IIIF of this Annex A. The CRC reserves the right to request other supporting documentation.

D. Fund Source(s) and Match Requirements

As illustrated below, Title III (C1 and C2) Older Americans Act funding requires a local match of 10%. Social Service Block Grant (SSBG) funding requires a local match of 12%. AoA Nutrition Services Incentive Program (NSIF) and Community Based Services (CBS) funding does not require a local match.
<table>
<thead>
<tr>
<th>Fund Source</th>
<th>CFDA #</th>
<th>Federal</th>
<th>State</th>
<th>Required Match</th>
<th>Program Income/Other Local Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSIP State Congregate Meal</td>
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<td>$ 13,734</td>
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<td>$ 72,616</td>
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<td>CBS Congregate Meal</td>
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<td>$ -</td>
<td>$ 9,130</td>
<td>$ -</td>
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<td>$10,468</td>
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<td>FFCRA-HDM</td>
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<td>$ 86,797</td>
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<td>NSIP State Home Delivered Meal</td>
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<td>$24,613</td>
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The contractor will furnish the required local match. Local match will be expended/recorded by the contractor monthly in an amount not less than 10% of the total monthly Title III (C1 and C2) expenditures and not less than 12% of the total monthly SSBG expenditures.

E. **Budget**

The total amount of this contract is **$300,602** including local match, program income and other local funds.

This is a unit cost contract, and the unit cost is:

- **$10.22** for congregate meals
- **$9.16** for home delivered meals

For information purposes, the Uniform Cost Methodology Spreadsheet used to establish this unit cost is on file at the CRC and is attached as Annex H. The maximum amount paid to the contractor will be the total federal and state funds as specified in Section IIID of this Annex A. No additional funds will be paid, regardless of the number of units provided. Additional costs are the responsibility of the contractor.
If the contract amount increases or decreases, a formal modification, signed by the CRC Executive Director, is required.

**F. Person(s) Authorized to Sign Monthly Reports (Invoices)**

The following person(s) are authorized to sign the Monthly Report Form:

<table>
<thead>
<tr>
<th>Typed or Printed Name</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
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## COASTAL REGIONAL COMMISSION
Revenue Plan and Units/Persons Allocations
Annex I

**FY 2021**

Instructions: Offerors must complete form for all programs and services proposed. Provide a written narrative concerning the budget. It is important to document the full costs of the program and the resources to fund the service as proposed. The total budget must equal the total cost as represented on the UCM spreadsheet.

### Provider Name: Effingham County

<table>
<thead>
<tr>
<th>Proposed County to be Served</th>
<th>Service Being Proposed (check all that apply)</th>
<th>Name of Fund Source (Offerer must specify other fund sources)</th>
<th>Federal $ Allocation</th>
<th>State $ Allocation</th>
<th>Minimum Required Match &amp; or In-Kind Donations</th>
<th>Projected Program Income</th>
<th>Projected Fees</th>
<th>Additional Funds Supporting Service</th>
<th>Total Budget</th>
<th># of Units</th>
<th>Projected # of Persons to be Served</th>
<th>Unit Cost or Line Item</th>
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<td></td>
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<td>NSIP - State</td>
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<td>$</td>
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Staff Report

Subject: FY21 Budget Amendment
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 11/03/2020
Item Description: Consideration to approve an amendment to the FY2020-2021 Budget.

Summary Recommendation:
Staff is requesting approval of an amendment to the FY2020-2021 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. Senior Center Congregate and Home Delivered Meals
   • Increase in Cares Act HDM funding in the amount of $38,247.
   • Increase in FFCRA HDM Supplemental funding in the amount of $18,111.
   • Increase in NSIP State Funding in the amount of $6,097.
   • Increase in FFCRA CM funding in the amount of $10,468.
   • Increase in Cares Act- Emergency HDM funding in the amount of $2,842.
2. The contract amendment is an overall budget increase of $75,765.

Alternatives for Commission to Consider:
1. Approve the Resolution to amend the budget for 2020-2021.
2. Provide Staff with Direction
Recommended Alternative:
Staff recommends Alternative number 1 – Approve the Resolution to amend the budget for 2020-2021.

Other Alternatives: N/A

Department Review: Finance

Funding Source:
General Fund - funding from additional revenues.

Attachments:
2020-2021 Budget Amendment Resolution
RESOLUTION TO AMEND THE FY2020-2021 BUDGET

WHEREAS, the FY 2020-2021 budget of Effingham County was adopted on June 2nd, 2020 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>
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<tr>
<td>032</td>
<td>Congregate Meals</td>
<td>TBD</td>
<td>-10,468</td>
<td>CRC Contract Amendment 2021.1-08</td>
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<tr>
<td>032</td>
<td>Groceries</td>
<td>100-5520-032-53-1301</td>
<td>10,468</td>
<td>CRC Contract Amendment 2021.1-08</td>
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<tr>
<td>033</td>
<td>Cares Act HDM</td>
<td>TBD</td>
<td>-38,247</td>
<td>CRC Contract Amendment 2021.1-08</td>
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<tr>
<td>033</td>
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<td>100-5510-033-53-1301</td>
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<td>CRC Contract Amendment 2021.1-08</td>
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<tr>
<td>033</td>
<td>FFCRA HDM Meals</td>
<td>TBD</td>
<td>-18,111</td>
<td>CRC Contract Amendment 2021.1-08</td>
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<tr>
<td>033</td>
<td>Groceries</td>
<td>100-5510-033-53-1301</td>
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<td>CRC Contract Amendment 2021.1-08</td>
</tr>
</tbody>
</table>

The amendment is increase the budget for Sr. Meals as amended in the contract with the CRC and is an increase to the budget.

Approved this _____ day of _______________ 2020.

Attest:

Stephanie D. Johnson, County Clerk
Wesley M. Corbitt, Chairman
Staff Report

Subject: GA Governor's Office of Highway Safety (GOHS) Grant Award
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 10-20-2020
Item Description: Consideration to accept a grant award from the Georgia Governor's Office of Highway Safety (GOHS) Grant Program.

Summary Recommendation:
Staff is requesting approval to accept a grant award from the Georgia Governor’s Office of Highway Safety (GOHS) Grant Program.

Executive Summary:
The number one goal for GOHS is to reduce the number of crashes, injuries and fatalities on Georgia’s roads and to provide highway safety data and fact-based analyses that will assist communities and safety advocates in implementing effective programs that will change high-risk driving behavior and increase safety on our streets and highways. The Effingham County Sheriff’s Office has been following this goal for the past several years by providing training of staff to implement these safety programs.

Background:
1. This is a reimbursement grant.
2. The awarded funding amount is $22,919.92.
3. There is no cost share requirement.

Alternatives for Commission to Consider:
1. Approve the acceptance of a GOHS grant award.
2. Do not approve the acceptance of a GOHS grant award.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the acceptance of a GOHS grant award.

Other Alternatives: N/A

Department Review: Effingham County Sheriff’s Office

Funding Source:
No cost share requirement

Attachments:
1. GOHS FY2021 Grant Award Letter
Effingham County Sheriff’s Office  
Attn: Mr. Jimmy McDuffie  
P.O. Box 1015  
Springfield, GA 31329

Re: Application #: TEN-2021-Effingham -00013-C  
Grant #: TEN-2021-F.A.S.T. 402 PT-013  
Project Title: TEN - South East Area  
CFDA #: 20.600  
FAIN: 69A37520300004020GA0

Dear Mr. Jimmy McDuffie:

Congratulations! It is my pleasure to inform you that your application in the amount of **$22919.92** federal funds has been approved. The effective date of the grant is October 1, 2020 through September 30, 2021. Allowed costs incurred within this period are reimbursable at a rate of 100% of the approved federal funds allocated above. Please keep in mind that all GOHS Grant funds must be identified separately in your accounting system. For additional details, please reference the Grant Terms and Conditions #5 entitled, “Accounting Records/Source Documentation.”

As a reminder, GOHS and the National Highway Traffic Safety Administration (NHTSA) must provide your agency with written approval prior to the purchase of any equipment item costing $5,000.00 or more. Throughout this process, your agency must ensure that their local procurement policies as well as the Buy America Act requirements are followed. If local policies are not available, your agency must use the State of Georgia procurement procedures.

GOHS is required to complete Risk Assessments on each grantee prior to the award and notify the grantee of the outcome. The Risk Assessment is based upon prior grants, audit reports, and/or interaction during the application process. Your agency’s Risk Assessment score for the FFY 2021 grant year is **low**. For additional information, please review the enclosed attachment entitled, “Risk Assessment”.

If your jurisdiction/agency (combined) receives federal funds of $750,000.00 or more in a year, an audit is required in accordance with 2 CFR Part 200, Subpart F. A copy of the audit report must be submitted to the Governor’s Office of Highway Safety (GOHS) prior to September 30, 2021.

Agencies awarded federal funds through GOHS are encouraged to receive their reimbursement payments electronically. If your agency received funds in FFY 2020, please review the information previously submitted on your Vendor Management Form (VMF) and update if needed by utilizing the enclosed “revised” VMF. If no changes are needed, GOHS will continue to use the information previously submitted to reimburse electronically. Agencies that did not receive federal funds in FFY 2020 must complete the enclosed VMF. Please note that in completing the VMF, GOHS will complete the Supplier’s number under Section 1 along with Section 5 once submitted. Upon completion, please mail the VMF to Mrs. MaJeana Mattox, GOHS Grants Specialist at the above address OR email her at, majeana.mattox@gohs.ga.gov no later than October 15, 2020. Once claims for reimbursement have been
submitted, your agency can verify the payment status on the State of Georgia Accounting Office’s vendor management portal at http://sao.georgia.gov/vendor-payment-management.

The Grant Terms and Conditions contain important information from GOHS. Enclosed you will find updated Grant Terms and Conditions (FFY 2021) as well as GOHS Special Conditions governing the above-referenced project. These documents clearly identify the guidelines and requirements governing your grant. Please note #1 under Grant Terms and Conditions states that all grant awards are contingent upon the availability of federal funds. Promotional/incentive type items may not be reimbursed. This includes, but is not limited to, key chains, shirts, cups, pens, and bags. New for FFY 2021, all grant announcements must obtain GOHS approval prior to being released to the public. The procedure for this will be to send your grant announcement to your GOHS Grant Manager. The Grant Manager will ensure the announcement contains the appropriate information and notify you of the approval. You can then release it to your media.

A copy of your grant application may be downloaded at https://georgia.intelligrants.com. After logging in, search for your grant by clicking on the Applications/Grants tab at the top of the page. Once you have located the appropriate grant, go to Access Management Tools and you will see the link to create a pdf.

Included with this letter is a copy of your signed certification page for your files.

Should you have questions regarding the content of this letter, please contact your assigned grant manager, Mr. W. Harrelson at (404) 656-6996. GOHS looks forward to your partnership in helping to make Georgia’s roadways safer.

Sincerely,

Allen Poole
Director

AP/sw

Enclosures (5)

cc: Mr. James Thompson, Agency Administrator
    Mr. Wesley Corbitt, Financial Officer
    Mr. W. Harrelson, Planner/Grant Manager
SUPPLIER (VENDOR) MANAGEMENT FORM

Agency Vendor Liaisons MUST review this form to ensure the supplier has completed the appropriate highlighted sections 1-5.
Agency Vendor Liaisons MUST complete the “AGENCY LIAISON USE ONLY” section prior to submission to SAO.

STATE OF GEORGIA-AGENCY LIAISON USE ONLY

CHECK ONE AND ENTER ID NUMBER

<table>
<thead>
<tr>
<th>Newly Assigned Supplier ID</th>
<th>Existing TeamWorks Supplier ID</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Change Bank Acct - Loc#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Address - #</td>
</tr>
<tr>
<td>Classification Change</td>
</tr>
<tr>
<td>HCM Vendor</td>
</tr>
<tr>
<td>Statewide Contract (DOAS Use Only)</td>
</tr>
<tr>
<td>Other (Provide Details in Section 5 and Initial)</td>
</tr>
</tbody>
</table>

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

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

SECTION 1 – SUPPLIER IDENTIFICATION (Complete all fields)

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

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

ROUTING # ____________________________  ACCOUNT # ____________________________

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

ACCOUNTS RECEIVABLE NOTIFICATION

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

PYMT REMIT EMAIL: ____________________________
PYMT REMIT EMAIL: ____________________________

Printed Name of Company Officer ____________________________  Signature of Company Officer ____________________________  Date ____________________________

Page 4 of 9
### SECTION 3 – SPECIFY TYPE OF ACTION(S). CHECK ALL THAT APPLY TO THIS REQUEST:

- Deactivate Supplier Profile (Enter justification in Section 5)
- Reactivate Supplier Profile
- 1099 Applicable. Enter Code ____________
- Add *New* Bank Account (Must complete Section 2)
- Change *Existing* Bank Account (Must complete Section 2)
- FEI/TIN Change (Cannot be changed if 1099 applicable)
- Supplier (Business) Name Change
- Add *Additional* Business Address
- Change *Existing* Business Address
- Other (Provide Details in Section 5)

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

**BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY**

- *Small Business*
- GA Resident Business
- Women Owned
- Minority Business Certified
- Hispanic – Latino
- Asian American
- African American
- Pacific Islander
- Native American
- Not Applicable

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

### SECTION 5 – ADDITIONAL SUPPLIER COMMENTS (Required if “Other” or “Deactivate” box checked in Section 3)
Pre-Award Risk Assessment Form

RATING SCALE

<table>
<thead>
<tr>
<th>No's</th>
<th>Description</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 3</td>
<td>Applicant considered low risk for monitoring</td>
<td>LOW</td>
</tr>
<tr>
<td>4 - 7</td>
<td>Applicant considered medium risk for monitoring</td>
<td>MED</td>
</tr>
<tr>
<td>8 - 12</td>
<td>Applicant considered high risk for monitoring</td>
<td>HIGH</td>
</tr>
</tbody>
</table>

Based on the above rating scale, applicants will be placed in one risk area. If awarded, sub-recipients will be monitored based on the following:

**High Risk**
1. Could withhold full or partial payments pending single audit results.
2. Schedule a meeting within the first month of grant award.
4. Provide training and technical assistance on program related matters.
5. Consider taking enforcement action against the non-compliant applicants.
6. GOHS will make a minimum of 2 visits to the sub-recipient during the grant year.

**Medium Risk**
1. Schedule a financial review with the applicant.
2. Could withhold full or partial payments pending single audit results.
3. Provide training and technical assistance on program related matters.

**Low Risk**
I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions, to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor’s Office of Highway Safety will not supplant state or local funds. Monthly reimbursement claim submissions filed electronically are in effect, “electronically signed”.

Agency Administrator *

Name: Mr. James Thompson  
Agency: Effingham County Sheriff’s Office  
Phone Number: (912) 754-3449  
Fax Number: (912) 754-7031  
Signature:  
Title: Corporal  
Address: P.O. Box 1015  
Springfield, GA, 31329  
Email Address: jthomson@effinghamcounty.org  
Date: 1/21/2020

Agency Staff *

Name: Mr. Wesley Corbitt  
Agency: Effingham County Sheriff’s Office  
Phone Number: (912) 754-2123  
Fax Number: (912) 754-7031  
Signature:  
FEI Number: 58-6000821  
Title: Comm. Chairman  
Address: P.O. Box 1015  
Springfield, GA, 31329  
Email Address: wcorbitt@effinghamcounty.org  
Date: 1/21/2020

Authorized Official *

Name: Mr. Jimmy McDuffie  
Agency: Effingham County Sheriff’s Office  
Phone Number: (912) 754-3449  
Fax Number: (912) 754-7031  
Signature:  
Title: Sheriff  
Address: P.O. Box 1015  
Springfield, GA, 31329  
Email Address: jmcduffie@effinghamcounty.org  
Date: 1/21/2020

* NOTE: AGENCY ADMIN, AGENCY STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.
GOVERNOR’S OFFICE OF HIGHWAY SAFETY GRANT
SPECIAL CONDITIONS

Law Enforcement Grants (Non-HEAT) - FFY 2021

The Georgia Governor’s Office of Highway Safety (GOHS) is pleased to award this grant, with the following special conditions:

All GOHS grantees are expected to fulfill the following requirements in addition to the terms and conditions in the attached grant application:

1. All grantees are required to promote Georgia’s safety belt laws, to include the necessity of drivers and passengers wearing safety belts and placing children in age/height appropriate child safety restraints. GOHS will provide information on the current Georgia safety belt law to the grantee.

2. All grantees are required to publicize their GOHS Awarded grant with the media, utilizing print, radio and/or television. The grant announcement must receive prior approval from GOHS before releasing to the media. It must be made within the first (1st) quarter of the approved grant. A copy of the actual announcement must be forwarded to GOHS. Records must be kept and provided to GOHS of all print media articles related to the grant as well as a copy of all announcements sent to radio and television stations. If possible, please provide radio/television station verification of the dates and times when announcements were aired.

3. All printed items produced with grant funds or ordered and paid for by this grant must receive prior approval from GOHS and include the current GOHS logo and/or a statement that says either “This project is funded by the Georgia Governor’s Office of Highway Safety” or “The Georgia Governor’s Office of Highway Safety is a full partner in this program.” Photo or scan of final produced items shall be attached with the invoice when filing for reimbursement.

4. All equipment must be purchased within the first three (3) months after the grant award effective date. Equipment with a cost of $5000.00 or more must be approved by GOHS and NHTSA prior to purchase. The agency must ensure that their local procurement policies as well as the Buy America Act are followed.

5. Grantee must submit a final programmatic report. The established due date will be provided by GOHS prior to the end of the fiscal year.

6. All grant programs must have an evaluation component that is approved by the Governor’s Office of Highway Safety.

7. Grantee receiving funds from GOHS must submit programmatic and claim reports MONTHLY, by the 20th of the following month. Monthly reports must document and support the objectives and activities outlined in grant. No financial claim will be processed without a programmatic report, which supports the expense.

8. Qualified Officers/Deputies assigned to activity hours must provide documentation showing hours worked AND hours worked on the project along with enforcement activity on a monthly basis. This documentation will be submitted via GOHS Form 203 or GOHS Form 203N.

9. Qualified Officers/Deputies must have sufficient training in traffic enforcement, including Radar, Lidar, SFST, etc. to perform project activities.

10. The Grantee must participate in regional Traffic Enforcement Network meetings and initiatives during the grant year. This should include monthly meetings, local safety events and campaigns, and press events.
11. All grant programs must cooperate fully with entities dealing with traffic safety issues to include but not limited to: SADD, MADD, Safe Kids, Public Health, other enforcement agencies, etc.

12. The Grantee must participate in the *Click-it or Ticket, Drive Sober or Get Pulled Over (OZT), Operation Southern Shield, Other State Mobilizations and National Highway Safety campaigns* and report numbers for each campaign to GOHS online reporting website: [www.gareporting.com](http://www.gareporting.com)

13. Grantees must obtain prior approval from GOHS before any out of state travel. A **Travel Authorization Request** must be submitted and approved in eGOHS Plus prior to making travel arrangements. Before GOHS approval, all claims and reports must be up-to-date.

14. GOHS grantees must submit crash reports electronically to GDOT (GEARS).

15. TEN grantees are required to submit a Governor’s Challenge application for the Network. Other LE grantees are strongly encouraged to participate in the Governor’s Challenge Program.

Please direct any questions about your grant and/or these conditions to:
Roger Hayes at rhayes@gohs.ga.gov or 404-971-0379.
Staff Report

Subject: Final Plat Approval
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: November 3, 2020
Item Description: Village Park Homes, LLC, requests approval of the final plat for Creekside, Ph I

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:
- Village Park Homes, LLC contractors have built roads, and water, sewer, and stormwater infrastructure for phase I. In order to sell the 79 lots of phase I for home construction, the final plat must be approved, and the roads, and water, sewer, and stormwater infrastructure accepted by the Board of Commissioners.
- EOM reviewed the plat, and inspected the right of way and all public utilities located within the right of way of phase I, 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 Subdivision bond for $66,919.20, and the Infrastructure bond for $147,298.00, which represents 10% of the total cost of water, sewer, drainage, and paving in phase I.
- The County Attorney reviewed and approved the warranty deed.

Alternatives for Commission to Consider
1 - Approve the final plat for Creekside ph I, 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 Creekside ph I
2. Final Plat Submittal Form & Checklist
3. EOM recommendation
4. Infrastructure Bond & Subdivision Bond
5. Warranty Deed
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

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

Name of Subdivision __________________ CREEK SIDE

Name of Applicant/Agent Hayden Rollins ___________ Phone_912-354-4626

Company Name __________________ HUSSEY GAY BELL

Address 329 COMMERCIAL DR., SAVANNAH, 31406

Owner of Record* CREEK SIDE INVESTMENTS ___________ Phone______________

Address 509 WHITAKER ST., SAVANNAH 31401

Engineer* HAL KRAFT ___________ Phone_912-354-4626

Address 329 COMMERCIAL DR., SAVANNAH, 31406

Surveyor* COASTAL SURVEYING ___________ Phone_843-645-4446

Address 48 RIVERWALK DR., BLDG 8 RIDGELAND, SC 29938

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

Total acreage subdivided 116.75 Zoning PLANNED DEVELOPMENT-PD Number of Lots 79

Date of sketch plan approval 1/15/2019 Date of preliminary plan approval 11/5/2019

Map#/Parcel# to be subdivided 436-46, 47 List all contiguous holdings in the same ownership:

Map#/Parcel# 436-46, 47

Water supply COUNTY

Sewer supply COUNTY

Have any changes been made since this Subdivision was last before the County Commission? NO

If so, please Describe: N/A

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

This 23rd day of OCTOBER 2020

Applicant __________________

Owner __________________

NOTARY PUBLIC

Page 1 of 3
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. 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.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Information:</td>
<td></td>
</tr>
<tr>
<td>✔ 1. Graphic scale.</td>
<td></td>
</tr>
<tr>
<td>✔ 2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.</td>
<td></td>
</tr>
<tr>
<td>✔ 3. North arrow.</td>
<td></td>
</tr>
<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 that align with proposed streets, 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>
</tr>
<tr>
<td>20.</td>
<td>Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).</td>
</tr>
<tr>
<td>21.</td>
<td>Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS</td>
</tr>
<tr>
<td>22.</td>
<td>Certificate of Approval — To be signed by County Commission chair.</td>
</tr>
<tr>
<td>25.</td>
<td>Signed Certificate of Ownership and Dedication — Corporation (Corporate Seal must be affixed to plat; signature of one corporate officer).</td>
</tr>
<tr>
<td>26.</td>
<td>Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.</td>
</tr>
<tr>
<td>27.</td>
<td>Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.</td>
</tr>
<tr>
<td>28.</td>
<td>Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.</td>
</tr>
</tbody>
</table>

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

This 23rd day of October, 2020

[Signature]
 Applicant

[Signature]
 Owner

Page 3 of 3
Teresa Concannon  
County Planner  
Effingham Board of Commissioners  
601 N Laurel Street  
Springfield, GA 31329  

Re: Creekside Final Plat  

Dear Ms. Concannon,  

The Creekside Subdivision and Creekside Infrastructure 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 Creekside Subdivision and Creekside Infrastructure, 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. The comments regarding electrical components for the lift station should be addressed, inspected and approved by November 2, 2020.  

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

Sincerely,  

Srikar Velagapudi  
Civil Engineer  
EOM Operations
MAINTENANCE BOND

BOND NO: AL102405

Know all men by these presents that we Village Park Homes, LLC, Principal, and First Indemnity of America Insurance Company, a corporation organized under the laws of the State of Georgia and duly authorized to transact business in the State of Georgia, as surety, are held and firmly bound unto Effingham County as Obligee in the sum of One Hundred Forty Seven Thousand Two Hundred Ninety Eight Dollars and 00/100 ($147,298.00), for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the principal has agreed to provide a maintenance bond for:

Project Name: Creekside Infrastructure Project – Phase 1  Parcel ID# 0430046 & 04360047
Project Location: SR 30
Contact Name: Tim Franks/John Cote  Phone#: 843.836.9700
Mailing Address: 4454 Bluffton Park Crescent, Bluffton, SC 29910
Email Address: Tfranks@villageparkgroup.com/Jcole@villageparkgroup.com

This Maintenance Bond is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

This bond shall have a term of 12 months commencing on 09/24/2020 and shall be automatically renewed unless provided with written release by the Obligee.

Now, therefore, the condition of this obligation is such that if the Principal and Surety shall indemnify the Obligee for all damage that the Obligee may sustain by reason of the Principal’s failure to maintain all required improvements and installations as described above, then this obligation shall be void, otherwise it shall remain in force until released by the Obligee.

[Signatures on Following Page]
Signed, sealed and dated this 24th day of September, 2020

Witness

Village Park Homes, LLC
Type name of business entity, if applicable
By:
PRINCIPAL
Type Name: Tim Franks
Type Title: Director of Land Dev
Date: 10-1-20

Witness

Menuel Jones

First Indemnity of America Insurance Company
Type name of business entity, if applicable
By: 
SURETY
Type Name: Jaime Lynn George-Perando
Type Title: Attorney-in-fact
Date: September 24, 2020
NEW BUSINESS
04
November 3, 2020

FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Arthur H. Jones, Jaime Lynn George-Perando, Rush H. Seale, Adam T. Grap, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.

Patrick J. Lynch, President

STATE OF NEW JERSEY )
COUNTY OF MORRIS ) ss:

On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 24th day of September, 2020.

Jane E. Lynch, Secretary
STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY

WHEREAS, FIRST INDEMNITY OF AMERICA INSURANCE COMPANY, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEW JERSEY, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

SURETY

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, 2021, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY, JUNE 4, 2020

JOHN F. KING
COMMISSIONER OF INSURANCE

LICENSE NUMBER: 2000990
NAIC NUMBER: 38326
MAINTENANCE BOND

BOND NO: AL102406

Know all men by these presents that we Village Park Homes, LLC, Principal, and __ First Indemnity of America Insurance Company __ a corporation organized under the laws of the State of Georgia and duly authorized to transact business in the State of Georgia, as surety, are held and firmly bound unto Effingham County as Obligee in the sum of __Sixty Six Thousand Nine Hundred Nineteen Dollars and 20/100 ($66,919.20)_ , for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the principal has agreed to provide a maintenance bond for:

Project Name: Creekside Subdivision – Phase 1 Parcel ID#: 0430046 & 04360047
Project Location: SR 30
Contact Name _ Tim Franks/John Cote _ Phone# _ 843.836.9700 _
Mailing Address 4454 Bluffton Park Crescent, Bluffton, SC 29910
Email Address _ TimFranks@villageparkgroup.com/Jcote@villageparkgroup.com _

This Maintenance Bond is issued to assure the maintenance of required improvements and installations after the approval of a final plat.

This bond shall have a term of 12 months commencing on _09/24/2020_ and shall be automatically renewed unless provided with written release by the Obligee.

Now, therefore, the condition of this obligation is such that if the Principal and Surety shall indemnify the Obligee for all damage that the Obligee may sustain by reason of the Principal's failure to maintain all required improvements and installations as described above, then this obligation shall be void, otherwise it shall remain in force until released by the Obligee.

[Signatures on Following Page]
Signed, sealed and dated this 24th day of September, 2020

Witness

Village Park Homes, LLC
Type name of business entity, if applicable
By:

PRINCIPAL
Type Name: Tim Franken
Type Title: Director of Land Dev
Date: 10-1-20

Witness

Menuel Jones

First Indemnity of America Insurance Company
Type name of business entity, if applicable
By:

SURETY
Type Name: Jaime Lynn George-Perando
Type Title: Attorney-in-fact
Date: September 24, 2020
FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Arthur H. Jones, Jaime Lynn George-Perando, Rush H. Seale, Adam T. Grap, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.

Patrick J. Lynch, President

STATE OF NEW JERSEY )
COUNTY OF MORRIS ) ss:

On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.

KATHLEEN FOCHESTO
Commission # 2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2025

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 24th day of September, 2020.

Jane E. Lynch, Secretary

AL102406
STATE OF GEORGIA
OFFICE OF INSURANCE AND SAFETY FIRE COMMISSIONER
CERTIFICATE OF AUTHORITY

WHEREAS, FIRST INDEMNITY OF AMERICA INSURANCE COMPANY, ORGANIZED UNDER THE LAWS AND REGULATIONS OF THE STATE OF NEW JERSEY, HAVING COMPLIED WITH THE REQUIREMENTS OF THE LAWS AND REGULATIONS OF THIS STATE AS ARE APPLICABLE TO SUCH ORGANIZATION, IT IS HEREBY LICENSED TO TRANSACT THE BUSINESS OF INSURANCE IN THE STATE OF GEORGIA ACCORDING TO THE LAWS THEREOF, WITH RESPECT TO THE FOLLOWING CLASSES AND/OR LINES OF INSURANCE:

SURETY

NOTHING CONTAINED IN THIS LICENSE AUTHORIZES THE LICENSEE TO ENGAGE IN OR WRITE ANY CLASSES OR KINDS OF INSURANCE IN THIS STATE FOR WHICH THE LICENSEE IS NOT AUTHORIZED IN ITS STATE OF DOMICILE.

PURSUANT TO O.C.G.A. SECTION 33-3-16(a), THIS CERTIFICATE OF AUTHORITY EXPIRES AT 11:59 P.M. ON JUNE 30, 2021, UNLESS SUSPENDED OR REVOKED IN THE MANNER PROVIDED BY LAW.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY, JUNE 4, 2020

JOHN F. KING
COMMISSIONER OF INSURANCE

LICENSE NUMBER: 2000990
NAIC NUMBER: 36326
STATE OF GEORGIA 

COUNTY OF EFFINGHAM 

WARRANTY DEED

THIS INDENTURE, made this ___ day of _________, 2020, between VILLAGE PARK HOMES, LLC, a South Carolina limited liability company, 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 within Creekside Subdivision, Phase 1, to wit:

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 and depicted as “CREEKSBIDE BOULEVARD,” “BRITTANY COURT,” and “PAYTON PLACE,” and the lift station property and facilities depicted as "LIFT STATION," on that certain Final Plat of Phase 1 Creekside Subdivision, located in 9th G.M. District, Effingham County, Georgia, prepared by Colin Jesse Bearden, GA PLS No. 3372, Coastal Surveying Co., Inc., dated _____________, 2020, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Book ____, Page ____, said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed. It is the intention of the Grantor to convey to the Grantee all of its interest in the above-described lift station, streets and rights of way for public access.

TOGETHER WITH the water and sanitary sewer systems, lift station facilities, and drainage improvements located within said properties, rights-of-way and public easements, all located within Creekside Subdivision, Phase 1, as shown on the aforementioned plat which are incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, common areas, and any portion of the water system from the water meter to any residence.

TOGETHER WITH a perpetual, non-exclusive appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities over, through and across and in those areas designated as utility easements, and drainage easements, including the right to ingress and egress over the easements, all located within Creekside Subdivision, Phase 1, 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.

VILLAGE PARK HOMES, LLC,
a South Carolina limited liability company

By: ________________ (SEAL)

Name: ________________

Its: DIRECTOR OF LAND DEVELOPMENT.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

ACCEPTED AND AGREED TO THIS ____ DAY OF ____________, 2020.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: ____________________________
Wesley Corbitt
Chairman

Attest: ____________________________
Stephanie Johnson
Effingham County Clerk

Signed, sealed and delivered in the presence of:

Witness

Notary Public
Staff Report

Subject: County Storm Water Utility Study
Author: Charles George, P.E., County Engineer
Department: Engineering
Meeting Date: November 3, 2020
Item Description: Consideration to Approve a Professional Services Contract award for the County Storm Water Utility Study

Background: Professional Services proposals were received from 4 firms to analyze the viability of the County implementing a Storm Water Utility to develop funding for storm water /drainage improvements and maintenance. The following are the bids received:

- GWES, LLC (Brunswick, Ga): $29,900.00
- Integrated Science (Newman, Ga): $30,000.00
- Pittman Engineering (Richmond Hill): $38,500.00
- Thomas & Hutton (Savannah): $45,000.00

County Staff has performed an evaluation of the firms relating to Project Staff, Experience, Project Approach, past experience with the County, and fee submitted. From this evaluation, the firms have been ranked as follows:

1. GWES, LLC 90 pts
2. Pittman Engineering 95 pts
3. Integrated Science 80 pts
4. Thomas & Hutton 90 pts

Summary Recommendation: County Engineering recommends approval of the award of the Professional Services Contract to Pittman Engineering for the contract price of $38,500.00. Pittman Engineering provided the most comprehensive project approach and experience to provide the County the best product.

Alternatives for Commission to Consider

1. Approve the Staff Recommendation for Approval of the Professional Services Contract to Pittman Engineering for $38,500.00
2. Reject the Staff’s recommendation and award the Contract to GWES, LLC Engineering for $29,900.00
3. Reject all proposals

Recommended Alternative: Approve Alternate 1. Other Alternatives: None

Department Review: Engineering Funding Source: General Fund

Attachments:

1. Bid Tabulation
2. Professional Services Contract
<table>
<thead>
<tr>
<th>RFP 21-105-001 Submittals</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>GWES, LLC</td>
<td>Integrated Science &amp; Engineering</td>
</tr>
<tr>
<td>$29,900.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Pittman Engineering</td>
<td>Thomas &amp; Hutton</td>
</tr>
<tr>
<td>$38,500.00</td>
<td>$45,000.00</td>
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<tr>
<td>Item</td>
<td>Points</td>
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<td>----------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Project Team 20 pts</td>
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<tr>
<td>A County Experience 30 pts</td>
<td>30</td>
</tr>
<tr>
<td>RFP 21-105-100 County Storm Water Utility Study Proposals</td>
<td></td>
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<tr>
<td>TIR</td>
<td>15</td>
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<tr>
<td>Integrated Science</td>
<td>15</td>
</tr>
<tr>
<td>Platinum Engineering</td>
<td>10</td>
</tr>
<tr>
<td>GWE3, LLC</td>
<td>10</td>
</tr>
<tr>
<td>Total Points</td>
<td>80</td>
</tr>
</tbody>
</table>

Note: The table provides a summary of points for a project related to the RFP 21-105-100 County Storm Water Utility Study Proposals.
SCOPE OF WORK

The County needs to devise a method to adequately fund the storm water management programs through a Storm water Utility. This would generate a fee for services related to storm water issues within the county. The objective of the fee structure is the fair and equitable distribution of the cost of the storm water management program to those who are creating the demand for the services provided by the County. In simple terms, the basis of the rate structure should consist of the following, but not limited to, concepts;

1. All users pay their “fair share”. Customers would be subject to only those fees/charges that are unique to drainage characteristics of the area/basin/watershed in which they live and specific to their “demand for services”.

2. Fee is based on the relative cost for services received

3. The fees reflects the relative impact of storm water runoff (use) of each parcel in the storm water management service area

4. The first part of the fee structure determines how costs are allocated to a customer. The second part is what costs (services) should be charged to each customer. Since stormwater is not a metered utility like electricity or water, other methods must be considered to determine ones impact and use of the systems and services that are being provided. The objective of the Study’s results would lead into a Stormwater Master Plan development containing recommendations to minimize property damage, protect existing watershed, and identify and plan needed drainage improvements.

The Scope of Work for the Consultant is to include, but not limited to:

Rate Structure Development, Methodology, and Justification

Geographic extend that services are provided

Credit policies
Services Contract

Between
Effingham County Board of Commissioners and Pittman Engineering
601 North Laurel Street P.O. Box 822
Springfield, GA 31329 Richmond Hill, Georgia 31324

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 Pittman Engineering (hereinafter called the "Consultant"). 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 Construction Services Company as specified in RFP No. 21-105-001 Professional Services Contract - County Storm Water Utility Study and

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

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

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I.1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFP No. 21-105-001 – Professional Services Contract – County Storm Water Utility Study and related addenda which are hereby adopted and incorporated as if set forth fully herein and RFP response submitted dated October 7, 2020.

SECTION I.2 CONTRACT.
This Contract is one time lump sum in the amount of $38,500.00

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

SECTION I.4 PERSONNEL AND EQUIPMENT.
The Consultant 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 Consultant 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 Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant shall be incorporated in written amendments to this Contract.

SECTION 1.6 TERMINATION OF CONTRACT FOR CAUSE.
The County may terminate this Contract for cause or Consultant’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant 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 1.7 TERMINATION OF CONTRACT WITHOUT CAUSE.
The County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Consultant 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 Consultant 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 Consultant shall indemnify and hold harmless Effingham County and its officers, directors, partners, employees, agents, consultants, and sub-consultants from and against all claims, costs, losses, and damages for injuries to or death of any person or persons or damage to the property or other rights of any person or persons (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 Consultant, its sub-consultants, 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 Consultant’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 Consultant or by the scope and amount of insurance maintained by the Consultant.

SECTION I-10  COVENANT AGAINST CONTINGENT FEES.
The Consultant shall comply with the relevant requirements of all Federal, State, County or other local laws. The Consultant warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Consultant, 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 Consultant and its sub-consultants 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 Consultant further agrees that, in the performance of the Contract no person having such interest shall be employed.

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

Interests of Public Officials.
Consultant warrants for itself and any sub-consultant 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 sub-consultants 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 Consultant 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 consultant 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 sub-consultants 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 Pittman Engineering, P.O. Box 822, Richmond Hill, Georgia 31324. 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 Consultant for his services as follows:

Monthly progress payments based on work performed during the pay period and approved invoices submitted by the Contractor to the County Engineer.

These rates and fees shall remain in effect until December 29, 2021, without exception.

All invoices shall contain the following:
Date services performed
Detailed account of services performed
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.

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 County will waive costs associated with permits 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.
New Business 05 – Professional Services Contract- County Storm Water Utility Study

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract General Liability and Professional Liability 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 sub-contractors. 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 (consultant’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.

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 consultant 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 CONSULTANT 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 Consultant shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.
RFP No. 21-105-001 – Professional Services Contract- County Storm Water Utility Study

Additional Coverage for Engineering Services:

Professional Liability: Insure errors or omission on behalf of 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 Consultant’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 ____________, 2020.

PITTMAN ENGINEERING
P.O. BOX 822
RICHMOND HILL, GA 31324

Witness Signature

Signature

Title

Page 9 of 10
BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

WESLEY CORBITT, CHAIRMAN

Attest:

Stephanie Johnson, County Clerk

CONTRACT NO. 21-55-001A

COMMISSION APPROVAL DATE:
Summary Recommendation:
Staff recommends the following changes to our Group Insurance benefits for Calendar Year 2021:

1. Medical Insurance – After careful review of the proposals received, Staff recommends the County moves to Partially Self Insured with Meritain, Option 2 as our vendor.

2. Dental and Vision Insurance – Met Life has proposed a renewal with no increase in premiums or plan design. Staff recommends renewing the Met Life Dental and Vision Insurance contract.

3. Short Term Disability, Long Term Disability and Basic Life Insurance – Due to unsatisfactory service, Staff requested the coverages be put out for bid. After careful review of the proposals received, Staff recommends accepting the proposal given by Mutual of Omaha.

4. COBRA Administration – This service would be provided by Meritain. Staff recommends cancelling the current contract with Infinisource/ISolved for 2021 and moving administration over to Meritain as part of the Partially Self-Funded medical insurance.

5. Flex Spending Administration – Staff recommends renewing contract with Infinisource/ISolved for Calendar Year 2021.

Executive Summary:
Medical Insurance - USI received Fully Insured proposals from 3 vendors, Anthem (current provider), Humana, and United Health Care and Partially Self-Funded proposals from 3 vendors, Meritain, Anthem and UMR. An in depth review by Staff and the USI brokers of both fully insured and Partially Self Insured proposals indicate the County would be best served by electing the Partially Self Insured proposal for our medical and pharmacy benefit plan. Partially Self Insured will allow the County to have complete transparency in all facets of our costs, claims and plan design.

Dental and Vision Insurance – Met Life is our current provider and proposed no changes to our plans or costs for 2021. Staff is pleased with service received and plan design.

Short Term Disability, Long Term Disability and Basic Life Insurance – Staff asked USI to place these coverages out for bid due to the extremely unsatisfactory customer service related to the Short Term Disability coverage. Bids received allowed the County to reduce our costs but also keep the same or slightly enhanced plan in place for the employees.

COBRA Administration – With the County moving to Partially Self Insured, the COBRA administration would be provided by the Third Party Administrator, Meritain at no additional cost. This would save the County approximately $2,200 per year by cancelling the services with Infinisource/ISolved.
FLEXIBLE SPENDING ADMINISTRATION – Staff recommends renewing the contract with Infinisource/ISolved for our flexible spending administration. Staff has been pleased with the service received.

ALTERNATIVES FOR COMMISSION TO CONSIDER:
1. Approve the summary recommendations as noted above and in detail in attached documents.
2. Disapprove recommendations as noted above and provide staff guidance.

FUNDING: Budget projections for Calendar Year 2021 are sufficient to cover costs if Staff recommendations are approved. Costs associate with the recommendations are flat or less than current year costs.

RECOMMENDED ALTERNATIVE: Alternative #1

DOCUMENTS ATTACHED:
1. Insurance Renewals/Changes for Calendar Year 2021
Insurance Renewals / Changes for Calendar Year 2021

DENTAL AND VISION INSURANCE – Provided by Met Life

Met Life has proposed a flat renewal. There will be no change to our current rates and no change to our plan designs.

Rates for Vision and Dental insurance are guaranteed through 12/31/2021

Staff recommends continuing the contract with Met Life for dental and vision insurance.
## Effingham County Board of Commissioners

### Dental Plan

#### Benefit Outline and Cost Summary

January 1, 2021 Renewal Date

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>Current</th>
<th>Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carrier</td>
<td>MetLife</td>
<td>MetLife</td>
</tr>
<tr>
<td>Plan Type</td>
<td>PPO</td>
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</tr>
<tr>
<td>Deductible (Individual / Family)</td>
<td>$50 / $150</td>
<td>$50 / $150</td>
</tr>
<tr>
<td>Waived For Preventive</td>
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<td>Yes</td>
</tr>
<tr>
<td>Annual Maximum</td>
<td>$1,750</td>
<td>$1,750</td>
</tr>
<tr>
<td>Max Rollover</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>Preventive Services</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Basic Services</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Major Services</td>
<td>60%</td>
<td>60%</td>
</tr>
<tr>
<td>Endodontics / Periodontics</td>
<td>Basic</td>
<td>Basic</td>
</tr>
<tr>
<td>Implants</td>
<td>Major</td>
<td>Major</td>
</tr>
<tr>
<td>Orthodontia</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Eligibility</td>
<td>Adult and Child</td>
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<tr>
<td>Lifetime Maximum</td>
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<tr>
<td>Waiting Periods (Prev. / Basic / Major)</td>
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<td>0 / 0 / 0</td>
</tr>
<tr>
<td>Non-Network</td>
<td>90th UCR</td>
<td>90th UCR</td>
</tr>
<tr>
<td>Deductible (Individual / Family)</td>
<td>$50 / $150</td>
<td>$50 / $150</td>
</tr>
<tr>
<td>Annual Maximum</td>
<td>$1,750</td>
<td>$1,750</td>
</tr>
<tr>
<td>Prev. / Basic / Major</td>
<td>100% / 100% / 60%</td>
<td>100% / 100% / 60%</td>
</tr>
</tbody>
</table>

#### Rate Guarantee

- **Until 1/1/2021**
- **Until 1/1/2022**

### Rates & Total Cost

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
<th>Current Cost</th>
<th>Renewal Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>170</td>
<td>$29.09</td>
<td>$29.09</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>52</td>
<td>$58.71</td>
<td>$58.71</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>51</td>
<td>$67.16</td>
<td>$67.16</td>
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<tr>
<td>Employee + Spouse &amp; Child(ren)</td>
<td>57</td>
<td>$96.89</td>
<td>$96.89</td>
</tr>
<tr>
<td>Total Employees</td>
<td>330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Total</td>
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<td>$203,353</td>
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</tr>
<tr>
<td>Change From Current</td>
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<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Percentage Change</td>
<td></td>
<td>0.0%</td>
<td></td>
</tr>
</tbody>
</table>

### Notes

1. Enrollment source: MetLife renewal
### Vision Plan

#### Benefit Outline and Cost Summary

**January 1, 2021 Renewal Date**

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carrier</td>
<td>MetLife</td>
</tr>
<tr>
<td>Exam Copay</td>
<td>$10</td>
</tr>
<tr>
<td>Materials Copay</td>
<td>$20</td>
</tr>
<tr>
<td>Exam</td>
<td>100%</td>
</tr>
<tr>
<td>Lenses</td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>100%</td>
</tr>
<tr>
<td>Bifocal</td>
<td>100%</td>
</tr>
<tr>
<td>Trifocal</td>
<td>100%</td>
</tr>
<tr>
<td>Lenticular</td>
<td>100%</td>
</tr>
<tr>
<td>Frames</td>
<td>100% to $150; 20% Off Balance&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td>Elective Contacts</td>
<td>100% to $150</td>
</tr>
<tr>
<td>Lasik Surgery Discount</td>
<td>Included</td>
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<tr>
<td>Benefit Frequencies (E / L / F / C)</td>
<td>12 / 12 / 24 / 12</td>
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<tr>
<td>Non-Network Benefits</td>
<td>Scheduled</td>
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<tr>
<td>Rate Guarantee</td>
<td>Until 1/1/2022</td>
</tr>
</tbody>
</table>

#### Rates & Total Cost

<table>
<thead>
<tr>
<th>Classification</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$7.76</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$13.57</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$14.75</td>
</tr>
<tr>
<td>Employee + Spouse &amp; Child(ren)</td>
<td>$22.50</td>
</tr>
</tbody>
</table>

**Total Employees**: 306

**Annual Total**: $43,471

#### Notes

1. Discount is not offered at Costco, Walmart, and Sams Club.
2. Enrollment source: MetLife renewal
October 15, 2020

Attn: Benefits Administrator
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
601 N LAUREL STREET
SPRINGFIELD, GA 31329

Subject: Renewal Rate Analysis For EFFINGHAM COUNTY BOARD OF COMMISSIONERS - Group # 05965544

Dear Benefits Administrator:

We would like to take this opportunity to thank you for your continued business. Each year Metropolitan Life Insurance Company conducts an evaluation of your company’s composition — analyzing industry trends, age, gender, salary and where applicable, utilization patterns — to determine your group renewal rates.

After careful review, we have prepared the group renewal rates for your Voluntary Dental and Vision coverages. Please refer to the Renewal Rates section for details. A customer’s renewal rates are determined by predicting future claim levels (i.e. their upcoming policy year). In order to set these rates, MetLife reviews past experience (claims) to determine future experience. Typically, this would be accomplished by simply trending the customer’s claims to project future claim activity for their next renewal period. However, because COVID-19 has significantly impacted dental claim patterns, these months will not be representative of future claims. In order to account for the monthly claim volatility in our experience rating formulas, we will be removing COVID impacted months from the experience period used to calculate renewal rates actions. Please refer to the Renewal Rates section for details.

Renewal Effective Date:
Billing statements as of January 1, 2021 will reflect the renewal rates listed in the Renewal Rates section. Any additional group coverages not specifically mentioned in this letter that are active at the time of the renewal will have their rates continued through the coming year.

Add More Value to Your Benefits Plan
Optimize your benefits investment by adding a MetLife group Life and Disability plan to your benefits program. Our unmatched product suite, exceptional service and results driven enrollment programs can help you build a benefits program that’s right for you and your employees.

If you have any questions, please contact your Broker or MetLife Sales Representative.

We look forward to continuing to provide quality benefit solutions to you and your employees.

Sincerely,

MetLife Renewal Underwriting
cc: HOMER GARRISON
cc: Atlanta Sales Office
Renewal Rates effective January 1, 2021

*Specific group coverages not listed below will be renewed at current rates

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Current Rate(s)</th>
<th>Renewal Rate(s)</th>
<th>Lives</th>
<th>Renewal Annual Premium</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voluntary Dental</td>
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<td>$203,353.32</td>
<td>0.0%</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$29.09</td>
<td>$29.09</td>
<td>170</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$58.71</td>
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<td>52</td>
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<td></td>
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<tr>
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<td>51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee + Family</td>
<td>$96.89</td>
<td>$96.89</td>
<td>57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Lives</td>
<td></td>
<td></td>
<td>330</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rates are guaranteed from January 1, 2021 - December 31, 2021 (12 months)
For renewals effective 01/01/2022 the rate increase will not exceed 6.00%

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Current Rate(s)</th>
<th>Renewal Rate(s)</th>
<th>Lives</th>
<th>Renewal Annual Premium</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vision</td>
<td></td>
<td></td>
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<td>$43,471.32</td>
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<tr>
<td>Employee Only</td>
<td>$7.76</td>
<td>$7.76</td>
<td>169</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee + Spouse</td>
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<td>56</td>
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</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$14.75</td>
<td>$14.75</td>
<td>35</td>
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<tr>
<td>Employee + Family</td>
<td>$22.50</td>
<td>$22.50</td>
<td>46</td>
<td></td>
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</tr>
<tr>
<td>Total Lives</td>
<td></td>
<td></td>
<td>306</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rates are guaranteed from January 1, 2020 - December 31, 2022 (36 months)
Like most group insurance policies and benefit programs, insurance policies and benefit programs offered by Metropolitan Life Insurance Company and its affiliates contain certain exclusions, exceptions, waiting periods, reductions of benefits, limitations and terms for keeping them in force. Please contact MetLife for complete details.

If you are a customer with employees working in the State of Connecticut, please review the "CT Employee Terminations" topic found in MetLife’s online Administration Manual under the appropriate coverage section (www.whymetlife.com/adminmanual)

Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes
Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife’s Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with written notice at least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. Once renewal details are finalized, a second notice must be provided setting forth the details of the coverage premium change. If you would like wording for these notices, please contact your MetLife service team.

Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company’s obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company’s policies and procedures.

Benefits are underwritten by Metropolitan Life Insurance Company, New York, NY. Certain claims and network administration services are provided through Vision Service Plan (VSP). VSP is not affiliated with Metropolitan Life Insurance Company or its affiliates. In certain states, availability of MetLife’s group vision benefits is subject to regulatory approval.
U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, herein called MetLife, enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products (Products) with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products. Each such intermediary (Intermediary) MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. MetLife’s current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of Products sold through your Intermediary during a one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a one-year period; (3) the persistency percentage of Products inforce through your Intermediary during a one-year period; (4) the block growth of the Products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a fixed percentage or sliding scale of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expenses, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife’s base compensation and supplemental compensation plans can be found on MetLife’s Web site at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 786-1800.

Non-U.S. Coverage

When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker or agent. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.
Insurance Renewals / Changes for Calendar Year 2021

SHORT TERM DISABILITY, LONG TERM DISABILITY AND BASIC LIFE INSURANCE – Provided by Anthem in 2020:
  ❖ This is a County Paid benefit for all full time employees.
  ❖ Due to customer service issues with Short Term Disability, staff requested USI put these coverages out for bid.
    o USI received bids from 6 vendors: Anthem (current provider), Lincoln Financial, Mutual of Omaha, Prudential, Cigna and The Standard

Based on the bids received and USI recommendation, Staff recommends cancelling the plans with Anthem and selecting the proposal from Mutual of Omaha.

Justification for the Mutual of Omaha recommendation is as follows:
  ❖ Level of benefits for employees is the same or slightly enhanced
  ❖ The cost of the coverages is less to the County ~ Short Term Disability saves County $18,242 per year (Exhibit 1); Long Term Disability saves the County $17,919 per year (Exhibit 2); Basic Life Insurance saves the County $22,422 per year (Exhibit 3). Total annual savings to County $58,583.
  ❖ Dedicated one contact for employees and one contact for HR. HR contact oversees employee contact and monitors for service.

Reasons for cancelling plans with Anthem:
  ❖ Short Term Disability claims service has been extremely poor.
  ❖ No dedicated contact for Effingham County
  ❖ Claims managers do not return telephone calls in a timely manner, if at all
  ❖ Information given to employees and HR staff differs according to which customer service representative answers the telephone call.
  ❖ Overpays claims ~ employees return to work, HR notifies Anthem of the date returned to work and payments are continued to employee.

The claims service for Long Term Disability has been inconsistent. Some claims are handled with no issues, other claims have been cancelled, documentation can’t be found, payments not received in a timely manner.

The claims service for life insurance has been good ~ claims are processed quickly.
## Effingham County Board of Commissioners

### Market Review List—Short Term Disability, Long Term Disability, Life Insurance

**January 1, 2021 Renewal Date**

<table>
<thead>
<tr>
<th>Carrier</th>
<th>A.M. Best Rating</th>
<th>Coverage Requested</th>
<th>Status</th>
<th>USI Preferred</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Hartford</td>
<td>A</td>
<td>Life/AD&amp;D, Vol Life/AD&amp;D, STD, LTD</td>
<td>Quote Pending</td>
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<td>Lincoln Financial</td>
<td>A</td>
<td>Life/AD&amp;D, Vol Life/AD&amp;D, STD, LTD</td>
<td>Received</td>
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<td>Rates uncompetitive.</td>
</tr>
<tr>
<td>Sun Life</td>
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<td>Life/AD&amp;D, Vol Life/AD&amp;D, STD, LTD</td>
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<td>Yes</td>
<td>Declined due to uncompetitive rates.</td>
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<td>UnitedHealthcare</td>
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<td>Cigna</td>
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<td>Life/AD&amp;D, Vol Life/AD&amp;D, STD, LTD</td>
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<td>Declined</td>
<td>Yes</td>
<td>Declined due to uncompetitive rates.</td>
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</table>

Any carrier with an A.M. Best financial rating lower than A does not meet the minimum financial requirements for USI's Errors & Omissions Insurance. In the absence of a rating by A.M. Best, or in the case of an NR designation, a Standard & Poor Company rating lower than A will apply. A liability waiver must be signed by the client if insurance coverage is placed with a carrier that does not meet the required financial rating.
### Effingham County Board of Commissioners

**Short Term Disability Plan**

**Benefit Outline and Cost Summary**

January 1, 2021 Renewal Date

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>Current</th>
<th>Renewal</th>
<th>Option 1</th>
<th>Option 1 - 1k Benefit</th>
<th>Option 2</th>
<th>Option 2 - 1k Benefit</th>
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</thead>
<tbody>
<tr>
<td>Carrier</td>
<td>Anthem</td>
<td>Anthem</td>
<td>Mutual of Omaha</td>
<td>Mutual of Omaha</td>
<td>Prudential</td>
<td>Prudential</td>
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<tr>
<td>Definition of Earnings</td>
<td>Base Salary Only</td>
<td>Base Salary Only</td>
<td>Base Salary Only</td>
<td>Base Salary Only</td>
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<tr>
<td>Contributory / Non-Contributory</td>
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<td>Benefit Percentage</td>
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<td>Benefit Duration w/ EP</td>
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<td>Pre-Existing Conditions Exclusion</td>
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<td>Until 1/1/2024</td>
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#### Volumes, Rates & Total Cost

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<th>Option 1</th>
<th>Option 1 - 1k Benefit</th>
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<td>STD Rate Per $10</td>
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<td>-36.4%</td>
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#### Notes

1. Enrollment & volume source: Anthem renewal
### Effingham County Board of Commissioners

#### Long Term Disability Plan

**Benefit Outline and Cost Summary**

**January 1, 2021 Renewal Date**

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<thead>
<tr>
<th>Benefit Outline</th>
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<td><strong>Eligibility</strong></td>
<td>FTE Working ≥ 30 HPW</td>
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<td>FTE Working ≥ 30 HPW</td>
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<td><strong>Earnings Loss (EP / Own / Any)</strong></td>
<td>0% / 20% / 40%</td>
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<td>1% / 10% / 15%</td>
<td>1% / 10% / 15%</td>
<td>20% / 20% / 40%</td>
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<td><strong>Work Incentive Period</strong></td>
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<td><strong>Conversion</strong></td>
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<td><strong>Survivor Benefit</strong></td>
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<td><strong>Self-Reported / Chronic Fatigue Limit</strong></td>
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<td>No Limit</td>
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<td><strong>Activities of Daily Living Benefit</strong></td>
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<td><strong>Pre-Existing Conditions Exclusion</strong></td>
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<td><strong>Rate Guarantee</strong></td>
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<td>Until 1/1/2024</td>
<td>Until 1/1/2024</td>
<td>Until 1/1/2024</td>
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### Rates & Total Cost

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<td><strong>Number of Employees</strong></td>
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<td><strong>Annual Total Premium</strong></td>
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</table>

### Notes

1. Enrollment & covered payroll source: Anthem renewal
Effingham County Board of Commissioners

**Life / AD&D Plan — Paid by County**

**Benefit Outline and Cost Summary**
January 1, 2021 Renewal Date

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>Current</th>
<th>Renewal</th>
<th>Option 1</th>
<th>Option 2</th>
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<tbody>
<tr>
<td><strong>Carrier</strong></td>
<td>Anthem</td>
<td>Anthem</td>
<td>Mutual of Omaha</td>
<td>Prudential</td>
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<tr>
<td><strong>Definition of Earnings</strong></td>
<td>Base Salary Only</td>
<td>Base Salary Only</td>
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<tr>
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<td>Non-Contributory</td>
<td>Non-Contributory</td>
</tr>
<tr>
<td><strong>Eligibility</strong></td>
<td>FTE Working ≥ 30 HPW</td>
<td>FTE Working ≥ 30 HPW</td>
<td>FTE Working ≥ 30 HPW</td>
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<td><strong>Benefit Reductions</strong></td>
<td>Reduces To: 65% at Age 65; 40% at Age 70; 25% at Age 75; 20% at Age 80</td>
<td>Reduces To: 65% at Age 65; 40% at Age 70; 25% at Age 75; 20% at Age 80</td>
<td>Reduces To: 65% at Age 65; 40% at Age 70; 25% at Age 75; 20% at Age 80</td>
<td>Reduces To: 65% at Age 65; 40% at Age 70; 25% at Age 75; 20% at Age 80</td>
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<td><strong>Waiver of Premium</strong></td>
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<td><strong>Benefits Extend To</strong></td>
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<td><strong>If Disabled Prior To</strong></td>
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<td><strong>Accelerated Benefits</strong></td>
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<td><strong>Conversion</strong></td>
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<td><strong>Rate Guarantee</strong></td>
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<td>Until 1/1/2024</td>
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</table>

**Volumes, Rates & Total Cost**

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<th>Option 1</th>
<th>Option 2</th>
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<tr>
<td><strong>Number of Employees</strong></td>
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<td><strong>Number of Family Units</strong></td>
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<td><strong>Life Rate Per $1,000</strong></td>
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<td><strong>AD&amp;D Rate Per $1,000</strong></td>
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**Notes**

1. Enrollment & volume source: Anthem renewal
2. Ee must convert AD&D.

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### Benefit Outline and Cost Summary

**Voluntary Life / AD&D Plan - Paid by Employee**

**January 1, 2021 Renewal Date**

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<td>FTE Working ≥ 30 HPW</td>
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<td><strong>Employer Increments</strong></td>
<td>$10,000</td>
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<td><strong>Spouse</strong></td>
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</tr>
<tr>
<td><strong>Children</strong></td>
<td>$2,000</td>
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<tr>
<td><strong>Benefit Maxima</strong></td>
<td>Lesser of 5x Earnings or $300,000</td>
<td>Lesser of 5x Earnings or $300,000</td>
<td>Lesser of 5x Earnings or $300,000</td>
<td>Lesser of 5x Earnings or $300,000</td>
</tr>
<tr>
<td><strong>Spouse</strong></td>
<td>50% of Ee Amt to $150,000</td>
<td>50% of Ee Amt to $150,000</td>
<td>50% of Ee Amt to $150,000</td>
<td>50% of Ee Amt to $150,000</td>
</tr>
<tr>
<td><strong>Children</strong></td>
<td>50% of Ee Amt to $100,000</td>
<td>50% of Ee Amt to $100,000</td>
<td>50% of Ee Amt to $100,000</td>
<td>50% of Ee Amt to $100,000</td>
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<td><strong>Guarantee Issue</strong></td>
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<td>$100,000</td>
<td>Lesser of 5x Earnings or $100,000</td>
<td>Lesser of 5x Earnings or $100,000</td>
</tr>
<tr>
<td><strong>Spouse</strong></td>
<td>$25,000</td>
<td>$25,000</td>
<td>100% of Ee Amt to $25,000</td>
<td>100% of Ee Amt to $25,000</td>
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<td><strong>Children</strong></td>
<td>Full Benefit Amount</td>
<td>Full Benefit Amount</td>
<td>Full Benefit Amount</td>
<td>Full Benefit Amount</td>
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<td><strong>Benefit Reductions</strong></td>
<td>Reduces To: 65% at Age 65; 40% at Age 70; 25% at Age 75; 20% at Age 80</td>
<td>Reduces To: 65% at Age 65; 40% at Age 70; 25% at Age 75; 20% at Age 80</td>
<td>Reduces To: 65% at Age 65; 40% at Age 70; 25% at Age 75; 20% at Age 80</td>
<td>Reduces To: 65% at Age 65; 40% at Age 70; 25% at Age 75; 20% at Age 80</td>
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<td><strong>Waiver of Premium</strong></td>
<td>6 Mo. Elimination Period</td>
<td>6 Mo. Elimination Period</td>
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<td>6 Mo. Elimination Period</td>
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<td><strong>Benefits Extend to Age</strong></td>
<td>Age 65</td>
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<tr>
<td><strong>If Disabled Prior To</strong></td>
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<td><strong>Portability</strong></td>
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<td><strong>Conversion</strong></td>
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<tr>
<td><strong>Participation</strong></td>
<td>Current</td>
<td>Current</td>
<td>51%</td>
<td>20%</td>
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<tr>
<td><strong>Rate Guarantee</strong></td>
<td>Until 1/1/2021</td>
<td>Until 1/1/2024</td>
<td>Until 1/1/2024</td>
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### Life Per $1,000

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<thead>
<tr>
<th>Age</th>
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<th>Employee / Spouse</th>
<th>Employee / Spouse</th>
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<td>Under Age 25</td>
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<tr>
<td>25-29</td>
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<td>30-34</td>
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<tr>
<td>35-39</td>
<td>$0.116</td>
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<tr>
<td>40-44</td>
<td>$0.184</td>
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<tr>
<td>45-49</td>
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<td>50-54</td>
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<td>55-59</td>
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<td>60-64</td>
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<td>65-69</td>
<td>$1.707</td>
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<tr>
<td>70-74</td>
<td>$3.861</td>
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<td>75-79</td>
<td>$8.536</td>
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<tr>
<td>Child Life</td>
<td>$0.200</td>
<td>$0.200</td>
<td>$0.200</td>
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</table>

### Notes

1. Ee must convert AD&D.
MEDICAL INSURANCE

SUMMARY
Cost for fully insured medical insurance continues to increase. These cost increases are based on the prior year’s claims experience. In many ways, the County’s increases are at the discretion of the insurance provider.

We asked USI to examine the possibility of the County becoming Partially Self Insured instead of Fully Insured and what those differences might be, both good and bad. The following is a summary of the information provided by USI and Staff’s recommendation for 2021.

USI received Fully Insured proposals from 3 vendors, Anthem (current provider), Humana, and United Health Care.

USI received Partially Self-Funded proposals from 3 vendors, Meritain, Anthem and UMR. The proposals included what our fixed costs would be and what our possible maximum costs would be should we go Partially Self-Funded.

In order to go Partially Self-Funded, the following would have to happen:
- A Third Party Administrator would have to be contracted
- A Stop Loss Policy provider would have to be contracted
- A review of the Provider Network would have to be compared against the current Provider Network to ensure comparability.
- A dedicated bank account would have to be set up to allow for payment of claims to Third Party Administrator.

All of the above are also parts of a Fully Insured Plan. The difference is the County knows exactly what each piece of the coverage costs in the Partially Self Insured Plan, while the Fully Insured Plan does not break down costs for each piece of the coverage.

STAFF RECOMMENDS ACCEPTING THE PROPOSAL FROM MERITAIN, OPTION 2, PARTIALLY SELF FUNDED FOR THE MEDICAL/PHARMACY COVERAGE FOR CALENDAR YEAR 2021.
Insurance Renewals / Changes for Calendar Year 2021

FULLY INSURED

ANTHEM PROPOSAL FOR MEDICAL AND PHARMACY COVERAGE IN 2021

The initial proposal received from Anthem showed a 16.6% renewal rate. USI disagreed with the proposed increase and went back to Anthem and negotiated a 10% increase. Our 2020 Fully Insured contract with Anthem is costing the County $4,728,623 per year. The new Fully Insured Contract with the 10% increase for 2021 will cost the County $5,201,498 per year. This is a $472,875.00 increase per year.

There would be no changes in our plan designs. Co-pays, deductibles and out of pocket maximums would remain the same.

HUMANA PROPOSAL FOR MEDICAL AND PHARMACY COVERAGE IN 2021

The proposal received from Humana showed an 11.6% increase. Humana’s annual cost would be $5,277,563 compared to the proposal by Anthem of $5,208,498. This is an annual increase of $76,065.

Humana is requiring changes to our plan designs. A review of the plan changes required shows a significant increase in the out of pocket costs for the mail order prescription drug plan and the specialty drug plan. Both increases would be paid by the employee.

UNITED HEALTH CARE PROPOSAL FOR MEDICAL AND PHARMACY COVERAGE IN 2021

The proposal received from United Health Care showed a 5% decrease. United Health Care’s annual cost would be $4,964,211 compared to the proposal by Anthem of $5,208,498. This is an annual savings to the County of $237,287.

United Health Care is requiring changes to our plan designs. A review of the plan changes required shows a significant increase in the out of pocket costs for the emergency room, outpatient labs/x-rays, complex imaging, outpatient surgical centers, in-patient hospital and pharmacy costs. All of these increases would be paid by the employee.
# Effingham County Board of Commissioners
## Medical Plan
### Benefit Outline and Cost Summary
#### January 1, 2021 Renewal Date

<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>Base</th>
<th>Current</th>
<th>Renewal</th>
<th>Option 1</th>
<th>Buy-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carrier</td>
<td>Anthem</td>
<td>Anthem</td>
<td>Anthem</td>
<td>Humana</td>
<td>Humana</td>
</tr>
<tr>
<td>Plan Type, Name, Network</td>
<td>POS</td>
<td>POS</td>
<td>POS</td>
<td>POS</td>
<td>POS</td>
</tr>
<tr>
<td>Deductible (Individual / Family)</td>
<td>$2,500 / $5,000</td>
<td>$1,500 / $3,000</td>
<td>$2,500 / $5,000</td>
<td>$1,500 / $3,000</td>
<td>$2,500 / $5,000</td>
</tr>
<tr>
<td>Non-Network Deductible (Individual / Family)</td>
<td>$7,500 / $15,000</td>
<td>$4,500 / $9,000</td>
<td>$7,500 / $15,000</td>
<td>$4,500 / $9,000</td>
<td>$7,500 / $15,000</td>
</tr>
<tr>
<td>Deductible Embedded / Non-Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
<td>Embedded</td>
</tr>
<tr>
<td>Out-of-Pocket Maximum (Individual / Family)</td>
<td>$7,150 / $14,700</td>
<td>$7,150 / $14,700</td>
<td>$7,150 / $14,700</td>
<td>$7,150 / $14,700</td>
<td>$6,500 / $13,000</td>
</tr>
<tr>
<td>Non-Network OOP Max (Individual / Family)</td>
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<td>$21,450 / $42,900</td>
<td>$21,450 / $42,900</td>
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<td>$19,500 / $39,000</td>
</tr>
<tr>
<td>Prescription OOP Max (Individual / Family)</td>
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<td>Included w/ Medical</td>
<td>Included w/ Medical</td>
<td>Included w/ Medical</td>
<td>Included w/ Medical</td>
</tr>
<tr>
<td>Coinsurance (In / Out)</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
</tr>
<tr>
<td>Wellness / Preventive Care</td>
<td>100%</td>
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<td>$25 copay</td>
<td>$25 copay</td>
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<tr>
<td>Specialist Office Visit</td>
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<td>$70 copay</td>
<td>$50 copay</td>
<td>$60 copay</td>
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<tr>
<td>Walk-in / Urgent Care Visit</td>
<td>$60 copay</td>
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<td>$75 copay</td>
</tr>
<tr>
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<td>$150 copay + 90% (dw)</td>
<td>$250 copay + 80% (dw)</td>
<td>$150 copay + 90% (dw)</td>
<td>$250 copay + 90% (dw)</td>
</tr>
<tr>
<td>Outpatient Lab / X-Ray</td>
<td>$70 copay</td>
<td>$25 copay</td>
<td>$70 copay</td>
<td>$25 copay</td>
<td>$70 copay</td>
</tr>
<tr>
<td>Complex Imaging (MRI, CAT, PET, et.al.)</td>
<td>80% after deductible</td>
<td>90% after deductible</td>
<td>80% after deductible</td>
<td>90% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Outpatient Surgical Facility</td>
<td>80% after deductible</td>
<td>90% after deductible</td>
<td>80% after deductible</td>
<td>90% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Inpatient Hospital Facility</td>
<td>80% after deductible</td>
<td>90% after deductible</td>
<td>80% after deductible</td>
<td>90% after deductible</td>
<td>80% after deductible</td>
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<tr>
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<td>$200 / $400</td>
<td>$400 / $800</td>
<td>$200 / $400</td>
<td>$250 / $500</td>
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<tr>
<td>Mail Order Prescription Drug Copays</td>
<td>$15 / $45 / $85</td>
<td>$15 / $45 / $85</td>
<td>$15 / $45 / $85</td>
<td>$15 / $45 / $85</td>
<td>$25 / $100 / $250 (ad)</td>
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<tr>
<td>Specialty Prescription Drugs</td>
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<td>20% (ad) up to $300 max</td>
<td>20% (ad) up to $200 max</td>
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<td>PNSP: 25% (ad)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates &amp; Total Cost</th>
<th>Base</th>
<th>Buy-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
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<td>58</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>23</td>
<td>19</td>
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<tr>
<td>Employee + Child(ren)</td>
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<td>13</td>
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<td>Employee + Spouse &amp; Child(ren)</td>
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<td>Total Employees</td>
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<td>Annual Premium Total</td>
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### Notes
1. (dw) = deductible waived
2. (ad) = after deductible
3. Enrollment source: Anthem Renewal
4. PNSP = preferred network specialty pharmacy
5. NSP = network specialty pharmacy

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<table>
<thead>
<tr>
<th>Benefit Outline</th>
<th>Base</th>
<th>Current Buy-up</th>
<th>Base</th>
<th>Negotiated Renewal Buy-up</th>
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<th>Option 1 Buy-up</th>
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<td>Chosen, CA3R</td>
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<tr>
<td>Deductible (Individual / Family)</td>
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<td>$2,500 / $5,000</td>
<td>$1,500 / $3,000</td>
<td>$2,500 / $5,000</td>
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<td>Non-Network Deductible (Individual / Family)</td>
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<td>$4,500 / $9,000</td>
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<td>Deductible Embedded / Non-E Embedded</td>
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<td>Out-of-Pocket Maximum (Individual / Family)</td>
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<td>Non-Network COP Min (Individual / Family)</td>
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<td>$21,450 / $42,900</td>
<td>$21,450 / $42,900</td>
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<tr>
<td>Prescription COP Max (Individual / Family)</td>
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<td>Included w/ Medical</td>
<td>Included w/ Medical</td>
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</tr>
<tr>
<td>Colomassure 2 / Out</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
</tr>
<tr>
<td>Wellness / Prevention Care</td>
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<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
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<tr>
<td>Specialist Office Visit</td>
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<td>$30 copay</td>
<td>$30 copay</td>
<td>$30 copay</td>
</tr>
<tr>
<td>Wall-In / Urgent Care Visit</td>
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<td>$60 copay</td>
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<td>$60 copay</td>
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<tr>
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<td>$210 copay + 10% (ad)</td>
<td>$210 copay + 10% (ad)</td>
<td>$210 copay + 10% (ad)</td>
<td>$210 copay + 10% (ad)</td>
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<tr>
<td>Outpatient Lab / X Ray</td>
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<td>$70 copay</td>
<td>$70 copay</td>
<td>$70 copay</td>
<td>$70 copay</td>
</tr>
<tr>
<td>Complex Imaging (MRI, CAT, PET, etc.)</td>
<td>90% after deductible</td>
<td>90% after deductible</td>
<td>90% after deductible</td>
<td>90% after deductible</td>
<td>90% after deductible</td>
<td>90% after deductible</td>
</tr>
<tr>
<td>Outpatient Surgical Facility</td>
<td>90% after deductible</td>
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<td>90% after deductible</td>
<td>90% after deductible</td>
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<tr>
<td>Inpatient Hospital Facility</td>
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<td>90% after deductible</td>
<td>90% after deductible</td>
<td>90% after deductible</td>
<td>90% after deductible</td>
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<tr>
<td>Prescription Deductible (Individual / Family)</td>
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<td>$80 / $160</td>
<td>$400 / $800</td>
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<td>$400 / $800</td>
<td>$80 / $160</td>
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<td>Retail Prescription Drug Copays</td>
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<td>$15 / $45 / $85</td>
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<td>Mail Order Prescription Drug Copays</td>
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<td>$15 / $45 / $85</td>
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<tr>
<td>Specialty Prescription Drugs</td>
<td>20% (ad) up to $100 max</td>
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<td>20% (ad) up to $100 max</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates &amp; Total Cost</th>
<th>Base</th>
<th>Buy-up</th>
<th>Base</th>
<th>Buy-up</th>
<th>Base</th>
<th>Buy-up</th>
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</thead>
<tbody>
<tr>
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<td>$706.56</td>
<td>$717.75</td>
<td>$781.12</td>
<td>$878.89</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>23</td>
<td>19</td>
<td>$1,554.64</td>
<td>$1,697.86</td>
<td>$1,711.87</td>
<td>$1,803.17</td>
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<tr>
<td>Employee + Children</td>
<td>52</td>
<td>13</td>
<td>$1,177.88</td>
<td>$1,281.10</td>
<td>$1,291.57</td>
<td>$1,405.83</td>
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<tr>
<td>Employee + Spouse &amp; Children</td>
<td>35</td>
<td>16</td>
<td>$1,958.10</td>
<td>$2,130.07</td>
<td>$2,147.61</td>
<td>$2,337.41</td>
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<tr>
<td>Total Employees</td>
<td>247</td>
<td>197</td>
<td>$4,278,621</td>
<td>$4,821,098</td>
<td>$5,398,975</td>
<td>$6,151,311</td>
</tr>
</tbody>
</table>

| Annual Premium Total | $4,278,621 | $4,727,875 | $5,310,694 | $5,398,975 | $5,310,694 |

<table>
<thead>
<tr>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (ad) = deductible waived</td>
</tr>
<tr>
<td>2. (ad) = after deductible</td>
</tr>
<tr>
<td>3. Enrollment source: Anthem Renewal</td>
</tr>
<tr>
<td>4. PNSP = preferred network specialty pharmacy</td>
</tr>
<tr>
<td>5. NSP = network specialty pharmacy</td>
</tr>
<tr>
<td>6. POD = per occurrence deductible</td>
</tr>
<tr>
<td>7. Anthem is providing a 12.5% rate cap for 2022</td>
</tr>
</tbody>
</table>

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PARTIALLY SELF INSURED

Staff received proposals for Partially Self Insured coverage from 3 vendors: Anthem, Meritain – Option 2, Meritain Option 3, and UMR. The proposals submitted show the costs associated with the move to Partially Self-Funded, both the potential maximum annual cost and the projected annual cost.

Exhibit 1 covers the required components of a Partially Self Insured plan. These are fixed costs; they do not change during the plan year.

The items listed in Section A are the Stop Loss Outline items which include the Third Party Administrator, Provider Network, Pharmacy Benefit Manager and the Stop Loss Carrier.

The items listed in Section B are the Per Employee Per Month Fees. They are Medical Administration, COBRA Administration, Pharmacy Benefit Manager (PBM), Pharmacy Rebate Offset, Stop Loss Interface Fee, UR/Case Management, Disease Management, Network Access Fee, Telemedicine, ASO Enhanced Foundational Program and Rate Guarantee. You will see most of the items are included at no additional cost.

The items listed in Section C are the Additional Fees and Revenue Share. They include ATLAS – Arrow Reporting, Summary Benefits Certificate (SBC), NYHRCA/HCRA Surcharge Reporting, Set Up Fee, Wellness Allowance, Monthly Administration Fee Waiver.

The total fixed costs for all of the above services is $118,696 per year/$9,892 per month. As stated above, these are fixed costs and these rates are guaranteed through 12/31/2023.

An additional item prepared by USI deals with our claims payments. USI provides a “Maximum Annual Total” and an “Expected Annual Total” when analyzing our claims history and providing a forecast for claims costs in Calendar Year 2021.

The projected Annual Total Maximum Costs are projected at $5,838,609. This is an increase when compared to our Calendar Year 2021 annual cost if we stay fully insured with Anthem. It represents an additional $637,111. Keep in mind this is an absolute worst case scenario.

The projected Annual Total Expected Costs are projected at $4,887,626. This is a savings of $313,872 dollars when compared to our Calendar Year 2021 annual cost if we stay fully insured with Anthem.

Additional reasons to consider Partially Self Insured for Calendar Year 2021:

- No Affordable Care Act Fees
- Complete control over plan design
- Complete control over health and wellness plans and incentives for employees
- Meritain guarantees fixed rate costs for 3 years – 12/31/2023
- Meritain will become COBRA provider, resulting in savings to County of $2,100 per year
- Stop Loss rate remains at $125,000
- Access to claims is available to HR – allows HR to assist in claims issues instead of referring to third party.
- No hidden costs – TOTAL TRANSPARENCY
Effingham County Board of Commissioners
Medical Plan
Administrative Fees
January 1, 2021 Renewal Date

A. **Stop Loss Outline**

<table>
<thead>
<tr>
<th></th>
<th>Option 1</th>
<th>Option 2</th>
<th>Option 3</th>
<th>Option 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Third Party Administrator</td>
<td>UMR</td>
<td>Meritain</td>
<td>Meritain</td>
<td>Anthem</td>
</tr>
<tr>
<td>USI Preferred TPA</td>
<td>Preferred</td>
<td>Preferred</td>
<td>Preferred</td>
<td>Non-preferred</td>
</tr>
<tr>
<td>Network Name</td>
<td>UHC Choice Plus</td>
<td>Aetna Choice PDS II</td>
<td>Aetna Choice PDS II</td>
<td>Anthem</td>
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<tr>
<td>PBM</td>
<td>OptumRx</td>
<td>CVS</td>
<td>CVS</td>
<td>Anthem</td>
</tr>
<tr>
<td>Stop Loss Carrier</td>
<td>Sun Life</td>
<td>Sun Life</td>
<td>Sun Life</td>
<td>Anthem</td>
</tr>
</tbody>
</table>

B. **Per Employee Per Month Fees**

- **Medical Administration**
  - Option 1: $33.32
  - Option 2: $31.00
  - Option 3: $31.00
  - Option 4: $34.67
- **COBRA Administration**
  - Option 1: $1.05
  - Option 2: Included
  - Option 3: Included
  - Option 4: $0.92
- **PBM Interface Fee**
  - Option 1: Included
  - Option 2: Included
  - Option 3: Included
  - Option 4: Included
- **Pharmacy Rebate Offset**
  - Option 1: N/A
  - Option 2: N/A
  - Option 3: ($26.00)
  - Option 4: ($28.34)
- **Stop Loss Interface Fee**
  - Option 1: $5.00
  - Option 2: Included
  - Option 3: Included
  - Option 4: $0.00
- **UR / Case Management**
  - Option 1: Included
  - Option 2: Included
  - Option 3: Included
  - Option 4: Included
- **Disease Management**
  - Option 1: Included
  - Option 2: $1.25
  - Option 3: $1.25
  - Option 4: Included
- **Network Access Fee**
  - Option 1: Included
  - Option 2: Included
  - Option 3: Included
  - Option 4: Included
- **Telemedicine**
  - Option 1: Included
  - Option 2: $1.55
  - Option 3: $1.55
  - Option 4: Included
- **ASO Enhanced Foundational Program**
  - Option 1: N/A
  - Option 2: N/A
  - Option 3: N/A
  - Option 4: $5.45
- **Rate Guarantee**
  - Option 1: Until 1/1/2024
  - Option 2: Until 1/1/2024
  - Option 3: Until 1/1/2024
  - Option 4: Until 1/1/2024

C. **Additional Fees & Revenue Share**

- **ATLAS - Arrow Reporting**
  - Option 1: N/A
  - Option 2: Included
  - Option 3: Included
  - Option 4: N/A
- **SBC Preparation**
  - Option 1: Included
  - Option 2: Waived
  - Option 3: Waived
  - Option 4: Included
- **NYCHR/AHCRA Surcharge Reporting**
  - Option 1: N/A
  - Option 2: $105/Month
  - Option 3: $105/Month
  - Option 4: N/A
- **Set Up Fee**
  - Option 1: N/A
  - Option 2: Waived
  - Option 3: Waived
  - Option 4: N/A
- **Wellness Allowance**
  - Option 1: Not Included
  - Option 2: ($3,000)
  - Option 3: ($3,000)
  - Option 4: N/A
- **Monthly Administration Fee Waiver**
  - Option 1: ($36,501)
  - Option 2: ($21,886)
  - Option 3: ($5,330)
  - Option 4: N/A

**Total Cost**

<table>
<thead>
<tr>
<th></th>
<th>$34.37</th>
<th>$33.80</th>
<th>$7.80</th>
<th>$12.70</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total PEMP Fees</strong></td>
<td>$534</td>
<td>$534</td>
<td>$534</td>
<td>$534</td>
</tr>
<tr>
<td><strong>Total Additional Fees &amp; Rebates</strong></td>
<td>($36,501)</td>
<td>($24,886)</td>
<td>($5,330)</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Annual Total</strong></td>
<td>$109,903</td>
<td>$118,696</td>
<td>$26,604</td>
<td>$59,950</td>
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</tbody>
</table>

**Notes**

1. UMR is providing a 3 month administration fee waiver.
2. UMR has a 3 year rate guarantee with the medical administration increasing to $34.08 and COBRA Administration increasing to $1.10 in 2023.
3. Meritain is providing a 2 month administration fee waiver.
4. Meritain Transitional Disease Management = PEMP Fee + $130/hour.
5. Anthem stop loss interface fee = $3.50.
## Ellingham County Board of Commissioners
### Medical Plan
### Self Funded Rates & Factors
### January 1, 2021 Renewal Date

<table>
<thead>
<tr>
<th>Stop Loss Outline</th>
<th>Option 1</th>
<th>Option 2</th>
<th>Option 3</th>
<th>Option 4</th>
<th>Option 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPO/Network-Name</td>
<td>Meritain</td>
<td>Meritain</td>
<td>Meritain</td>
<td>Anthem</td>
<td>Anthem</td>
</tr>
<tr>
<td>Stop Loss Carrier</td>
<td>Sun Life</td>
<td>Sun Life</td>
<td>Sun Life</td>
<td>Anthem</td>
<td>Anthem</td>
</tr>
<tr>
<td>Specific Stop Loss (SSL)</td>
<td>$100,000</td>
<td>$135,000</td>
<td>$150,000</td>
<td>$125,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>Covereds</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Covereds Included</td>
<td>Medical &amp; Rx</td>
<td>Medical &amp; Rx</td>
<td>Medical &amp; Rx</td>
<td>Medical &amp; Rx</td>
<td>Medical &amp; Rx</td>
</tr>
<tr>
<td>Automatic SSL reimbursement?</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Annual Reimbursement Max</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
<td>Unlimited</td>
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<tr>
<td>No Reimbursement at Renewals</td>
<td>Included</td>
<td>Included</td>
<td>Not Included</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>% Rate Cap at Renewals</td>
<td>40%</td>
<td>40%</td>
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<td>40%</td>
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<tr>
<td>% Rate Cap at Renewals</td>
<td>12/12 w/ TLO</td>
<td>12/12 w/ TLO</td>
<td>12/12 w/ TLO</td>
<td>12/12 w/ TLO</td>
<td>12/12 w/ TLO</td>
</tr>
<tr>
<td>Covereds Included</td>
<td>Medical &amp; Rx</td>
<td>Medical &amp; Rx</td>
<td>Medical &amp; Rx</td>
<td>Medical &amp; Rx</td>
<td>Medical &amp; Rx</td>
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<tr>
<td>Annual Reimbursement Max</td>
<td>$1 million</td>
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<td>$1 million</td>
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<td>$1 million</td>
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<tr>
<td>Monthly Accommodation</td>
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<td>Included</td>
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<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>Minimum Attachment</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Rates firm w/ date</td>
<td>Firm to 10/23/20</td>
<td>Firm to 10/23/20</td>
<td>Firm to 10/23/20</td>
<td>Thru 9/30/20</td>
<td>Thru 9/30/20</td>
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### Fixed Costs

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<tr>
<th>Employees</th>
<th>Administration</th>
<th>$33,800</th>
<th>$33,800</th>
<th>$33,800</th>
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<th>$12,70</th>
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<tbody>
<tr>
<td></td>
<td>Annual Total (with credits)</td>
<td>$118,696</td>
<td>$118,696</td>
<td>$118,696</td>
<td>$53,950</td>
<td>$53,950</td>
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<tr>
<td>Specific SL Premium- Employee</td>
<td>183</td>
<td>$151,61</td>
<td>$123,80</td>
<td>$102,31</td>
<td>$246,17</td>
<td>$201,49</td>
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<tr>
<td>Specific SL Premium- Employee + Spouse</td>
<td>62</td>
<td>$958,16</td>
<td>$901,26</td>
<td>$256,86</td>
<td>$246,17</td>
<td>$201,49</td>
</tr>
<tr>
<td>Specific SL Premium- Employee + Child(ren)</td>
<td>65</td>
<td>$306,99</td>
<td>$258,14</td>
<td>$220,16</td>
<td>$246,17</td>
<td>$201,49</td>
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<tr>
<td>Specific SL Premium- Family</td>
<td>54</td>
<td>$528,71</td>
<td>$444,57</td>
<td>$379,17</td>
<td>$246,17</td>
<td>$201,49</td>
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<tr>
<td>Aggregate SL Premium</td>
<td>354</td>
<td>$7,28</td>
<td>$8,67</td>
<td>$5,10</td>
<td>$4,70</td>
<td>$4,89</td>
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<tr>
<td>Annual Total</td>
<td>$1,144,623</td>
<td>$964,998</td>
<td>$827,491</td>
<td>$1,065,496</td>
<td>$816,702</td>
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<td>Annual Total Fixed Costs</td>
<td>$1,263,320</td>
<td>$1,083,694</td>
<td>$941,188</td>
<td>$1,119,645</td>
<td>$930,652</td>
<td></td>
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</tbody>
</table>

### Claims Liability

| Maximum Claims - Employee | 183 | $672.00 | $717.63 | $735.28 | $1,167.47 | $1,218.82 |
| Maximum Claims - Employee + Spouse | 42 | $1,411.19 | $1,456.84 | $1,492.47 | $1,167.47 | $1,213.82 |
| Maximum Claims - Employee + Child(ren) | 65 | $1,290.60 | $1,255.25 | $1,290.88 | $1,167.47 | $1,213.82 |
| Maximum Claims - Family | 54 | $2,083.20 | $2,128.43 | $2,166.48 | $1,167.47 | $1,213.82 |
| Laser Liability | $0 | $0 | $0 | $0 | $0 |
| Maximum Annual Total | $5,560,993 | $4,754,915 | $4,905,271 | $4,959,417 | $5,156,289 |
| Expected Annual Total | $3,848,795 | $3,803,932 | $3,925,917 | $3,967,534 | $4,125,032 |

### Total Cost

<table>
<thead>
<tr>
<th>Current Fi</th>
<th>Annual Total Expected Costs</th>
<th>$4,728,623</th>
<th>$4,912,114</th>
<th>$4,887,626</th>
<th>$4,866,204</th>
<th>$5,087,179</th>
<th>$5,055,683</th>
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</thead>
<tbody>
<tr>
<td>Change from Current</td>
<td>$183,491</td>
<td>$139,003</td>
<td>$137,581</td>
<td>$356,556</td>
<td>$327,060</td>
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<tr>
<td>Percentage Change</td>
<td>3.9%</td>
<td>3.4%</td>
<td>2.9%</td>
<td>7.0%</td>
<td>6.9%</td>
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<tr>
<td>Annual Total Maximum Costs</td>
<td>$4,728,623</td>
<td>$5,824,313</td>
<td>$5,838,699</td>
<td>$5,847,458</td>
<td>$6,078,682</td>
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<td>Change from Current</td>
<td>$1,095,990</td>
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<td>$1,128,335</td>
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<td>Percentage Change</td>
<td>23.2%</td>
<td>23.3%</td>
<td>23.7%</td>
<td>28.6%</td>
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<tr>
<td>Benefit Outline</td>
<td>Base</td>
<td>Current Buy-up</td>
<td>Base</td>
<td>Renewal Buy-up</td>
<td>Base</td>
<td>Sun Life $125K Option Buy-up</td>
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<td>-----------------------------------------</td>
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<tr>
<td>Carrier</td>
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<td>Anthem</td>
<td>Anthem</td>
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</tr>
<tr>
<td>Plan Type, Name, Network</td>
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<td>POS</td>
<td>POS</td>
<td>POS</td>
<td>POS</td>
<td></td>
</tr>
<tr>
<td>Deductible (Individual / Family)</td>
<td>$2,500 / $5,000</td>
<td>$1,500 / $3,000</td>
<td>$2,500 / $5,000</td>
<td>$2,500 / $3,000</td>
<td>$2,500 / $3,000</td>
<td>$2,500 / $3,000</td>
<td></td>
</tr>
<tr>
<td>Non-Network Deductible (Individual / Family)</td>
<td>$7,500 / $10,000</td>
<td>$7,500 / $9,000</td>
<td>$7,500 / $10,000</td>
<td>$7,500 / $9,000</td>
<td>$7,500 / $9,000</td>
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</tr>
<tr>
<td>Deductible Embedded / Non-Embedded</td>
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<tr>
<td>Out-of-Pocket Maximum (Individual / Family)</td>
<td>$7,500 / $14,700</td>
<td>$7,500 / $14,700</td>
<td>$7,500 / $14,700</td>
<td>$7,500 / $14,700</td>
<td>$7,500 / $14,700</td>
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<tr>
<td>Non-Network OOP Max (Individual / Family)</td>
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<td>$32,000 / $42,000</td>
<td>$32,000 / $42,000</td>
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<tr>
<td>Prescription OOP Max (Individual / Family)</td>
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<tr>
<td>Co-insurance (in / out)</td>
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<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
<td>80% / 50%</td>
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<tr>
<td>Wellness / Preventive Care</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
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<tr>
<td>Primary Care Office Visit</td>
<td>$35 copay</td>
<td>$25 copay</td>
<td>$35 copay</td>
<td>$25 copay</td>
<td>$35 copay</td>
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</tr>
<tr>
<td>Specialist Office Visit</td>
<td>$70 copay</td>
<td>$50 copay</td>
<td>$70 copay</td>
<td>$50 copay</td>
<td>$70 copay</td>
<td>$50 copay</td>
<td></td>
</tr>
<tr>
<td>Urgent Care Visit</td>
<td>$60 copay</td>
<td>$60 copay</td>
<td>$60 copay</td>
<td>$60 copay</td>
<td>$60 copay</td>
<td>$60 copay</td>
<td></td>
</tr>
<tr>
<td>Emergency Room</td>
<td>$150/case * 80% (Adv)</td>
<td>$150/case * 80% (Adv)</td>
<td>$150/case * 80% (Adv)</td>
<td>$150/case * 80% (Adv)</td>
<td>$150/case * 80% (Adv)</td>
<td>$150/case * 80% (Adv)</td>
<td></td>
</tr>
<tr>
<td>Outpatient Lab / X-Ray</td>
<td>$70 copay</td>
<td>$70 copay</td>
<td>$70 copay</td>
<td>$70 copay</td>
<td>$70 copay</td>
<td>$70 copay</td>
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<tr>
<td>Complex Imaging (Ultrasound, CT, MRI, PET, etc.)</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
<td></td>
</tr>
<tr>
<td>Outpatient Surgical Facility</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
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<td>Inpatient Hospital Facility</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
<td>80% (Adv)</td>
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<tr>
<td>Prescription Deductible / Non-Embedded</td>
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<td>$200 / $300</td>
<td>$200 / $300</td>
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<td>Retail Prescription Drug Copays</td>
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<td>Mail Order Prescription Drug Copays</td>
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<td>Specialty Prescription Drugs</td>
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<td>20% (Adv) up to $300 max</td>
<td>20% (Adv) up to $300 max</td>
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** Rates & Told Cost **

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<th>Base</th>
<th>Buy-up</th>
<th>Base</th>
<th>Buy-up</th>
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<td>Employee</td>
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<td>Employee + Spouse</td>
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<td>$2,347.01</td>
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<td>Total Employees</td>
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</table>

** Expected Costs $4,887,625**

** Maximum Costs $5,181,688**

** Percentage Change**

1. (Adv) = deductible waived
2. (Adv) = after deductible
3. Enrollment source: Anthem Renewals
4. PVP = preferred network specialty pharmacy
5. NSF = network specialty pharmacy
6. POD = per occurrence deductible
7. Anthem is providing a 12.5% rate cap for 2022
Staff Report

Subject: Fire Tanker Purchase Agreement
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-FIRE
Meeting Date: 11/03/2020
Item Description: Fire Tanker Purchase Agreement

Summary Recommendation: Staff recommends approving a purchase agreement for a used fire tanker from the City of Pooler in the amount of $15,000.

Executive Summary/Background: ECFR currently operates a fleet that includes 8 tankers, which are strategically located throughout the County, to provide water supply for areas where fire hydrants and unavailable.

With the exception of one tanker, a 1984 tractor-trailer, all tankers are similarly set up. Due to the additional licensure requirements of this tanker, a limited number members are certified/licensed to drive it.

In September, this apparatus went in for repairs, and Staff has determined that due to the limited functionality and age of the apparatus, it is not in the best interest of the County to invest the funds to repair it.

Pooler FD has recently replaced their tanker, and has offered to sell ECFR the tanker they replaced. The tanker is a 1993 model, but is in good condition and has been inspected and driven by ECFR staff. Due to the slower/rural area that this tanker will serve, it should provide several additional years of service to the Effingham County. Additionally, this tanker is similar to the existing ECFR tankers, and requires the same requirements and licensure as the existing ECFR tankers, which provides an operational benefit.

Options/Alternatives for Commission to Consider:

Recommended Option: Approve a purchase agreement for a used fire tanker from the City of Pooler in the amount of $15,000.

Other Alternative(s): Deny a purchase agreement for a used fire tanker from the City of Pooler in the amount of $15,000.

Department Review: Fire-Rescue, Finance, Administration

Funding Source: Dept. 55 – FIRE, $15,000

Attachments: Purchase Agreement
Contract of Sale

This contract of Sale (hereafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereafter entitled “Buyer”) with offices located at 601 North Laurel Street Springfield, GA 31329 and Pooler Fire Department with offices located at 100 US Hwy 80, Pooler, GA 31322 (hereafter referred to as the Seller). All parties set forth the following agreement and enter into this contract as follows:

The “Seller” offers for sale a 1993 Ford/S&S 3500-gallon fire tanker VIN# 1FDZY90L9RVA26901, and

The “Buyer”, agrees to enter into contract to purchase the unit, and the “Seller” agrees to the following terms and conditions of sale,

The purchase price of the unit shall be $15,000.00 (Fifteen Thousand dollars and no cents) and shall be paid as follows:

The full sum shall be paid upon pick-up of the tanker. The “Buyer” has inspected the vehicle prior to sale.

Upon payment in full, the “Seller” shall transfer full and clear title and all rights of ownership to the “Buyer”.

This contract constitutes the full and complete agreement of sale and is executed by both parties as set forth below as signed by their duly authorized agents;

This ____ day November, 2020

__________________________________  __________________________________
Authorized Representative           Authorized Representative
Effingham County (buyer)             Pooler Fire Department (seller)

__________________________________  __________________________________
Title                               Title

Date ____________________________  Date________________________
Staff Report

Subject: County – On Call Surveying Services
Author: Charles George, P.E., County Engineer
Department: Engineering
Meeting Date: November 3, 2020
Item Description: Consideration to Approve a Professional Services Contract for On Call Surveying Services for the County

Background: Proposals were received from 4 firms to perform miscellaneous Surveying Services on an as-needed basis to the County. The proposals are based on the hourly rates provided in the Attachment:

The purpose for the On-Call Services to provide the County Staff the ability to authorize minor miscellaneous Surveying assistance for internal County projects without the requirement to solicit bids with the associated time delays associated with advertising of formal bids and awards. The On Call contract will commence from the date of Award for one calendar year with the ability for renewal for per year up to 3 years. The County makes no guarantee on the minimum quantity of work or fees requested during the term of the Agreement. The County also makes no guarantee of award of the work proposed by the Consultant. If a specific task is needed the County will notify the Surveying Consultant to provide a proposal identifying the number of manhours the work will require. If suitable the County will issue a Task Order for those hours based on the firm’s hourly rate to have the work completed.

To provide the County flexibility, it is recommended that 2 firms be selected for the Contract and County Staff can select which firm to authorize any work.

Based on current projections of possible work, County Staff would not expect annual costs to exceed $10,000 for these services

Staff has performed an evaluation of the bids received and recommends a Professional Services Contract be awarded to the following firms:

Coleman Company (Savannah)
Maxwell Reddick (Statesboro)

Summary Recommendation: County Engineering recommends approval of Professional Services Contracts to Coleman Company & Maxwell Reddick.
Alternatives for Commission to Consider
1. Approve the Staff Recommendation for Approval of the Professional Services Contracts to Coleman Company and Maxwell Reddick
2. Do not award an On Call Surveying Contract

Recommended Alternative:
Approve Alternate 1.

Other Alternatives: None

Department Review: Engineering

Funding Source: General Fund

Attachments: Bid Tabulation
Professional Services Contract for Coleman Company
Professional Services Contract for Maxwell Reddick
| RFP No. 21-001 - Professional Services - On-Call Surveying | Encompass | | | | | | Thomas & Hutton | | | | | | Maxwell-Reddick | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Coleman Company | 2-Man Survey Crew | $115/hour | | | 3-Man Survey Crew | $160/hour | | | RLS Survey Project Manager | $120/hour | | | Survey CAD Technician | $90/hour | | |
| | 2-Man Survey Crew | $150/hour | | | 3-Man Survey Crew | $120/hour | | | RLS Survey Project Manager | $100/hour | | | Survey CAD Technician | $100/hour | | |
RFP No. 21-001 – Professional Services – On-Call Surveying Services

Services Contract

Between

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

and

Maxwell Reddick
40 Joe Kennedy Boulevard
Statesboro, Georgia 30458

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 Maxwell Reddick (hereinafter called the "Consultant"). 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 surveying company as specified in 21-001 Professional Services – On Call Surveying Services; and

WHEREAS, the Consultant 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 Consultant as follows:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The initial contract term will be for a 12 month period with option to be renewed on an annual basis at the discretion of the Board of Commissioners. Scope of services and the terms and conditions of performance shall be as specified in this document and in 21-001 Professional Services – On Call Surveying Services and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract is an Indefinite Delivery Contract based on specific on call Surveying Services. Specific Contract Amounts to be determined and awarded via Task Orders based on work requested and proposals provided by the Consultant and approved by the County Manager/County Engineer. No guarantee is made regarding amount of work or fee to be assigned during the duration of the Contract.

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 Consultant 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 Consultant 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 Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant shall be incorporated in written amendments to this Contract.
SECTION 1-6 TERMINATION OF CONTRACT FOR CAUSE.
County may terminate this Contract for cause or Consultant's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant 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 1-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Consultant 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 1-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Consultant is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION 1-9 INDEMNIFICATION.
To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subconsultants 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 Consultant, its subconsultants 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 Consultant'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 Consultant.

SECTION 1-10 COVENANT AGAINST CONTINGENT FEES.
The Consultant shall comply with the relevant requirements of all Federal, State, County or other local laws. The Consultant warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Consultant, 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 1-11 PROHIBITED INTERESTS.
A. Conflict of Interest. The Consultant and its subconsultants 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 Consultant further agrees that, in the performance of the Contract no person having such interest shall be employed.

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

Interests of Public Officials.
Consultant warrants for itself and any subconsultant 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 1-12 AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Consultant and its subconsultants 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 Consultant as requested by the County.

SECTION 1-13 INDEPENDENT CONSULTANT.
Consultant hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent consultant and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentality, 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 Consultant agrees to be solely responsible for its own acts and those of its subordinates and subconsultants during the life of this Agreement.

SECTION 1-14 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 801 North Laurel Street, Springfield, Georgia 31329, or at any other place as may be subsequently designated by written notice to the Consultant.

All written notices, demands, and other papers or documents to be delivered to the Consultant under this Contract shall be transmitted by certified mail, postage prepaid, to Maxwell Reddick, 40 Joe Kennedy Boulevard, Statesboro, Georgia, 30458. It shall be Consultant’s responsibility to inform the County of any change to this contact address.

SECTION 1-15 COMPLIANCE WITH LAWS.
The Consultant 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 1-16 ASSIGNABILITY.
The Consultant 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 1-17 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 CONSULTANT SERVICES.
The County shall pay the Consultant for services rendered on specific task orders identified and approved by the County Manager/County Engineer based on the Consultant’s specific task proposal which will be made part of this Contract.

These rates and fees provided by the Consultant in his proposal dated __________ shall remain in effect for the 12 month Contract time, without exception.

All invoices shall contain the following:
Date services performed
Detailed account of services performed
Location of services performed
RFP No. 21-001 – Professional Services – On-Call Surveying Services

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 Consultant 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 Consultant's approved Task Order 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 Consultant 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 Consultant. The County will immediately notify the Consultant of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Consultant 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 Consultant represents, understands and agrees that this is an "ON CALL" Contract. No work or contract amount is guaranteed.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 (consultant'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.
RFP No. 21-001 – Professional Services – On-Call Surveying Services

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 Period: The consultant 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 CONSULTANT 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

Consultant 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 Consultant dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Consultant from
RFP No. 21-001 – Professional Services -- On-Call Surveying Services

County for services rendered prior to the date of death or dissolution shall be paid to Consultant’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 Consultant warrant that (1) they are authorized to sign on behalf of Consultant, (2) that to the extent Consultant 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 ________________, 2020.

Maxwell Reddick
__________________________
Signature

__________________________
Title

Witness - Signature

__________________________
Witness - Title

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

WESLEY CORBITT, CHAIRMAN
Attest:

Stephanie Johnson, County Clerk

CONTRACT NO. 21-001

COMMISSION APPROVAL DATE:

__________________________
Services Contract

Between

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

and

Coleman Company
1480 Chatham parkway Suite 100
Savannah, Georgia 31405

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 Coleman Company (hereinafter called the "Consultant"). 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 surveying company as specified in 21-001 Professional Services – On Call Surveying Services; and

WHEREAS, the Consultant 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 Consultant as follows:

ARTICLE I

TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The initial contract term will be for a 12 month period with option to be renewed on an annual basis at the discretion of the Board of Commissioners. Scope of services and the terms and conditions of performance shall be as specified in this document and in 21-001 Professional Services – On Call Surveying Services and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
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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 Consultant 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 Consultant 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 Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant shall be incorporated in written amendments to this Contract.
SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.  
County may terminate this Contract for cause or Consultant's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant shall not be entitled to any further payment from the effective date of the termination which shall state 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 Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Consultant 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 Consultant 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 Consultant 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 of or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Consultant, 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 Consultant’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 Consultant.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.  
The Consultant shall comply with the relevant requirements of all Federal, State, County or other local laws. The Consultant warrants this has not employed or retained any company, person, other than a bona fide employee working solely for the Consultant, 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 Consultant and its subconsultants 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 Consultant further agrees that, in the performance of the Contract no person having such interest shall be employed.

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

Interests of Public Officials.  
Consultant warrants for itself and any subconsultant 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 Consultant and its subconsultants 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 Consultant as requested by the County.

SECTION I-13 INDEPENDENT CONSULTANT.
Consultant hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent consultant and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentality, 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 Consultant agrees to be solely responsible for its own acts and those of its subordinates and subconsultants 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 Consultant.

All written notices, demands, and other papers or documents to be delivered to the Consultant under this Contract shall be transmitted by certified mail, postage prepaid, to Coleman Company, 1480 Chatham Parkway Suite 100, Savannah, Georgia, 31405. It shall be Consultant’s responsibility to inform the County of any change to this contact address.

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

SECTION I-16 ASSIGNABILITY.
The Consultant 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 CONSULTANT SERVICES.
The County shall pay the Consultant for services rendered on specific task orders identified and approved by the County Manager/County Engineer based on the Consultant’s specific task proposal which will be made part of this Contract.

These rates and fees provided by the Consultant in his proposal dated __________ shall remain in effect for the 12 month Contract time, without exception.

All invoices shall contain the following:
Date services performed
Detailed account of services performed
Location of services performed

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RFP No. 21-001 – Professional Services – On-Call Surveying Services

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 Consultant 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 Consultant’s approved Task Order 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 Consultant 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 Consultant. The County will immediately notify the Consultant of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Consultant 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 Consultant represents, understands and agrees that this is an “ON CALL” Contract. No work or contract amount is guaranteed.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 (consultant’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 consultant 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 CONSULTANT 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

Consultant 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 Consultant dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Consultant from...
RFP No. 21-001 – Professional Services – On-Call Surveying Services

County for services rendered prior to the date of death or dissolution shall be paid to Consultant’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 Consultant warrant that (1) they are authorized to sign on behalf of Consultant; (2) that to the extent Consultant; 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 __________________________, 2020.

Coleman Company

______________________________
Signature

______________________________
Title

Witness - Signature

______________________________
Witness - Title

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

_____________________________
WESLEY CORBITT, CHAIRMAN
Attest:

_____________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 21-001

COMMISSION APPROVAL DATE:

_____________________________

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Page 16 of 17
RFP No. 21-001 – Professional Services – On-Call Surveying Services
Staff Report

Subject: County – On Call CADD Services
Author: Charles George, P.E., County Engineer
Department: Engineering
Meeting Date: November 3, 2020
Item Description: Consideration to Approve a Professional Services Contract for On Call CADD Services for the County

Background: Proposals were received from 8 firms to perform miscellaneous CADD services on an as-needed basis to the County. The proposals are based on the hourly rates provided in the Attachment:

The purpose for the On-Call Services to provide the County Staff the ability to authorize minor miscellaneous CADD assistance for internal County projects without the requirement to solicit bids with the associated time delays associated with advertising of formal bids and awards. The On Call contract will commence from the date of Award for one calendar year with the ability for renewal for per year up to 3 years. The County makes no guarantee on the minimum quantity of work or fees requested during the term of the Agreement. The County also makes no guarantee of award of the work proposed by the Consultant. If a specific task is needed the County will notify the CADD Consultant to provide a proposal identifying the number of manhours the work will require. If suitable the County will issue a Task Order for those hours based on the firm’s hourly rate to have the work completed.

To provide the County flexibility, it is recommended that 2 firms be selected for the Contract and County Staff can select which firm to authorize any work.

Based on current projections of possible work, County Staff would not expect an annual costs to exceed $10,000 for these services

Staff has performed an evaluation of the bids received and recommends a Professional Services Contract be awarded to the following firms:

Greenline Architecture (for any Architectural CADD services needed)
Roberts Engineering (for any Engineering CADD services needed)

Summary Recommendation: County Engineering recommends approval of Professional Services Contracts to Greenline Architecture of Savannah & Roberts Engineering of St Simons.
Alternatives for Commission to Consider
   1. Approve the Staff Recommendation for Approval of the Professional Services
      Contracts to Greenline Architecture and Roberts Engineering
   2. Do not award an On Call CADD Contract

Recommended Alternative:
Approve Alternate 1.

Other Alternatives: None

Department Review: Engineering

Funding Source: General Fund

Attachments: Bid Tabulation
   Professional Services Contract for Greenline Architecture
   Professional Services Contract for Roberts Engineering
<table>
<thead>
<tr>
<th></th>
<th>Arthur Engineering</th>
<th>Enviorn-Civil Eng.</th>
<th>Greenline Arch.</th>
<th>M. E. Sack</th>
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</thead>
<tbody>
<tr>
<td>CADD Technician</td>
<td>$60/hour</td>
<td>$60/hour</td>
<td>$100/hour</td>
<td>$90/hour</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Administration</td>
<td>Administration - $45/hour</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>24 x 36 B/W Prints - $5/sheet</td>
<td>24 x 36 B/W Prints - $5.75/sheet</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>24 x 36 Color Prints - $15/sheet</td>
<td>24 x 36 Color Prints - $15.80/sheet</td>
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<td></td>
<td></td>
<td></td>
<td>30 x 42 B/W Prints - $6/sheet</td>
<td>30 x 42 Color Prints - $20/sheet</td>
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<td></td>
<td></td>
<td>6.5 x 11 B/W Prints - $8.75/sheet</td>
<td>6.5 x 11 B/W Prints - $9.80/sheet</td>
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<td></td>
<td></td>
<td></td>
<td>8.5 x 14 B/W Prints - $10/sheet</td>
<td>8.5 x 14 Color Prints - $1.50/sheet</td>
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<td></td>
<td></td>
<td></td>
<td>11 x 17 B/W Prints - $12/sheet</td>
<td>11 x 17 Color Prints - $1.50/sheet</td>
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<tr>
<td>Printing, etc. - Time &amp;</td>
<td>$60/hour - Printing: 24x36</td>
<td>$100/hour, Architectural</td>
<td>Option A: All Inclusive-</td>
<td>$60/hour, Option B: Unit</td>
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<td>Expense</td>
<td>Dwg $4/sheet, 18x24 Dwg</td>
<td>Design $150/hour,</td>
<td>rates for prints listed in bid.</td>
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<tr>
<td></td>
<td>$0.75/sheet (24x36, B&amp;W)</td>
<td>Administrative $40/hour</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Roberts Civil Eng.</th>
<th>SourceOne Corp.</th>
<th>Thomas &amp; Hutton</th>
<th>Wenck</th>
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<tbody>
<tr>
<td>CADD Technician</td>
<td>$50/hour</td>
<td>$43/hour</td>
<td>$120/hour</td>
<td>$85/hour</td>
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<tr>
<td></td>
<td></td>
<td>$2/hour</td>
<td>$85 + Materials/hour</td>
<td>$3.50 for B/W and $6.00 for Color prints based on 24x36 sheet size</td>
</tr>
<tr>
<td>Printing, etc. - Time &amp;</td>
<td>$35/hour</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Services Contract

Between

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

and

Greenline Architecture  
28 E 35th Street  
Savannah, Georgia 31401

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 Greenline Architecture (hereinafter called the "Consultant"). 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 surveying company as specified in 21-002 Professional Services – On Call CADD Services; and

WHEREAS, the Consultant 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 Consultant as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The initial contract term will be for a 12 month period with option to be renewed on an annual basis at the discretion of the Board of Commissioners. scope of services and the terms and conditions of performance shall be as specified in this document and in 21-002 Professional Services – On Call CADD Services and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT.
This Contract is an Indefinite Delivery Contract based on specific on call Surveying Services. Specific Contract Amounts to be determined and awarded via Task Orders based on work requested and proposals provided by the Consultant and approved by the County Manager/County Engineer. No guarantee is made regarding amount of work or fee to be assigned during the duration of the Contract.

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 Consultant 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 Consultant 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 Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant shall be incorporated in written amendments to this Contract.
SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.

County may terminate this Contract for cause or Consultant’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant 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 Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Consultant 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 Consultant 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 Consultant shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subconsultants 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 of or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Consultant, its subconsultants 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 Consultant'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 Consultant.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.

The Consultant shall comply with the relevant requirements of all Federal, State, County or other local laws. The Consultant warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Consultant, 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 Consultant and its subconsultants 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 Consultant further agrees that, in the performance of the Contract no person having such interest shall be employed.

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

Interests of Public Officials.

Consultant warrants for itself and any subconsultant 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 Consultant and its subconsultants may 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 Consultant as requested by the County.

SECTION I-13 INDEPENDENT CONSULTANT.
Consultant hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent consultant and not as the agent or employee of the County. The Consultant 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 Consultant agrees to be solely responsible for its own acts and those of its subordinates and subconsultants 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 31328, or at any such other place as may be subsequently designated by written notice to the Consultant.

All written notices, demands, and other papers or documents to be delivered to the Consultant under this Contract shall be transmitted by certified mail, postage prepaid, to Greenline Architecture, 28 E 35th Street, Savannah, Georgia, 31401. It shall be Consultant’s responsibility to inform the County of any change to this contact address.

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

SECTION I-16 ASSIGNABILITY.
The Consultant 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 CONSULTANT SERVICES.

The County shall pay the Consultant for services rendered on specific task orders identified and approved by the County Manager/County Engineer based on the Consultant’s specific task proposal which will be made part of this Contract.

These rates and fees provided by the Consultant in his proposal dated _________ shall remain in effect for the 12 month Contract time, without exception.

All invoices shall contain the following:
Date services performed
Detailed account of services performed
Location of services performed
RFP No. 21-002 – Professional Services – On-Call CADD Services

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 Consultant 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 Consultant's approved Task Order 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 Consultant 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 Consultant. The County will immediately notify the Consultant of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Consultant 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 Consultant represents, understands and agrees that this is an "ON CALL" Contract. No work or contract amount is guaranteed.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Consultant 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 Consultant, its agents, representatives, employees or subconsultants. Contract work will not proceed unless Effingham County has in its 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 (consultant'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 consultant 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 CONSULTANT 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

Consultant 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 Consultant dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Consultant from
RFP No. 21-002 – Professional Services – On-Call CADD Services

County for services rendered prior to the date of death or dissolution shall be paid to Consultant’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 Consultant warrant that (1) they are authorized to sign on behalf of Consultant; (2) that to the extent Consultant 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 ____________________, 2020.

Greenline Architecture

___________________________
Signature

___________________________
Title

______________
Witness - Signature

___________
Witness - Title

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

WESLEY CORBITT, CHAIRMAN

Attest:

Stephanie Johnson, County Clerk

CONTRACT NO. 21-001

COMMISSION APPROVAL DATE:

___________________________
RFP No. 21-002 – Professional Services – On-Call CADD Services
Services Contract

Between

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

and

Roberts Engineering
301 Sea Island Road Suite 10
St Simons Island, Georgia 31522

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 Roberts Engineering (hereinafter called the "Consultant"). 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 surveying company as specified in 21-001 Professional Services – On Call CADD Services; and

WHEREAS, the Consultant 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 Consultant as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The initial contract term will be for a 12 month period with option to be renewed on an annual basis at the discretion of the Board of Commissioners. scope of services and the terms and conditions of performance shall be as specified in this document and in 21-001 Professional Services – On Call CADD Services and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract is an Indefinite Delivery Contract based on specific on call CADD services. Specific Contract Amounts to be determined and awarded via Task Orders based on work requested and proposals provided by the Consultant and approved by the County Manager/County Engineer. No guarantee is made regarding amount of work or fee to be assigned during the duration of the Contract.

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 Consultant 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 Consultant 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 Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant shall be incorporated in written amendments to this Contract.
SECTION 1-6 TERMINATION OF CONTRACT FOR CAUSE.
County may terminate this Contract for cause or Consultant's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant 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 1-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Consultant 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 1-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Consultant is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION 1-9 INDEMNIFICATION.
To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subconsultants 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 Consultant, its subconsultants 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 Consultant'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 Consultant.

SECTION 1-10 COVENANT AGAINST CONTINGENT FEES.
The Consultant shall comply with the relevant requirements of all Federal, State, County or other local laws. The Consultant warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Consultant, 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 1-11 PROHIBITED INTERESTS.
A. Conflict of Interest: The Consultant and its subconsultants 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 Consultant further agrees that, in the performance of the Contract no person having such interest shall be employed.

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

Interests of Public Officials.
Consultant warrants for itself and any subconsultant 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 Consultant and its
subconsultants 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 Consultant as requested by
the County.

SECTION I-13 INDEPENDENT CONSULTANT.
Consultant hereby covenants and declares that it is an independent business and agrees to perform the Work as an
independent consultant and not as the agent or employee of the County. The Consultant agrees to be solely responsible
for its own matters relating to the time and place the services are performed; the instrumentalties, 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 Consultant agrees to be solely responsible for its own acts and those of its subordinates and
subconsultants 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 Consultant.

All written notices, demands, and other papers or documents to be delivered to the Consultant under this Contract shall be
transmitted by certified mail, postage prepaid, to Jonathan Roberts, Roberts Engineering, 301 Sea Island Road, Suite
10, St Simons, Georgia, 31522. It shall be Consultant’s responsibility to inform the County of any change to this contact
address.

SECTION I-15 COMPLIANCE WITH LAWS.
The Consultant 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 Consultant 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 CONSULTANT SERVICES.
The County shall pay the Consultant for services rendered on specific task orders identified and approved by the County
Manager/County Engineer based on the Consultant’s specific task proposal which will be made part of this Contract.

These rates and fees provided by the Consultant in his proposal dated _________ shall remain in effect for the 12 month
Contract time, without exception.

All invoices shall contain the following:
Date services performed
Detailed account of services performed
RFP No. 21-002 – Professional Services – On-Call CADD Services

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 Consultant 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 Consultant's approved Task Order 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 Consultant 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 Consultant. The County will immediately notify the Consultant of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Consultant 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 Consultant represents, understands and agrees that this is an "ON CALL" Contract. No work or contract amount is guaranteed.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 (consultant'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 there from. 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.
RFP No. 21-002 – Professional Services – On-Call CADD Services

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 consultant 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 CONSULTANT 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

Consultant 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.
RFP No. 21-002 – Professional Services – On-Call CADD Services

If Consultant dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Consultant from County for services rendered prior to the date of death or dissolution shall be paid to Consultant’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 Consultant warrant that (1) they are authorized to sign on behalf of Consultant; (2) that to the extent Consultant; 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 __________________, 2020.

Roberts Engineering

________________________
Signature

________________________
Title

Witness - Signature

________________________
Witness - Title

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

________________________
WESLEY CORBITT, CHAIRMAN
Attest:

________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 21-001

COMMISSION APPROVAL DATE:
RFP No. 21-002 – Professional Services – On-Call CADD Services
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: 11-03-2020

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 second 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 to save $4985 versus having two separate service agreements. This change added $13,561 to the original cost of $150,065.27

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: $163,626.27, to be paid in twelve monthly installments of $13,635.52, 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: 06/11/2020

Company Name: EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Attn:

Billing Address: 601 N LAUREL ST

City, State, Zip: SPRINGFIELD, GA, 31329

Customer Contact: Clint Hodges

Required P.O.: No

Customer #: 1011662691

Bill to Tag #: 

Contract Start Date: 01-Aug-2020

Contract End Date: 31-Jul-2021

Anniversary Day: Jul 31st

Payment Cycle: ANNUALLY

PO #: 

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Subtotal - Recurring Services: $13,635.52 $163,626.27

Subtotal - One-Time Event Services: $0.00 $0.00

Total: $13,635.52 $163,626.27

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.
## SERVICE AGREEMENT

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

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

### CUSTOMER (PRINT NAME)

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<th>Name</th>
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<tbody>
<tr>
<td>Mark Hollomon</td>
<td>CSM</td>
<td>7/28/2020</td>
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<td>Mark Hollomon</td>
<td>678-381-6026</td>
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Quote Number : QUOTE-1294999  
Contract Number: USC000003680  
Contract Modifier: R02 JUN-2020

New Business 10  
November 3, 2020  
Page 4 of 8
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, in addition to any other rights available to it under law, 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:  Human Resources Standards of Practice 2.23 – Open Records Request
Author:  Vicki Dunn, Human Resources Director
Department:  Human Resources
Meeting Date:  November 3, 2020
Item Description:  Effingham County Board of Commissioners does not have a policy to outline the procedure required when responding to an Open Record Request.

Summary Recommendation:  The purpose of this policy is to establish procedures for all County departments to follow when responding to an Open Records Request. From time to time Open Records Requests will go directly to the County department and not to/through the County Clerk. When this happens the County Clerk is left out of the loop and is unable to ensure that the information request is handled correctly, within the required time lines and the information being provided is subject to disclosure.

Executive Summary/Background
We currently have a notice on our website that states all Open Records Requests must be directed to the County Clerk. In most cases, the person submitting the Open Records Request has not checked our website and is not aware of the requirement to submit the request to the Clerk of Court. This policy was developed for our employees, especially our department heads, to make them aware of the procedures when given an Open Records Request. This policy also defines what information is permissible/is not permissible to release.

This policy has been reviewed and approved as true to form by the County Attorney

Alternatives for the Commission to Consider:
1. Approve and implement the policy as written.
2. Disapprove the policy and give direction to staff.

Recommended Alternative:  Staff recommends alternative 1.

Other Alternatives:  None

Department Review:  County Manager, County Clerk and County Attorney

Funding Source:  No impact.

Attachments:
1. Draft Policy – 2.23 – Open Records Request
2.23 – OPEN RECORDS REQUESTS

A. STANDARD

1. The open records law is a state law that requires counties and other governmental agencies to provide public access to documents. It was enacted to make government more open to public scrutiny by requiring that documents and records maintained by government offices be produced for inspection and copying at any person’s request. You may be criminally liable for failure to strictly comply with the requirements of this law. This policy is designed to alert you to your responsibilities.

2. The County Clerk is assigned as the Open Records Officer for the County. Should you need assistance regarding a request under the Georgia Open Records Act you contact the County Clerk. Requests can be submitted via our website, email or postal mail.

3. Should any employee receive an Open Records Request, whether verbal or in writing, you must direct the requestor to the County Clerk. You should further respond to the requestor explaining the request response timeline does not begin until the County Clerk receives the request. Other than notifying the requestor of the requirement to send the Open Records Request to the County Clerk, no response to the Open Records Request should be given until the County Clerk as vetted the request for processing.

B. STANDARD

1. **General Responsibilities Under the Open Records Law**

   Whenever any individual requests a copy of “public records" or requests the opportunity to review “public records," the department records custodian must make the copies or allow the individual the opportunity to review the documents within
1. **General Responsibilities Under the Open Records Law Continued:**

   three business days if the records are available and are not “exempt” from the open records law after being reviewed and vetted by the County Clerk. As explained in further detail below, the County Clerk may charge a “reasonable fee,” on behalf of the county, for complying with this request. If the estimated “reasonable fee” is greater than $25, then the county must provide the individual with a written estimate of the fee.

2. **Public Records**

   The most important thing to remember about the open records law is that you must assume in almost all situations that everything in your department is a public record that is subject to inspection, unless it falls within one of the specific statutory exemptions to the open records law. Public records include letters, internal memoranda, invoices, requisitions, and reports maintained by or in your department. Penciled notes, e-mails, desk diaries, agendas, calendars, rolodexes, contact lists, and telephone message slips may all be subject to disclosure. Even county records that are not physically located in your office, such as records kept in storage, archives, or at your home are open records. These may also include documents maintained by a private person or company on behalf of your department. You cannot exempt records from disclosure by asking a private company to undertake county work, to assume custody over county documents, or to conduct its own investigation or study of county activities. Public records also include information that is not on standard paper in printed form. Maps, plats, ledgers, photographs, directories to records, information maintained on CDs, DVDs, jump drives, microfiche, tapes, and on digital data storage (such as cloud storage) as well as information stored on computers such as databases, spreadsheets, electronic files, etc., may be considered public records.

3. **E-Mails, Texts and Instant Messages are Public Records**

   E-mails, text or instant messages (county business and personal) that you have received or sent on a county computer or county issued electronic device are subject to the Open Records Law. Any e-mails, text or instant messages relating to county business that you may have received or sent from your personal computer or electronic device are also public records. Furthermore, records that are stored in the server for your computer network are subject to disclosure. Comments made and information provided on a social networking site such as Facebook, LinkedIn, Instagram, or Twitter that is maintained by the county are also be subject to disclosure. The key to deciding whether information is open to public inspection is asking whether
3. **E-Mails, Texts and Instant Messages are Public Records Continued:** it is prepared and maintained or received in the course of the operation of the county, regardless of its location or form.

4. **Destruction of Records**
   You may not delete, throw away, shred, or destroy county records except in accordance with the schedule contained in the records management program adopted by the board of commissioners pursuant to O.C.G.A. § 50-18-99. The records management program explains how long each type of record must be kept. Correspondence (i.e., emails, letters, other communications, etc.) is retained based on the subject matter and the significance of the communication which may be transitory (kept for useful life), general (kept for five years or duration of the record associated with the communication if longer than five years) or administrative (permanent). For more information on the county’s records management program, please contact the County Clerk.

5. **Exemptions To The Open Records Law**
   Some records are exempt from the open records law and do not have to be released to the public. These exceptions are interpreted narrowly, with the presumption that the public should have access to information regarding the operation and responsibilities of counties. Because these exceptions to the rule of disclosure are to be interpreted narrowly, and because several of these have been the subject of court rulings, please consult with the County Clerk immediately if you think that one or more exemptions apply to records you have been asked to make available. There are three types of exemptions: (1) records that you may not release; (2) records that you may, but are not required to, withhold; and (3) records that you may temporarily withhold, but must release in the future.

6. **Records That May Not Be Released**
   You are not allowed to release the records listed below. The following records have been deemed to be private and protected and you could be held liable for allowing access:
   - Documents that provide cable and video service provider financial information. See O.C.G.A. § 36-76-6(d).
   - Documents required to be confidential pursuant to a court order. See O.C.G.A. § 50-18-71(a).
6. **Records That May Not Be Released Continued:**

- Documents that are specifically required by the federal government to be kept confidential. See O.C.G.A. § 50-18-72(a)(1).
  - Medical records. See O.C.G.A. §§ 50-18-72(a)(2) and (20).
  - Documents or portions of documents that contain information the disclosure of which would be an “invasion of personal privacy.” See O.C.G.A. § 50-18-72(a)(2). County employees should not withhold documents based on this exception without first checking with the County Clerk.
  - Portions of documents containing any individual’s social security number, mother’s birth name, credit card information, debit card information, bank account information, account and utility account, passwords and financial data, medical information or insurance data, unlisted telephone number, personal e-mail or cell phone number, day and month of birth, or information regarding public utility, television, internet, or telephone accounts held by private customers. See O.C.G.A. § 50-18-72(a)(20). Although you are generally prohibited from releasing this information, there are some limited situations where it may be released. For instance, this information may be released to other governmental officials and employees when they seek the information for administrative purposes. Similarly, information may be released for law enforcement purposes or pursuant to court order. A news media representative may receive social security number and day and month of birth if they submit a written request signed under oath that the information sought is in connection with news gathering and reporting. The month and day of birth of a deceased individual may be released.
  - Portions of documents which would reveal a county or other public employee’s home address, home telephone number, day and month of birth, social security number, insurance or medical information, mother’s birth name, credit card information, debit card information, bank account information, account number, utility account number, account password, financial data or information other than compensatory by the county, unlisted telephone number, or identity of the public employee’s immediate family or dependents. See O.C.G.A. § 50-18-72(a)(21).
  - Portions of documents maintained by recreation programs that could reveal a child’s name, address, and phone number, if 12 years old or under. See O.C.G.A. § 50-18-72(a)(27).
  - Documents or portions of documents that would reveal a trade secret. See O.C.G.A. § 50-18-72(a)(34).
6. **Records That May Not Be Released Continued:**
   - Documents or portions of documents that would disclose proprietary information that has not been released. See O.C.G.A. § 50-18-72(a)(35).
   - Documents that are subject to the attorney-client privilege or the attorney work product confidentiality. See O.C.G.A. § 50-18-72(a)(42).
   - Unless otherwise permitted by law, original trial exhibits without the approval of the judge assigned to the case. However, in most cases a copy, photograph, or other reproduction of a trial exhibit is an open record. See O.C.G.A. § 50-18-72(c).
   - Confidential evaluations relating to the appointment or hiring of a public officer or employee. See O.C.G.A. § 50-18-72(a)(7).
   - Documents or portions of documents that would reveal any component in the process used to execute or adopt an electronic signature. See O.C.G.A. § 50-18-72(a)(23).

7. **Records That May Be Withheld**
   The following records may, but are not required to be, withheld. In other words, although you are not required to release the following records, they may be released.
   - Documents or portions of documents compiled for law enforcement or prosecution purposes that would disclose (1) the identity of a confidential source, (2) confidential investigative or prosecution material that would endanger the life or physical safety of an individual, or (3) the existence of a confidential surveillance or investigation. See O.C.G.A. § 50-18-72(a)(3).
   - Georgia Uniform Motor Vehicle Accident Reports. However, certain individuals supplying a written statement of need may be supplied with a copy, such as the parties and witnesses involved or injured in the accident (and their attorneys or other representatives), the insurance companies, a district attorney, a solicitor, a law enforcement officer, individuals with a personal, professional or business connection with a party to the accident, an individual identified in the accident report, an individual that owns or leases one of the vehicles (or other property) damaged in the accident, an individual who may be liable as a result of the accident, an individual
7. **Records That May Be Withheld Continued:**

conducting "public interest" research, a representative of a news media organization, or an attorney needing the accident report as part of a criminal case or an investigation involving the safety of a road, railroad crossing, or intersection. See O.C.G.A. § 50-18-2(a)(5).

- Documents that would reveal the location or character of a historic property that the Division of Historic Preservation of the Department of Natural Resources has determined the disclosure of which would create a substantial risk of harm, theft, or destruction to the property. See O.C.G.A. § 50-18-72(a)(14).

- Records of farm water use by individual farms determined by water-measuring devices installed pursuant to O.C.G.A. §§ 12-5-31 or 12-5-105. See O.C.G.A. § 50-18-72(a)(15)

- Documents that contain site-specific information regarding the occurrence of rare species of plants or animals or the location of sensitive natural habitats, the disclosure of which has been determined by the Department of Natural Resources to create a substantial risk of harm, theft, or destruction to the species or habitat. See O.C.G.A. § 50-18-72(a)(18).

- Documents or portions of documents that would reveal the names, home addresses, telephone numbers, security codes, e-mail addresses, and other data developed by the county in connection with servicing, maintaining, operating, selling, or leasing a burglar alarm system, fire alarm system, or other electronic security system or with a neighborhood watch or public safety notification. See O.C.G.A. § 50-18-72(a)(19).

- Documents or portions of documents that would reveal the home address, home telephone number, social security number, insurance information or medical information, or identity of immediate family member or dependent of a public employee. See O.C.G.A. § 50-18-72(a)(21).

- Documents or portions of documents that would reveal the home and work address and telephone number, as well as hours of employment, of anyone who participates in or has expressed an interest in a county rideshare or carpool program. See O.C.G.A. § 50-18-2(a)(24).


- Portions of records identifying callers to 9-1-1 call centers by name, address, and phone number. See O.C.G.A. § 50-18-72(a)(26).
7. **Records That May Be Withheld Continued:**

- Audio recordings of 9-1-1 calls which contain the speech in distress or extreme cries of the caller who is a minor or who died during the call. See O.C.G.A. § 50-18-72(a)(26.1).
- Audio and video recordings from devices used by law enforcement officers in a place where there is a reasonable expectation of privacy when there is no pending investigation. See O.C.G.A. § 50-18-72(a)(26.2).
- Documents or portions of documents which would reveal licenses to carry pistols or revolvers. However, probate court judges and law enforcement agencies may obtain records related to licensing and possession of firearms. See O.C.G.A. § 50-18-72(a)(40).
- Documents or portions of documents that would reveal records pertaining to the rating plans, rating systems, underwriting rules, surveys, inspections, statistical plans, or similar proprietary information used to provide or administer liability insurance or self-insurance coverage to a county. See O.C.G.A. § 50-18-72(a)(45).

8. **Records That May Be Withheld Temporarily**

The following records may, but are not required, to be withheld. However, if they are withheld from disclosure, they may only be held temporarily. Eventually, they must be released.

- Records of a pending investigation or prosecution of a criminal or unlawful activity by a law enforcement, prosecuting, or regulatory agency do not have to be released until the investigation is concluded. See O.C.G.A. § 50-18-72(a)(3).
- Information compiled in an investigation of a county employee or official is not required to be released until 10 days after it has been presented to the board of commissioners or other officer for action or until 10 days after the investigation is concluded. See O.C.G.A. § 50-18-72(a)(8).
- Documents or portions of documents that would reveal the location of real property (i.e., land or land and a building or other structure) that the county is considering purchasing. However, these documents must be released once the property has been purchased or the plan to purchase has been abandoned. See O.C.G.A. § 50-18-72(a)(9). Pending bids and proposals on public works and road construction projects must be withheld until the final award of the contract is made or until the project is terminated or abandoned. See O.C.G.A. § 50-18-72(a)(10).
- Documents that would identify individuals applying for or under consideration for employment or appointment as an executive head (i.e., a county
8. **Records That May Be Withheld Temporarily Continued:**
Manager or administrator) if the hiring process is not conducted in the open. See O.C.G.A. § 50-18-72(a)(11). Once the number of individuals under consideration has been narrowed down to three, the three finalists have the opportunity to withdraw their applications rather than have their names released. The names of the three finalists must be released at least 14 days before the individual is hired.

- Documents that are of historical research value and that have had a restriction of access placed upon them by the owner/donor do not have to be released until 75 years after the date of donation. See O.C.G.A. § 50-18-72(a)(13).

9. **The Public’s Right Under the Open Records Law**
The public has the right to a personal inspection of all public records not specifically exempted from disclosure under this law. It does not matter whether they are a citizen of our county or even our state. Similarly, except for information that could lead to identity theft (i.e., social security numbers, bank account information, credit card information, mother’s birth name, day and month of birth), it should not matter why they are seeking the records or how they will use the records. If it is a public record, then any individual may see it. Anyone may also make copies of public records, for a uniform per-page charge (10¢ per page), and, if the search or retrieval of the records imposes unusual administrative costs or burdens, for additional administrative charges (see below for further explanation of the fees that may be charged). Anyone who asks for a record has the right, within three business days of the request:

1. to be told whether the document is an open or “public record” or whether a document (or a portion of a document) falls within one of the “exemptions” to the open records law;

2. to be given the legal authority (by code section, subsection, and paragraph number), if all or a portion of the requested records are “exempt;”

3. to be notified of any estimated charges for complying with the request; and

4. to be given copies of the requested documents, to be given the opportunity to inspect the requested documents, or to have the requested documents e-mailed, faxed, or otherwise transmitted electronically. While county records belong to the public, the county serves as the custodian or trustee of the records and must protect them from permanent removal or alteration by an individual member of the public. Although individuals have the right to personally inspect or copy records, they do not have the right to remove public records from the office of the records.
9. **The Public's Right Under the Open Records Law**

   custodian. As such, the department records custodian or his or her designee should supervise the inspection of the records.

10. **Reasonable Fees That May Be Charged Under the Open Records Law**

   The law states that you may charge and collect a uniform copying fee not to exceed 10¢ per page for letter or legal sized documents and the actual cost for non-standard documents or electronic media. However, higher fees for certified copies or other specialized records may be charged, if authorized by law. The law also authorizes a reasonable charge for the search, retrieval, redaction, and other direct administrative costs for complying with a request for records. The hourly charge permitted cannot exceed the salary of the lowest-paid, full-time employee who, in the discretion of the department records custodian, has the necessary skill and training to fulfill the request. If such an administrative charge will be assessed and is estimated to be greater than $25, you must provide it in writing to the individual requesting the documents within three business days of receiving the request, but before fulfilling the request. Additionally, you must use the most economical and efficient means available to comply with the request.

11. **Handling Open Records Requests**

   Generally, all requests for records are to be responded to within three business days. Whenever possible, this means providing electronic or hard copies of the documents to the requestor or providing access. Most requests for records should be handled at the time of request without special review. However, when the request for records cannot be handled while the citizen is in the county office or if it appears that the request may require some searching or review, the following procedures should be followed.

   1. While you cannot require that a request be made in writing (although you can direct all written requests to the County Clerk), you may encourage the requestor to put it in writing to provide documentation of when the open records request was received, as well as help to prevent misunderstandings over the actual records being requested.

   2. Upon receipt of the request, the County Clerk should immediately date-stamp the request form.

   3. Immediately review the request to ensure that it is addressed to the appropriate department or official. If you believe that the request may include
11. **Handling Open Records Requests Continued:**

   documents held by other departments, send a copy of the request to those departments immediately.

   4. Within three business days of the request, determine whether the county has records that are responsive to the request. You may not destroy documents or give them to someone else to prevent releasing them. However, if such records do not exist, let the requesting party know of this fact within the three-business-day time period.

   5. Within three business days of the request, the County Clerk will provide a written estimate of any copying charges or administrative charges for retrieving the documents.

   6. Within three business days of the request, determine whether all or any portion of the documents are subject to any of the exemptions to the open records law. If all or any portion of the requested records are exempt, provide a written notice to the individual requesting the documents of the exemption, including the exact code section, subsection and paragraph. It is extremely important that you are complete and accurate in describing a record as exempt. Do not include any exemptions that do not actually apply to the requested records. If you have any questions about whether an exemption applies, contact the County Clerk immediately.

   7. Within three business days of the request, allow the requesting party to inspect and/or copy the documents that are not exempt from the open records law. You may redact (strike through or white out) any exempt portion of the document prior to releasing it to the individual. If the records cannot be produced within this time, provide the requesting party a written description of the records and a timetable for their production.

   8. You are not obligated to create documents that do not presently exist or to summarize information on a list or calculations if that has not already been created as a document or computer file. For example, you may be asked for a list of all persons delinquent in paying property taxes, but your records are maintained by street address. The appropriate response is to state that you have no document in your custody or control that contains the information requested, and that such information (e.g., delinquent taxpayers) is maintained in another way (e.g., in individual forms using street addresses). However, if the information requested is kept in a database and you can access that information by performing a search or query, then you must provide that information.
11. **Handling Open Records Requests Continued:**

9. At all times, be courteous, professional, and prompt when handling open records requests. Remember, as county officials and employees it is one of our duties to provide access to records that belong to the public. Responding to open records requests should not be viewed as an interruption of your work—it is an important part of your work. Even when the records requestor seems adversarial, it is still your responsibility to maintain a professional and helpful attitude.

10. If practicable, post frequently requested information such as the budget, audit, minutes, and the agenda on the county website so that the public has direct access to this information.

11. If you have any questions at any stage of handling an open records request, contact the County Clerk immediately. Do not attempt to over-interpret the requirements of this policy or the open records law. If you fail to strictly adhere to all of the requirements of the open records law, you may be found guilty of a misdemeanor.
Staff Report

Subject: Approval and publication of Human Resources Standards of Practice 2.21, Critical Workforce Personnel

Author: Vicki Dunn, Human Resources Director
Department: Human Resources
Meeting Date: November 3, 2020
Item Description: Approval and publication of HR Standards of Practice 2.21, Critical Workforce Personnel

Summary Recommendation:
Staff is requesting authorization to publish HR Standards of Practice 2.21, Critical Workforce Personnel, in order to identify personnel that may be required to work in the event of an emergency or disaster operations.

Executive Summary/Background
This policy will require information be provided to Effingham County Emergency Management Agency that is currently not readily accessible. During a time of emergency or natural disaster personnel are needed for specific duties and responsibilities. The policy requires each department head to provide each employee with a form to be completed outlining any special skills, licenses, abilities they may have. This information will be turned over to the Effingham County Emergency Management Director or their designee, who will assign the employee to a category based on skills, abilities and tasks required.

This policy also allows employees that are not available to work during an emergency or natural disaster due to other critical responsibilities to declare their status.

This policy has been reviewed and approved as true to form by the County Attorney and has been reviewed and approved by the ACCG HR Attorney.

Alternatives for Commission to Consider
1. Approve the policy and authorize publication and distribution.
2. Disapprove the policy and provide guidance to staff.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives: None

Department Review: County Manager, EMA Director, EMA Coordinator, County Attorney, ACCG HR Attorney

Funding Source: No funding impact

Attachments:
1. HR Standards of Practice 2.21 – Critical Workforce Personnel
2.21 - CRITICAL WORKFORCE PERSONNEL

A. PURPOSE

During emergency and disaster operations, Effingham County will face conditions requiring unique human resource services and compensation. Accordingly, every Effingham County employee, both Exempt and Non-Exempt, must be classified into one of four categories for assignment during emergency operations. This policy implements uniform procedures for defining employee work responsibilities during an impending or declared emergency and the recovery period following an emergency or disaster.

B. STANDARD

The needs of Effingham County citizens must continue to be addressed during an impending or declared Emergency or Disaster Response and Recovery period. In order to accomplish this, County employees shall complete an Emergency Work and Skills Form and update the form anytime pertinent information changes. Supervisors should review the Emergency Work and Skills Form with each employee. If changes are made, copies shall be provided to Human Resources and the Emergency Management Director. The Emergency Management Director should conduct a review of all Emergency Work and Skills Form annually before the start of the Atlantic hurricane season.

C. SCOPE

Upon receipt of the Emergency Work and Skills Form, the Emergency Management Director or their designee shall review the forms and assign employees to the necessary category. The categories for assignment are:

1. Category 1 – Department Continuity of Operations (COOP) Team: Staff members in this category manage the Department’s COOP. Generally, the COOP
C. SCOPE Continued:

Team is made up of the minimum contingent required to meet the department’s needs of preservation and restoration of assets, resources and essential services. These team members are responsible for:

   a. Coordinating the evacuation of the department to an identified alternate facility.

   b. Ensuring the mission essential services identified in the COOP remain operational and are brought online as soon as possible.

   c. Ensures reconstitution of the department.

2. Category 2 – Critical Workforce (CWF) Pre-Assigned: Other than Category 1 COOP Team members, employees in this category are pre-assigned post disaster functions. Most Category 2 employees are required to shelter with the Effingham Emergency Management Agency (EEMA) during a disaster or other emergency event. Others may be required to return for their assignment immediately after the disaster or other emergency event ends. Examples of pre-assignments include:

   a. Damage Assessment Team Members

   b. Debris Management Team Members

   c. EOC Staff, etc.

3. Category 3 – Critical Workforce (CWF) Available for Assignment: This category includes those staff members that have not been designated in Category 1 or 2 above. These employees are available for assignment by the County to meet pre- and post-disaster staffing needs. Some of these employees may be required to shelter with EEMA during a disaster or other emergency event; others may be required to return for assignment immediately after the disaster or emergency event ends. Examples of assignments for this group include:
C. SCOPE Continued:

a. Assisting the Finance Section with tracking labor and equipment hours.

b. Assisting the Logistics Section with finding and tracking resources.

c. Assisting the Planning Section with document management, situational awareness and incident reporting.

d. Serving as a Point of Distribution (POD) Administrator for commodity distribution to the general public.

e. Assisting with the Evacuation Assembly Area, etc.

4. Category 4 – Special Circumstances Staff: Some staff may have a special circumstance that is identified in advance of an evacuation or emergency event which requires them to be excused from emergency or disaster response and recovery duties. These staff members are not required to report during disaster conditions until the area is rendered safe.

RESPONSIBILITIES

Employee Responsibilities

a. Alternate Work Assignments – During time of Pre-Emergency and Disaster response and recovery, employees may be temporarily assigned to duties other than the day-to-day functions of their position and may be assigned to work at different locations depending on the needs of the County. All Effingham County employees will be assigned to an Employee Category (1,2,3 or 4) using the Emergency Work and Skills Form.

b. Service Priority – Because the need to provide emergency services may supersede other County operations, timeframes for processing community actions may be suspended until the emergency or disaster response and recovery period has ended.
Standards of Practice
Section 2.21
Title: Critical Workforce Personnel

RESPONSIBILITIES Continued:

c. Monitor Radio/TV Stations – When an emergency has been declared, employees should monitor local radio and television stations for instructions for their Employee Category.

d. Pre-Assigned Employees – Many employees have been assigned duties within their departments to assist with official county emergency response or recovery efforts (Employee Categories 1 and 2). These employees should report to their primary or alternate worksite as directed when their Employee Category is recalled.

e. Category 3 Employees – Employees who have been assigned to Employee Category 3 should contact their supervisor and report to their worksite when directed to do so. Employees who evacuate the area are reminded to keep their County ID badge with them at all times in order to aid law enforcement officials during re-entry.

f. Contact with Department – Regardless of an employee’s emergency recovery assignment, all employees must maintain daily contact with their department. If telephone lines are down or conditions exist where contact by telephone cannot be accomplished, employees must keep their department informed of their status and whereabouts, and must carefully track all hours worked.

g. Family and Pet Planning – Employees should have a Family Emergency Plan in place. Effingham County recognizes the importance on advance planning for the care, safety and human services needs for families and pets. Each employee is required to have a plan for their family and pets should an emergency or disaster impact Effingham County.

County Responsibilities

a. Each department shall designate an employee to ensure all employees have a current Emergency Work and Skills Form on file and maintain the
County Responsibilities Continued:

accuracy of the department’s Work Assignment Data with Human Resources and EEMA.

b. The EEMA, in conjunction with the Human Resources Department, shall maintain the overall database of Emergency Work Assignment information and shall provide training to departments as needed.

c. EEMA, Human Resources and Department Directors will coordinate the assignment of Category 1 and 2 employees. Category 3 employees will be assigned by the County as needed based on the emergency event. Category 4 employees will be tracked by the Human Resources Department.
EMERGENCY WORK AND SKILLS FORM (Please print)

1. Name: ___________________________ ID#: __________
   Department: ___________________ Job Title: __________________________

2. If my category and assignment allows, I will be evacuating (check one only):
   _____ Alone  _____ With my family

3. I have the following skill(s) and/or interest that may be valuable to the County during an emergency:
   _____ ICS/NIMS Certificates (Circle all that apply):
   100  200  300  400  700  701a  800
   Other: __________________________________________________________

   _____ Commercial Driver’s License (CDL): Class (Circle One) A  B  C  D  E
   Endorsement (Circle One):  T  P  N  H  X

   _____ Heavy Equipment Operator (Circle all that apply):
   Forklift  Tractor  Back Hoe  Front End Loader  Street Sweeper
   Other: _________________________________________________________

   _____ Medical Qualifications/Experience (circle all that apply)
   CPR / First Aid  EMT  Paramedic  RN  LPN  MD  ME  CERT
   Other: _________________________________________________________

   _____ Social Services Qualifications/Experience (circle all that apply):
   Personal Care  Child Care  Elder Care  Nutritionist  Mental Health Care
   Social Worker  Health Care Aid  Psychologist/Counselor  Housing  Counselor
   CISM Counselor
   Other: _________________________________________________________
### Standards of Practice

**Title:** Critical Workforce Personnel

<table>
<thead>
<tr>
<th>Support Services Qualifications/Experience</th>
<th>Office Assistant</th>
<th>Secretary</th>
<th>Phone Customer Service</th>
<th>Customer Intake/Assessment</th>
<th>Other: ____________________________</th>
</tr>
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</table>

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<thead>
<tr>
<th>Skilled Trades Qualifications/Experience</th>
<th>Electrician</th>
<th>Carpenter</th>
<th>Electronics Technician</th>
<th>Plumber</th>
<th>Mechanic</th>
<th>Transportation Dispatcher</th>
<th>Other: ____________________________</th>
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</thead>
</table>

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<tr>
<th>Animal Care Qualifications/Experience</th>
<th>Animal Rescue</th>
<th>Animal Control</th>
<th>Animal Care</th>
<th>Veterinarian</th>
<th>Vet Tech.</th>
<th>Other: ____________________________</th>
</tr>
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<tr>
<th>Language</th>
<th>Spanish</th>
<th>French</th>
<th>Vietnamese</th>
<th>Chinese</th>
<th>Japanese</th>
<th>TTY/TDY</th>
<th>TVCC</th>
<th>American Sign Language</th>
<th>Other: ____________________________</th>
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<tr>
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<td>F</td>
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<td>F</td>
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<tr>
<th>Information Technology</th>
<th>Set up/Networking</th>
<th>Hardware</th>
<th>Software</th>
<th>Telecom</th>
<th>Web Site</th>
<th>GIS</th>
<th>Social Media Monitoring</th>
<th>Other: ____________________________</th>
</tr>
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</table>

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<tr>
<th>Legal</th>
<th>Attorney</th>
<th>Paralegal</th>
<th>Court Reporter</th>
<th>Other: ____________________________</th>
</tr>
</thead>
</table>

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<tr>
<th>Housing</th>
<th>Licensed Building Inspector</th>
<th>Housing Official Planning Director</th>
<th>Hazard Mitigation Officer</th>
<th>Land Development</th>
<th>Fire Marshall</th>
<th>Code Analyst</th>
<th>Structural Engineer</th>
<th>Other: ____________________________</th>
</tr>
</thead>
</table>
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
Human Resources Standards of Practice

Standards of Practice
Section 2.21
Title: Critical Workforce Personnel

____ Prior or current Military Experience (circle one):
   Active    Reserve    Service Dates:____
   Branch: _____    Rank: _____    Specialty(MOS/Rating): ________________________
   Are you subject to recall in the SELRES?   Yes   No   Unknown

____ I am physically able to lift up to 35 pounds     Yes      No

Other skills and/or interest that may be valuable to the County during an emergency:
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

Employee: By signing this form you are notifying the County that you have skills that
may be needed before, during or after a disaster and you will perform these duties if
needed. The form will be sent to the EEMA to determine your Critical Workforce
Assignment.

______________________________      ______________________________
Employee Signature and Date              Supervisor Signature and Date

Employee, _____________________________, will be assigned to the following
Critical Workforce Category:
1                        2                        3

______________________________
EEMA Director

Office of Human Resources
EMERGENCY WORK ASSIGNMENT SPECIAL CIRCUMSTANCE EXEMPTION FORM

1. Name: ___________________________ ID#:__________
   Department: ______________ Job Title: _______________________________

2. I request to be assigned to Disaster Employee Category 4 (Special Circumstance Exemption), and request to be exempted from work during a disaster. I recognize this is a request and circumstances surrounding my function may require my attendance and prevent the authorization of the request. I also recognize this request must be approved by my Supervisor and Department Director.

   My special circumstance is (define in detail):
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________

3. In the event of a disaster and/or evacuation, I:
   _____ Cannot work and:
   _____ Request to take leave using my accumulated personal time until exhausted or required to return to work. If my personal accumulated time runs out while I am away, I understand my leave will then be unpaid until I return to work.
   _____ Request to take UNPAID leave.
   _____ Other: ____________________________________________

Employee Signature and Date
Supervisor Signature and Date

Office of Human Resources
## Standards of Practice

**Section 2.21**

**Title:** Critical Workforce Personnel

<table>
<thead>
<tr>
<th>Employee, ________________________________</th>
<th>will be assigned to the following Critical Workforce Category:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
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</table>

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**EEMA Director**
EMERGENCY WORK ASSIGNMENT VERIFICATION FORM

1. Name: _______________________________   ID#:__________
   Department: ___________________  Job Title: _______________________________

PRINCIPAL PURPOSE: To identify and ensure that Effingham County Employees have made adequate arrangements during catastrophic events or emergency situations.

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have been counseled and fully understand the Emergency Work Assignment Policy.</td>
<td></td>
</tr>
<tr>
<td>I understand that I am responsible for developing an Emergency Plan for my family and pet care based on my Emergency Work Assignment.</td>
<td></td>
</tr>
<tr>
<td>I understand that I am subject to a change in my emergency work assignment based on the needs of the County.</td>
<td></td>
</tr>
<tr>
<td>Arrangements for the care of my family members and/or pets during my normal working hours as well as absences due to extended working hours or emergency situations is my responsibility. I understand that if these arrangements fail, the absence from my work assignment will be without compensation unless alternative arrangements are made with my department Director.</td>
<td></td>
</tr>
<tr>
<td>I understand that I must revise or verify this plan at least yearly or in the event I transfer to another department.</td>
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</tr>
<tr>
<td>I confirm that I am required to maintain contact with my supervisor during emergency assignments.</td>
<td></td>
</tr>
<tr>
<td>I confirm that I have completed the Emergency Work and Skills form.</td>
<td></td>
</tr>
<tr>
<td>I confirm that I have completed the Employee Emergency Contact form.</td>
<td></td>
</tr>
<tr>
<td>If I am asking for an exemption from a disaster assignment, I confirm I have completed a Special Circumstance Exemption Form. If I am not requesting this exemption, I do not need to complete this form.</td>
<td></td>
</tr>
</tbody>
</table>

Employee Signature and Date   Supervisor/Director Signature and Date

Office of Human Resources
EMPLOYEE EMERGENCY CONTACT FORM

1. Name: ________________________________ ID#:__________
   Department: ___________________ Job Title: ___________________

PRINCIPAL PURPOSE: To ensure that Effingham County has current and accurate emergency contact information for each employee during an emergency or disaster situation.

EMPLOYEE CONTACT INFORMATION:

Street Address:________________________ City: ______________ Zip:_________

Home Phone: _______________ Cell Phone: _______________ Other: _______________

Email Address: _________________________________________________________________

Alternate Email Address: _________________________________________________________

EMERGENCY POINT OF CONTACT INFORMATION:

Name: __________________________ Relationship: __________________

Street Address:________________________ City: ______________ Zip:_________

Home Phone: _______________ Cell Phone: _______________ Other: _______________

Email Address: _________________________________________________________________

Alternate Email Address: _________________________________________________________
## OUT OF AREA ALTERNATE POINT OF CONTACT INFORMATION:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>City:</th>
<th>Zip:</th>
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<table>
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<tr>
<th>Home Phone:</th>
<th>Cell Phone:</th>
<th>Other:</th>
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<table>
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<tr>
<th>Email Address:</th>
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<table>
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<tr>
<th>Alternate Email Address:</th>
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<table>
<thead>
<tr>
<th>Employee Signature and Date</th>
<th>Department Head Signature and Date</th>
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</table>
FREQUENTLY ASKED QUESTIONS (FAQS)

1. **How do I know which employee group I am supposed to be in?** This information should be provided to you by your supervisor and should align with your department’s emergency plan. If there is any conflict or disagreement over your assignment please consult your Department Director.

2. **I am a supervisor/Director. How do I know which employee category to put my employees in?**

   a. Category 1 employees must return to work immediately to support the activation of the department’s Continuity of Operations Plan (COOP). Positions assigned to this category must be listed in the department COOP.

   b. Category 2 employees are those that already have a role during an emergency or disaster event. These roles are generally part of their day-to-day duties and support an Emergency Support Function (ESF). Assignment to Category 2 will depend on the departments normal function and ESF responsibilities, which should be outlined in each department’s emergency plan. Some employees may also be assigned to this category based on the needs of the event. Many employees in this category will remain at work through the emergency (i.e. ride out” the storm). Examples include personnel assigned to the Emergency Operations Center (EOC), Damage Assessment, etc.

   c. Category 3 employees will not be needed to carry out their normal function during or immediately after an emergency. Employees in Category 3 can be reassigned to alternative work locations as needed.

   d. Category 4 employees have a special circumstance, such as family members who require medical care. Category 4 employees cannot report to work in the event of an emergency. These employees must request to be placed in Category 4 using the Special Circumstances Exempt Form. Assignment to Category 4 must be approved by the Department Director.
3. I’m not sure if I should be in Employee Category 4. What constitutes a special circumstance? Generally, if someone in your household has a disability or a special need and you will be required to care for them during an emergency, then you should request to be assigned to Employee Category 4. Other situations will be considered on a case by case basis.

4. I am in Employee Category 4. Do I still need to fill out the form? Yes.

5. I used to have a Commercial Driver’s License, EMT Certification, etc., but it expired. Should I still list this on the form? No. For proficiencies that require current certification or licensure, please only enter those proficiencies for which you hold a current certification or license.

6. I am an excellent carpenter, plumber, etc., but I do not hold a license or certification. Should I still enter this on the form? Yes. For skills or trades that may require a current license or certification in order to conduct business for profit, you may still enter the information as long as you are willing and able to perform this work for the County during an emergency.

7. I am a volunteer Firefighter, Red Cross Volunteer, etc. Where should I list this information on the form? This information should be listed at the bottom of the form.

8. Will I get paid for my emergency assistance? Yes. You will be paid in accordance with County Human Resources Policy.

9. Will I get any time off to take care of my home and my family? The County Manager may approve compensatory leave or paid absences in accordance with County Human Resources Policy.

10. If I do not check off any skills or interests do I still have to report to work? Yes. The County will need all of its employees to respond to an emergency. Employees who do not show up for work will not be paid and may be subject to disciplinary action.
11. **What if I am (or a family member is) injured or my home is destroyed, will I still be expected to come to work?** The County realizes that some employees may have extenuating circumstances during an emergency. Taking care of our employees if the County’s top priority. If you have special circumstances at home, prompt and frequent communication with your supervisor will be critical. Employees who have legitimate emergency and who make a reasonable effort to contact the County will not be subject to disciplinary action.

12. **How will I know if my employee group is recalled to work?** Employees should monitor their telephones and email and other devices for electronic communications that may be sent from the County. In addition, employees should monitor local television and radio, the National Oceanic and Atmospheric Administration (NOAA) weather radio, and any other available means of communication following an emergency.

13. **How can I get help on designing a family disaster plan?** EEMA is available to assist any employee with developing a family disaster plan.
CRITICAL WORKFORCE PERSONNEL FORM

PURPOSE:

Critical Workforce Personnel are defined as those employees that are expected to work immediately before, during and after a disaster or other emergency situation or event. This form will outline the responsibility of the employee under the authority of the Effingham County Board of Commissioners.

RESPONSIBILITIES:

In order to protect the County in the event of a disaster or other emergency event, it must have enough personnel and resources available to carry out this mission. The county has therefore dedicated specific personnel and resources to protect the County.

The County has designated you as a “Critical Workforce Employee”. You are directed to report for work at your designated area as soon as possible after notification of an impending disaster or other emergency situation.

I understand that the County may contact me on a short notice and require me to report for duty. I further understand that the County will make every effort to give me adequate lead time to make preparations for the safety and welfare of my dependents, but that the County cannot guarantee me any specific lead time. It is my responsibility to report to duty as soon as possible after notification.

I, ____________________________________________, understand that I have been designated as a Critical Workforce Employee and understand my responsibilities as defined above.

SIGNED:  ______________________________________________

DATE: ________________________________________________
Staff Report

Subject: Leave Accrual Based on Hours Worked per Shift
Author: Vicki Dunn, Human Resources Director
Department: Human Resources and Fire Department
Meeting Date: November 3, 2020
Item Description: Discussion of authorizing leave accrual based on the number of hours worked in a normal shift.

Summary Recommendation:
A request was made by Chief Hodges and Lt. Brent Connor for the County to consider changing the Paid Time Off accrual for those employees who work 24 hours in a normal shift. Paid Time Off hours would be accrued based on hours worked per shift and not solely on the years of service.

Executive Summary/Background
A recommendation for changing the Paid Time Off accrual is centered on the idea that an employee whose shift is 24 hours, such as Fire and EMS, should accrue more PTO than an employee who works an 8 hour or 12-hour shift. Information was gathered from 3 agencies in the surrounding area, Pooler, Statesboro and Bryan County, that do provide for shift differentials in accruing Paid Time Off. A spreadsheet is attached showing Effingham County accrual rates and the accrual rates of Pooler, Statesboro and Bryan County.

Alternatives for Commission to Consider
1. Approve accrual rates based on shift differentials as presented.
2. Disapprove accrual rates based on shift differential and provide staff with further guidance and instructions.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives: None

Department Review: County Manager, Effingham County Fire Chief

Funding Source: Additional funds will be required. Recommend implementation for next fiscal year in order to allow for budget change.

Attachments:
1. Paid Time Off Spreadsheet
2. Recommended Paid Time Off Shift Differential
<table>
<thead>
<tr>
<th>Paid time Off Accrual Comparison</th>
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<tbody>
<tr>
<td><strong>Effingham County - All Employees</strong></td>
<td><strong>Pooler Fire-Rescue Department - 24 Hour Shift</strong></td>
</tr>
<tr>
<td>0 - 23 months</td>
<td>4 hours per pay period</td>
</tr>
<tr>
<td>2 years to 5 years</td>
<td>5.85 hours per pay period</td>
</tr>
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<td>7.08 hours per pay period</td>
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<td>8.0 hours per pay period</td>
</tr>
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<td>8.92 hours per pay period</td>
</tr>
<tr>
<td>20 years +</td>
<td>10.15 hours per pay period</td>
</tr>
<tr>
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