BRANTLEY COUNTY COMMISSION
January 4, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on January 4, 2021, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Commissioner Herndon gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only
No one spoke

Public Participation – Speakers added to public participation agenda
Barbara Maefield beaver problem
Tom Worth, City Manager, asked the Board to consider helping the City with the beaver problem stating it would help the County also.
Gary Riggan EMS Director
Mr. Riggan introduced himself to the Board as the new EMS Director and stated he is excited to be here and looks forward to working with everyone.

Regular Agenda

1. Consideration of bids for 2021 LMIG projects Ben Pierce GWES

Mr. Ben Pierce with GWES, LLC presented the Board with information on the bids that were opened on December 20, 2021 for the LMIG 2021 projects for resurfacing Buster Walker Road and Schlatterville Road. Mr. Pierce's recommendation to the County for the bid on these projects is East Coast Asphalt. LLC in the amount of $760,227.00 for Buster Walker Road and $1,049,134.00 for Schlatterville Road. Mr. Pierce informed the Board that the previous LMIG projects have to be closed out for the County to receive any more LMIG funding; he asked if he could look into these projects and see if he can help get them closed out. The Board ageed.
Regular Agenda

2. Appointment of Vice Chairman for 2022

Commissioner Davison recommend appointing Commissioner Brian Hendrix. Regular Agenda

3. Appointment of County Attorney for 2022

Commissioner Hendrix recommended Deen Strickland. Regular Agenda

4. Resolution-Designate Southeastern Bank as Depository for County Funds

The County Clerk stated this is a yearly resolution. Regular Agenda

5. Resolution-Authorization for the Establishment of Depository Accounts by Brantley County's Constitutional Officers

The County Clerk stated this is a yearly resolution. Regular Agenda

6. Authorization for Constitutional Officers and Elected Officials to use County Federal ID Number & to accept checks, money orders, cash, and/or cashier's checks, electronic transactions and credit/debit card payments in their official duties

The County Clerk informed the Board this is a yearly authorization.

Regular Agenda

7. Consideration of opening new fund "Brantley County Supplement Juvenile Services Fund"

The County Attorney advised the Board this is a new fund for the benefit of the juvenile offenders. Regular Agenda

8. Consideration of opening new fund "Brantley County Insurance Claims Fund"

The County Clerk stated this fund is for the insurance claims this is due to the County now being partially self-insured. Regular Agenda

9. Set qualifying fees for 2022 Elections

The County Clerk informed the Board there are two positions for the County Commissioners and two position for the Board of Education. The county has to set the qualifying fees. Regular Agenda

10. Consideration of agreement with Satilla Probation Management Corporation (CSRA Probation Services, Inc.)

The County Clerk stated this is a yearly renewal with Satilla Probation; the Superior Court Judge, Probate Judge and Magistrate Judge has all signed the agreement. Regular Agenda

11. Resolution-Authorizing filing of application for Section 5311

The County Clerk informed the Board this is a resolution for authorization for Southern Georgia Regional Commission to file the grant application for 5311 on behalf of the County with GDOT. Regular Agenda

12. Executive Session – Personnel/Real Estate

Commissioner Davison made a motion to go into executive session. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Herndon made a motion to affirm matters discussed in Closed Session which was personnel and real estate; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Davison seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

13. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
January 6, 2022
Regular Meeting
6:00 PM

The Brantley County Board of Commissioners held a regular meeting on January 6, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Jesse Mobley, Randy Davison and Hal Herndon, Board Members and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the December 2021 minutes. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

REGULAR AGENDA

1. Consideration of bids for 2021 LMIG projects

The County Clerk stated that Mr. Ben Pierce with GWES, LLC, Engineer for this project, has recommended East Coast Asphalt. Commissioner Davison made a motion to approve the bid from East Coast Asphalt. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

2. Appointment of Vice Chairman for 2022

Commissioner Davison made a motion to appoint Brian Hendrix as Vice Chairman for 2022. Commissioner Mobley seconded the motion. All in favor. Motion carried.

3. Appointment of County Attorney for 2022

Commissioner Hendrix made a motion to appoint Deen Strickland as County Attorney for 2022. Commissioner Mobley seconded the motion. All in favor. Motion carried.

4. Resolution-Designate Southeastern Bank as Depository for County Funds

Commissioner Hendrix made a motion to approve the resolution. Commissioner Herndon seconded the motion. All in favor. Motion carried.

5. Resolution-Authorization for the Establishment of Depository Accounts by Brantley County's Constitutional Officers

Commissioner Herndon made a motion to approve the resolution. Commissioner Davison seconded the motion. All in favor. Motion carried.

6. Authorization for Constitutional Officers and Elected Officials to use County Federal ID Number & to accept checks, money orders, cash, and/or cashier's checks, electronic transactions and credit/debit card payments in their official duties

Commissioner Mobley made a motion to give authorization for constitutional officers and elected officials to use the County Federal ID Number & to accept checks, money orders, cash, and/or cashier's checks, electronic transactions and credit/debit card payments in their official duties. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

7. Consideration of opening new fund "Brantley County Supplement Juvenile Services Fund"

Commissioner Mobley made a motion to approve opening the new fund. Commissioner Davison seconded the motion. All in favor. Motion carried.

8. Consideration of opening new fund "Brantley County Insurance Claims Fund"

Commissioner Herndon made a motion to approve the opening of the new fund. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

9. Set qualifying fees for 2022 Elections

The County Clerk stated that the qualifying fees for Commissioners' Post 4 and Post 5 is $6,000.00 at 3% equaling $180.00. The qualifying fees for Board of Education Post 2 is $7,005.00 at % equaling $210.15 and Post 4 at $7,110.00 at 3% equaling $213.30. Commissioner Hendrix made a motion to approve the qualifying fees. Commissioner Mobley seconded the motion. All in favor. Motion carried.

10. Consideration of agreement with Satilla Probation Management Corporation (CSRA Probation Services, Inc.)

The County Clerk stated this is a yearly agreement with Satilla Probation Management Corporation. The Superior Court Judge, Probate Judge and Magistrate

Judge have all signed the agreement. Commissioner Mobley made a motion to approve the agreement. Commissioner Davison seconded the motion. All in favor. Motion carried.

11. Resolution-Authorizing filing of application for Section 5311

The County Clerk advised the Board this is a resolution authorizing Southern Georgia Regional Commissioner to file a grant application for 5311 on behalf of Brantley County with GDOT. Commissioner Mobley made a motion to approve the resolution. Commissioner Davison seconded the motion. All in favor. Motion carried.

12. Executive Session Personnel / Real Estate

Commissioner Mobley made a motion to go into executive session. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was personnel and real estate; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Davison seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken

8. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin

Rene' T. Herrin, County Clerk

GWES, LLC

BID TABULATION
PROJECT NAME: BRANTLEY COUNTY ROAD RESURFACING LMIG 2021
CLIENT NAME: BRANTLEY COUNTY BOARD OF COMMISSIONERS
PROJECT NO.: 116.01.2.21
DATE: Thursday, December 20, 2021 @ 2:30 p.m.

BUSTER WALKER ROAD					BIDDERS					
					Seaboard Construction Company		East Coast Asphalt, LLC		Georgia Asphalt Producers, Inc.	
Line Item Number	DOT Ref. Number	Item Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	150	Traffic Control & Construction Signage	1	Lump Sum	$ 45,558.91	$ 45,558.91	$ 43,900.00	$ 43,900.00	$ 32,000.00	$ 32,000.00
2	206	Borrow Material	500	Cubic Yards	$ 59.08	$ 29,540.00	$ 35.00	$ 17,500.00	$ 23.50	$ 11,750.00
3	310	Graded Aggregate Base - 8" minimum for sideroad tie-in	300	Square Yard	$ 24.48	$ 7,344.00	$ 35.54	$ 10,662.00	$ 26.00	$ 7,800.00
4	402	Remove/Replace Asphalt/ Base or Concrete Pvmt, Subgrade, Replace with GAB full depth up to match existing (3 ft depth max) 8" Base minimum	400	Square Yard	$ 217.60	$ 87,040.00	$ 40.00	$ 16,000.00	$ 80.00	$ 32,000.00
5	402	Recycled Asph. Conc. 12.5mm SuperPave, GP 1 or 2, incl Bitum. Mat'l and Hydrated Lime - 165 lbs/SY	4,970	Ton	$ 104.15	$ 517,625.50	$ 93.64	$ 465,390.80	$ 97.00	$ 482,090.00
6	402	Recycled Asph. Conc. Leveling SuperPave, GP 1 or 2, incl Bitum. Mat'l and Hydrated Lime - 65 lbs/SY	1,800	Ton	$ 106.71	$ 192,078.00	$ 95.38	$ 171,684.00	$ 97.00	$ 174,600.00
7	413	Bituminous Tack Coat	15,020	Gallon	$ 3.02	$ 45,360.40	$ 0.01	$ 150.20	$ 3.00	$ 45,060.00
8	429	Rumble Strips - 20FT Long	6	Each	$ 874.01	$ 5,244.06	$ 750.00	$ 4,500.00	$ 750.00	$ 4,500.00
9	653	Solid Traffic Stripe, 5", White	7.4	Linear Mile (LM)	$ 2,796.83	$ 20,696.54	$ 2,200.00	$ 16,280.00	$ 2,400.00	$ 17,760.00
10	653	Solid Traffic Stripe, 5", Double Yellow	1.5	LM	$ 5,593.67	$ 8,390.51	$ 4,400.00	$ 6,600.00	$ 4,800.00	$ 7,200.00
11	653	Solid Traffic Stripe, 5", Solid Skip Yellow	1.7	LM	$ 4,661.39	$ 7,924.36	$ 3,800.00	$ 6,460.00	$ 4,000.00	$ 6,800.00
12	653	Solid Traffic Stripe, 5", Skip Yellow	0.5	Gross Linear Mile (GLM)	$ 1,864.54	$ 932.27	$ 1,600.00	$ 800.00	$ 1,600.00	$ 800.00
13	653	Pavement Markings, Stop Bar, 24" Wide	30	Linear Feet	$ 10.49	$ 314.70	$ 10.00	$ 300.00	$ 9.00	$ 270.00
				Subtotal	$	968,049.25	$	760,227.00	$	822,630.00

SCHLATTERVILLE ROAD					Seaboard Construction Company		East Coast Asphalt, LLC		Georgia Asphalt Producers, Inc.	
Line Item Number	DOT Ref. Number	Item Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	150	Traffic Control & Construction Signage	1	Lump Sum	$ 21,061.14	$ 21,061.14	$ 17,525.00	$ 17,525.00	$ 23,000.00	$ 23,000.00
2	206	Borrow Material	500	Cubic Yards	$ 46.29	$ 23,145.00	$ 35.00	$ 17,500.00	$ 23.50	$ 11,750.00
3	310	Graded Aggregate Base - 8" minimum for sideroad tie-in	420	Square Yard	$ 24.23	$ 10,176.60	$ 35.54	$ 14,926.80	$ 26.00	$ 10,920.00
4	413	Bituminous Tack Coat	5,620	Gallon	$ 3.02	$ 16,972.40	$ 0.01	$ 56.20	$ 3.00	$ 16,860.00
5	402	Remove/Replace Asphalt/ Base or Concrete Pvmt, Subgrade, Replace with GAB full depth up to match existing (3 ft depth max) 8" Base minimum	180	Square Yard	$ 227.67	$ 40,980.60	$ 40.00	$ 7,200.00	$ 80.00	$ 14,400.00
6	402	Recycled Asph. Conc. 9.5mm SuperPave, GP 1 or 2, incl Bitum. Mat'l and Hydrated Lime - 135 lbs/SY	1,600	Ton	$ 122.23	$ 195,568.00	$ 92.91	$ 148,656.00	$ 97.00	$ 155,200.00
7	402	Recycled Asph. Conc. Leveling SuperPave, GP 1 or 2, incl Bitum. Mat'l and Hydrated Lime - 65 lbs/SY	300	Ton	$ 118.07	$ 35,421.00	$ 92.91	$ 27,873.00	$ 97.00	$ 29,100.00
8	424	Single Surface Treatment, #7 Group 2 only	21,600	Square Yard	$ 2.33	$ 50,328.00	$ 1.98	$ 42,768.00	$ 2.15	$ 46,440.00
9	653	Solid Traffic Stripe, 5", White	3.2	Linear Mile (LM)	$ 2,796.83	$ 8,949.86	$ 2,200.00	$ 7,040.00	$ 2,400.00	$ 7,680.00
10	653	Solid Traffic Stripe, 5", Double Yellow	0.31	LM	$ 5,593.68	$ 1,734.04	$ 4,400.00	$ 1,364.00	$ 4,800.00	$ 1,488.00
11	653	Solid Traffic Stripe, 5", Solid Skip Yellow	0.52	LM	$ 4,661.40	$ 2,423.93	$ 3,800.00	$ 1,976.00	$ 4,000.00	$ 2,080.00
12	653	Solid Traffic Stripe, 5", Skip Yellow	0.77	Gross Linear Mile (GLM)	$ 1,864.56	$ 1,435.71	$ 1,600.00	$ 1,232.00	$ 1,600.00	$ 1,232.00
13	653	Railroad Crosing Striping	1	Each	$ 582.67	$ 582.67	$ 550.00	$ 550.00	$ 500.00	$ 500.00
14	653	Pavement Markings, Stop Bar, 24" Wide	24	Linear Feet	$ 10.49	$ 251.76	$ 10.00	$ 240.00	$ 9.00	$ 216.00
				Subtotal	$	409,030.71	$	288,907.00	$	320,866.00
				Grand Total	**$**	**1,377,079.96**	**$**	**1,049,134.00**	**$**	**1,143,496.00**

Ben Pierce, PE, PTOE
GWES, LLC

GEORGIA REGISTERED No. PE039249 PROFESSIONAL ENGINEER BENJAMIN DAVID PIERCE

STATE OF GEORGIA
COUNTY OF BRANTLEY

RESOLUTION

The Board of Commissioners of Brantley County, Georgia, in a regular meeting held on the 6th day of January, 2022, at the Brantley County Commission Office, and after proper motion first made and the same being seconded, passed unanimously, the following Resolution:

BE IT RESOLVED, that the Brantley County Board of Commissioners hereby declares the **Southeastern Bank,** the depository for Brantley County funds for the calendar year 2022; and

BE IT RESOLVED, that Brantley County, Georgia, during the calendar year 2022, may borrow from the **Southeastern Bank,** or any other bank or institution, such sums of money as will keep the fiscal affairs of the Board of Commissioners on a cash basis.

THEREFORE, BE IT RESOLVED, that the terms of all checking accounts maintained by the governing authority of Brantley County, Georgia, shall require two signatures, same to be that of a County Commissioner, namely, Chris Harris, Jesse Mobley, Brian Hendrix, Randy Davison and Hal Herndon, or the County Clerk, Rene' T. Herrin.

BE IT FURTHER, RESOLVED, that a financial institution be authorized to lend the county money to keep the county's general obligations fiscally sound, by the same parties issuing promissory notes to said bank from time to time as the need arises, so long as the notes do not exceed 75% of the anticipated revenue for the year 2022.

SO DONE, this 6th day of January, 2022.

BOARD OF COMMISSIONERS
OF BRANTLEY COUNTY, GEORGIA

Chris Harris, Chairman

Jesse Mobley, Commissioner

Brian Hendrix, Commissioner

Randy Davison, Commissioner

Hal Herndon, Commissioner

ATTEST:

Rene' T. Herrin, County Clerk

RESOLUTION

AUTHORIZATION FOR THE ESTABLISHMENT OF DEPOSITORY ACCOUNTS BY BRANTLEY COUNTY'S CONSTITUTIONAL OFFICERS

WHEREAS, The Board of Commissioners of Brantley County, Georgia, have determined it would be appropriate and permissible for the County's Constitutional Officers, at their individual discretion, be authorized to maintain deposit accounts with The Heritage Bank of Nahunta, Georgia, and / or with Southeastern Bank of Nahunta, for the year 2022.

THEREFORE, BE IT RESOLVED that any constitutional officer of Brantley County shall have the authority and discretion to maintain with either The Heritage Bank or Southeastern Bank a deposit account or accounts, as may be needed or required for the operation of their respective offices. Any new accounts required to be opened shall be approved by the Board of Commissioners if such accounts will accommodate the management of any public funds.

SO RESOLVED, by the Board of Commissioners of Brantley County, this the 6th day of January, 2022.

BOARD OF COMMISSIONERS OF BRANTLEY COUNTY, GEORGIA

Chris Harris, Chairman

Brian Hendrix, Vice Chairman

Jesse Mobley, Commissioner

Randy Davison, Commissioner

Hal Herndon, Commissioner

ATTEST:

Rene' T. Herrin

STATE OF GEORGIA
COUNTY OF BRANTLEY

RESOLUTION

The Board of Commissioners of Brantley County, Georgia, in a regular meeting held on the 6th day of January, 2022 after proper motion first made and the same being seconded, passed unanimously the following resolution

BE IT RESOLVED, the Board of Commissioners of Brantley County, Georgia, desire to open a new account at the Southeastern Bank in Nahunta, to be known as "Brantley County Supplement Juvenile Services Fund"; and,

BE IT FURTHER RESOLVED, that the account titled "Brantley County Supplement Juvenile Services Fund" be maintained and controlled by the Brantley County Board of Commissioners and all checks written on this account shall require two signatures, same to be that of a County Commissioner, namely, Chris Harris, Jesse Mobley, Brian Hendrix, Randy Davison, Hal Herndon or the County Clerk, Rene' T. Herrin

SO DONE, this the 6th day of January, 2022

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Chris Harris, Chairman

Brian Hendrix, Vice-Chairman

Hal Herndon, Commissioner

Randy Davison, Commissioner

ATTEST:

Rene' T. Herrin, County Clerk

Jesse Mobley, Commissioner

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

The Board of Commissioners of Brantley County, Georgia, in a regular meeting held on the 6th day of January, 2022 after proper motion first made and the same being seconded, passed unanimously the following resolution

BE IT RESOLVED, the Board of Commissioners of Brantley County, Georgia, desire to open a new account at the Traditional Capital Bank to be known as "Brantley County Insurance Claims Fund"; and,

BE IT FURTHER RESOLVED, that the account titled "Brantley County Insurance Claims Fund" be maintained and controlled by the Brantley County Board of Commissioners and all checks written on this account shall require two signatures, same to be that of a County Commissioner, namely, Chris Harris, Jesse Mobley, Brian Hendrix and Randy Davison, Hal Herndon, and County Clerk Rene' T. Herrin; however the County Manager and County Clerk shall not be authorized to be the two signatories on a check; at least one County Commissioner must sign any check that has been signed by the County Manager or the County Clerk.

SO DONE, this the 6th day of January, 2022.

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Chris Harris, Chairman

Brian Hendrix, Vice Chairman

Hal Herndon, Commissioner

Randy Davison, Commissioner

Jesse Mobley, Commissioner

ATTEST:

Rene' T. Herrin, County Clerk

A RESOLUTION OF THE
BOARD OF COMMISSIONERS
OF BRANTLEY COUNTY

A Resolution of the Board of Commissioners of Brantley County, Georgia, a political subdivision of the State of Georgia (The Board), in compliance with the Official Code of Georgia Annotated (O.C.G.A.) Section 21-2-131, as to the setting and publishing of Qualifying Fees for Brantley County Offices for the 2022 Election.

WHEREAS, The Board is the designated entity for setting and publishing Qualifying Fees for Brantley County Offices for the 2022 Election, and.

WHEREAS, The Board, pursuant to Section 21-2-131 of the Official Code of Georgia Annotated (O.C.G.A.), is desirous of timely setting and publishing the Qualifying Fees for Brantley County Offices for the 2022 Election, and,

THEREFORE, at the Board's regular meeting on January 6, 2022.

IT IS HEREBY RESOLVED AND ADOPTED, that the Board pursuant to Section 212-131 of the Official Code of Georgia Annotated (O.C.G.A.), hereby sets and publishes the Qualifying Fees for Brantley County Offices for the 2022 Election, as set forth in the attached Exhibit "A" which is incorporated herein and made a part hereof.

SO RESOLVED AND ADOPTED this 6th day of January, 2022.

THE BOARD OF COMMISSIONERS OF
BRANTLEY COUNTY, GEORGIA

By: Chris Harris, Chairman

Attest: Rene' T. Herrin, County Clerk

QUALIFYING FEES

2022 ELECTION

COUNTY COMMISSIONERS

Post #4	**$ 6,000.00x 3%**	**$ 180.00**
Post #5	**$ 6,000.00 x 3%**	**$ 180.00**

BOARD OF EDUCATION

Post #2	**$7,005.00 x 3%**	**$ 210.15**
Post #4	**$7,110.00 x 3%**	**$ 213.30**

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH PROBATE COURT OF BRANTLEY COUNTY AND CONSENT TO ASSIGNMENT ("**Assignment Agreement**"**)** is entered into as of January 1, 2022 (**"Effective Date"**), by and among Probate Court of Brantley County (the **"Court"**), and Brantley County, GEORGIA (the **"Governing Authority"**), SATILLA PROBATION MANAGEMENT CORPORATION (sometimes referred to herein as the **"Assignor"**) and CSRA PROBATION SERVICES, INC., a Georgia corporation (sometimes referred to herein as the **"Assignee"**).

Recitals:

WHEREAS, on November 12, 2020, the Court and Governing Authority awarded probation services agreement to Assignor (the **"Services Agreement"**), attached hereto and incorporated by reference as **Attachment A.** for the provision of probation services to the Court; and

WHEREAS, pursuant to the terms of Services Agreement, the Assignor may assign the contract to a qualified company, contingent upon approval of the Court and Governing Authority; and

WHEREAS, the skilled personnel, knowledge base, and equipment of the Assignor's business unit charged with performing the work has been transferred to CSRA Probation Services, Inc. (the Assignee); and

WHEREAS, the Court and Governing Authority finds that CSRA Probation Services, Inc. (the Assignee) has the necessary skills, expertise, and fitness to perform the Services Agreement according to the existing terms and conditions set forth in said Services Agreement, and wishes to approve said assignment; and

WHEREAS, the Assignee wishes to assume the obligation of Assignor under the Services Agreement, which shall mean the Court and Governing Authority shall perform its obligations under the Services Agreement in favor of Assignee and that the Court, Governing Authority, and the Assignor shall each release the other from any obligations owed by the other to them under the Services Agreement.

Agreement:

NOW THEREFORE, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

1. **Assignment.** Assignor hereby conveys, assigns, and transfers to Assignee all of the Assignor's right, title, and interest in and to the Services Agreement. Assignor shall

execute and deliver to Assignee such further assignments, acknowledgments, and documents as Assignee may reasonably request in order to confirm or give notice of the transfer affected by this Assignment Agreement.

2. **Acceptance and Assumption.** Assignee hereby accepts the assignment of Assignor's right, title, and interest under the Services Agreement, and shall be bound by all of the terms of the Services Agreement in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead as and when due, any and all liabilities and obligations of Assignor under the Services Agreement. Assignee shall indemnify and hold harmless Assignor from and against any and all liability, loss, damage, or expenses (including without limitation, reasonable attorney's fees) arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.
3. **Consent of the Court and Governing Authority.** The Court and Governing Authority hereby consents to the assignment of Assignor's right, title, and interest under the Services Agreement to Assignee, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Services Agreement upon the Effective Date. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignor under the Services Agreement in lieu of the liability of Assignor.
4. **Release and Discharge.** With effect from the Effective Date, Assignor releases and discharges the Court and Governing Authority from any and all obligations and liabilities owed to Assignor under the Services Agreement. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from any and all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignee under the Services Agreement in lieu of the liability of the Assignor.
5. **Representations.**
   - 5.1 Assignor Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Services Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Services Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Assignment Agreement.
   - 5.2 Assignee Representations. Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement.
6. **Miscellaneous Provisions.**
   - 6.1 Notices. Any notices required to be given under the Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be effective upon receipt at the appropriate address. Any notice given to the Court, Governing Authority, Assignor, or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as such party may designate for service of notice.
   - 6.2 Governing Law. This Assignment Agreement is governed by the laws of the State of Georgia.
   - 6.3 Construction and Interpretation. This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by the

IN WITNESS WHEREOF, the Court, Governing Authority, Assignor, and Assignee have executed this Assignment Agreement as of the date set forth above.

COURT:

Address for Notices:
Probate Court
Brantley County
P.O. Box 207
Nahunta, Georgia 31553

By: Cassie Lee
Name: Cassie Lee
Title: Probate Judge

GOVERNING AUTHORITY:

Address for Notices:
Board of Commissioners
Brantley County
33 Allen Road
Woodbine, Georgia 31569

By: Chris Harris
Name: Chris Harris
Title: Commission Chairman

ASSIGNOR:

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

SATILLA PROBATION MANAGEMENT CORP.

By: Michael Popplewell
Name: Michael Popplewell
Title: President

ASSIGNEE:

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

CSRA PROBATION SERVICES, INC.

By: Michael Popplewell
Name: Michael Popplewell
Title: President

Attachment A

Contract for Probation Supervision and Rehabilitation Services

This Agreement is made by and between **Satilla Probation Management Corporation**, a duly authorized Corporation organized under the laws of the State of Georgia, with its principal place of business at 10784 Main Street North, Nahunta, Georgia, hereinafter called "Contractor" and the **Probate Court of Brantley County, State of Georgia** hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, §42-8-100 through §42-8-109, Georgia Department of Community Supervision Rules for Misdemeanor Probation Services, and as amended.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or its Governing Authority, Contractor shall provide the following services:

O.C.G.A. §42-8-107(b)(1) and DCS Rules 102-2-.08, 105-2-.11. Extent of services to be rendered: Contractor shall monitor misdemeanor offender's behavior and compliance with conditions of probation as ordered by the Court during the sentenced probation period and provide to the court reports and documentation regarding probationer non-compliance. Contractor shall encourage behavior modification through its supervision and rehabilitation services.

During all court sessions, Contractor shall have adequate qualified staff attend and interview each offender assigned and complete an order of probation and obtain offender personal information. Contractor shall provide orientation and instruction explaining all standard conditions of probation, any additional conditions of probation, and any special conditions of probation the Court has ordered. Contractor shall explain all program service fees applicable to the offender. Contractor shall make a supervision assessment of the offender and determine the offender's reporting and payment schedule based on location of residence, employment, and other factors. Each offender shall be provided with a copy of the order of probation, a reporting schedule, a guide to successful probation, applicable referral information, and private probation officer contact information. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement.
Contractor shall prepare documentation pertaining to each probation case for the Court.
Contractor shall provide referrals to substance abuse, mental health, or other professional counselors.
Contractor shall schedule and confirm community service work being performed.
Contractor shall provide for drug and alcohol screening or testing when such testing is required.
Contractor shall maintain a local jail roster to track new arrests, convictions and sentences, and arrests on Contractor warrants.
Contractor shall provide information at each office for substance abuse detox and treatment centers, local approved DUI Schools and Clinical Evaluators, AA/NA schedules and locations, local employment opportunities, domestic violence information, and other information that may be of interest to the offender.
Contractor, when so ordered by the Court, shall provide for a system of electronic home detention monitoring or GPS Tracking.
Contractor shall provide online payment system for offender convenience.
Contractor shall provide probation termination documentation on all cases.

O.C.G.A. §42-8-107(b)(2) and DCS Rules 105-2-.07 and 105-2-.09. Owner, Operator, Director, Officer and Employee Qualifications:
Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload and at least one employed person who is responsible for the direct

supervision of probation officers. This supervisor shall have a minimum of five years of experience in corrections, parole or probation services.

Any person employed as and using the title of a private probation officer shall be at least 21 years of age at the time of appointment to the position and shall have completed a standard two-year college course, completed 90 quarter hours or 60 semester hours, or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

Any person employed as support staff shall be at least 18 years of age. Support staff may assist private probation officers with case related administrative duties, but do not possess decision making authority.

No person shall be employed who has been convicted of a felony or sufficient misdemeanors to establish a pattern of disregard for the law. Violations of misdemeanors when the employee has received a pardon shall not be considered; No person shall be employed who has been convicted of or pled guilty or nolo contendere to any misdemeanor involving moral turpitude within 5 years preceding the date of employment; No person shall be hired with an outstanding warrant for their arrest; No person shall be hired with a pending charge in the following areas: felony, domestic violence, or misdemeanor involving moral turpitude.

Each Owner, Operator, Director, Officer and Employee shall sign a confidentiality statement agreeing to hold the records of the probation entity confidential, to be maintained in employee personnel files; Sign a statement cosigned by the probation entity director or his/her designee that the employee has received an orientation on rules as well as operations guidelines relevant to that employee's job duties which shall be maintained in employee personnel files; No person shall be employed who fails to possess, at a minimum a high school or equivalent diploma, excepting those participating in an established High School program.

All owners, directors, private probation officers, and support staff shall be registered with the Department of Community Supervision, the Board or the Council within 10 days of date of hire and comply with Rules and Regulations of the Department of Community Supervision, the Board, or the Council and shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither Contractor nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of Contractor.

Contractor shall comply with registration requirements as required by the Department of Community Supervision, the Board or the Council.

O.C.G.A. §42-8-107(b)(3) and DCS Rule 105-2-.10. Requirements for criminal records checks:
Services provider shall fingerprint new individuals through GAPS within 10 day of hire. The Department of Community Supervision on behalf of the Board shall conduct a criminal records check for individuals seeking to become probation officers as provided in Code Section 35-3-34. The board shall promulgate rules and regulations relating to restrictions regarding misdemeanor convictions. An agency or private entity shall also be authorized to conduct a criminal history background check of a person employed as a probation officer or private probation officer or individuals seeking such positions. The criminal history check may be conducted in accordance with Code Section 35-3-34 and may be based upon the submission of fingerprints of the individual whose records are requested. The Georgia Bureau of Investigation shall submit the fingerprints to the Federal Bureau of Investigation under the rules established by the United States Department of Justice for processing and identification of records. The federal record, if any, shall be obtained and returned to the requesting entity or agency.

O.C.G.A. §42-8-107(b)(4) and DCS Rules 105-2-.09 and 105-2-.12. Policies and procedures for staff training:

All probation officer and staff members shall be provided with adequate training. Each private probation officer shall receive an initial 40 hours of orientation provided by contractor or third party within six months of employment, and shall receive 20 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006.

Support staff shall receive an initial 16 hours of orientation training provided by contractor or third party within six months employment, and shall receive 8 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council.

Probation Officer Orientation training curriculum shall include, but will not be limited to a 5-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Support Staff Orientation training curriculum shall include, but will not be limited to a 4-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Annual in-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and the operation of the probation entity and may be provided by Contractor or a third party.

Contractor will ensure that trainers have expertise in the area of training. (A college degree or POST certification is preferred.) Probation entities shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file. These records shall be maintained for a period of not less than two years.

O.C.G.A. §42-8-107(b) (5) and DCS Rule 105-2-.08. Bonding of staff and liability insurance coverage:

Contractor shall provide and maintain during the life of this Agreement, workers' compensation insurance as required by statute, general liability insurance in the amount of Two Million Dollars ($2,000,000.00) and a surety bond (bonding of staff) in an amount of not less than Two Hundred and Fifty Thousand Dollars ($250,000.00). Contractor shall provide written notice to the Court within thirty (30) days of any material changes of insurance coverage, including cancellation. Bond shall be made with a commercial insurer satisfactory to Court and authorized to transact surety insurance in Georgia before Contractor commences work.

O.C.G.A. §42-8-107(b)(6), DCS Rule 105-2-.08. Staffing levels and standards of offender supervision: Private probationer probation officer per offender ratio shall not exceed 250 cases without staff assistance. This equates to a ratio of 1:250 (One probationer officer per 250 probationers). Contractor shall maintain a fully staffed office in each county in which courts are under contract if total assigned caseload for that county exceeds 250 active probationers. Counties with less than 250 active probationers, the Contractor may be provided with space for meeting with and the provision of services to probationers.

Special conditions of probation such as mental health conditions, counseling (including AA/NA), and community service shall be monitored for progress and offender shall be required to provide proof of attendance weekly when they report. Contractor may refer offenders to third party agencies for counseling or other services applicable to the case

Contractor shall supervise and monitor offender's to ensure compliance with all conditions of probation as set forth in the Court's order of probation. Each offender shall be required to report weekly, either in person or by telephone. After sixty (60) days of compliant behavior is demonstrated, reporting may be changed to monthly report in person or monthly report by telephone status. Provisions shall be made for offenders residing outside of the immediate area. Unemployed or underemployed offenders will be required to search for employment and provide proof via the weekly employment search log. Random drug and/or alcohol screens may be incorporated into probation supervision. Offenders will be encouraged to obtain G.E.D., remain in school, or obtain valid driver's license, if applicable.

All conditions of probation must be satisfactorily completed and monies must be paid prior to sixty (60) days of probation term end date. Upon completion of each case, a termination of probation document shall be generated by Contractor, submitted to the Court for approval, and filed with the Court.

O.C.G.A. §42-8-107(b)(7) and DCS Rule 105-2-.15. Procedures for handling the collection of all court ordered monies:
Contractor shall collect restitution, fines, court costs, surcharges, or other imposed court fees, and probation program fees at listed in Exhibit "A", attached hereto, incorporated herein, and made part hereof this Agreement, as ordered by the Court. Probation fee may incur on the first day of each month, but number of monthly fees may never exceed number of months on probation.

Offenders will be set up on a payment schedule based on their maximum sentence length, minus sixty (60) days, with a minimum monthly payment required each calendar month. Minimum monthly payment typically required on probation cases is $100.00. Payments typically are due on the 2nd Friday of each month.

Early termination cases will be provided with thirty (30), sixty (60), and ninety (90) day payoff figures and encouraged to pay off early, provided that they are otherwise compliant with all terms and conditions of probation.

Pay only probation cases shall be set up on a three month payment plan and shall not to exceed three months of supervision fees. If not paid within the three months, a modification/revocation hearing will be scheduled per O.C.G.A. § 42-8-103.

Contractor shall provide an itemized receipt for each payment received from an offender prepared in accordance with accepted accounting practices depicting the amount of payment received, breakdown of how it was applied, and balance due. In instances where payments are made other than in person, receipts shall be emailed or mailed to the offender's address on file.

Contractor shall credit payment of funds from offenders in the following order of priority: (1) offender orientation fee (2) incurred monthly probation supervision fee plus Crime Victim Fee, (3) drug/alcohol screen/test fee, (4) additional/special condition fee, (5) revocation/warrant preparation fee, (6) restitution, (7) fines, court costs, and surcharges, (8) contempt fees, and (9) warrant service fees.

Pursuant to O.C.G.A. § 17-14-8, partial payments shall be applied not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Restitution shall be paid to the victim by the tenth (10th) day of the month following collection unless the Court orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the restitution victim, payment shall be made to the Clerk of Court.

Pursuant to O.C.G.A. § 17-15-13(f), (GCVEF) in every case where an individual is serving under active probation supervision and paying a supervision fee, $9.00 per month shall be added to any supervision fee collected by any entity authorized to collect such fees and shall be paid into the fund.

Contractor shall submit a monthly report to the Court listing the offender name and case number, amount of court fines/costs and restitution ordered, the amount collected from the offender in each cash period, and balance due. The monthly reports and payments received shall be provided to the Court by the tenth (10th) day of the month following collection. Overpayments of Contractor fee shall be refunded to the offender via Contractor's company check by the tenth (10th) day of the month following case closure.

Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationer except the fees authorized by this Agreement.

O.C.G.A. §42-8-107(b)(8) and DCS Rule 105-2-.15. Procedures for handling indigent offenders to ensure placement of such indigent offenders irrespective to ability to pay.
Offenders shall be screened as to ability to pay upon intake of probation case or as circumstances arise while under supervision. Potential indigent offenders shall provide documentation, and it shall be verified by the supervising private probation officer insomuch as possible. Upon receipt and verification of documentation from the probationer, a request for direction report will be prepared by Contractor containing the offender's circumstances and forwarded to the Court. The Court shall instruct the Contractor how to proceed with the case. Regardless of ability to pay, reporting to private probation officer as directed, and being of good behavior and not violating the laws of any governmental unit shall be required.

In cases of non-compliance with monetary obligations, a Petition for Modification/Revocation of Probation shall be prepared by Contractor, and at a scheduled Modification hearing, community service may be recommended in lieu of monetary obligations by Contractor at an approved community service agency when this option is available and the offender displays the ability to perform community service. Community service hours shall be performed for the Court's Governing Authority whenever possible. Monetary obligations commuted to community service will be assessed per O.C.G.A. § 17-10-1 or as specifically ordered by the court.

When community service option is not available Contractor shall abide by written order of the Court, to waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating

factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the Court through judicial process or hearings.

O.C.G.A. § 42-8-102. Probation and supervision; determination of fees, fines, and restitution; converting moneys owed to community service; continuing jurisdiction; revocation; transfer

(a) Any court which has original jurisdiction of ordinance violations or misdemeanors and in which the defendant in such a case has been found guilty upon verdict or has pled guilty or nolo contendere may, at a time to be determined by the court, hear and determine the question of the probation of such defendant.

(b) If it appears to the court upon a hearing of the matter that the defendant is not likely to engage in an unlawful course of conduct and that the ends of justice and the welfare of society do not require that the defendant shall presently suffer the penalty imposed by law, the court in its discretion may place the defendant on probation under the supervision and control of a probation officer or private probation officer for all or a portion of the sentence or may impose a sentence upon the defendant but stay and suspend the execution of such sentence or any portion thereof. The period of probation or suspension shall not exceed the maximum sentence of confinement which could be imposed on the defendant; provided, however, that nothing in this chapter shall be construed to limit the ability of a court to toll a sentence as provided in this article.

(c) The court may, in its discretion, require the payment of a fine, fees, or restitution as a condition of probation. The provisions of Chapter 14 of Title 17 shall control in determining the amount of restitution. When probation supervision is required, the court may require the payment of a probation supervision fee as a condition of probation. In determining the financial obligations, other than restitution, to impose on the defendant, the court may consider:

(1) The defendant's financial resources and other assets, including whether any such asset is jointly controlled;
(2) The defendant's earnings and other income;
(3) The defendant's financial obligations, including obligations to dependents;
(4) The period of time during which the probation order will be in effect;
(5) The goal of the punishment being imposed; and
(6) Any other factor the court deems appropriate.

(d) The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1.

(e) (1) As used in this subsection, the term:

(A) "Developmental disability" shall have the same meaning as set forth in Code Section 37-1-1.

(B) "Indigent" means an individual who earns less than 100 percent of the federal poverty guidelines unless there is evidence that the individual has other resources that might reasonably be used without undue hardship for such individual or his or her dependents.

(C) "Significant financial hardship" means a reasonable probability that an individual will be unable to satisfy his or her financial obligations for two or more consecutive months.

(D) "Totally and permanently disabled" shall have the same meaning as set forth in Code Section 49-4-80.

(2) The court shall waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the court through judicial process or hearings.

O.C.G.A. § 42-8-103. Pay-only probation; discharge or termination of probation

(a) As used in this Code section, the term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court.

(b) When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three

months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
(c) If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.
(d) When a defendant is serving pay-only probation, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society.

O.C.G.A 42-8-103.1. Serving consecutive misdemeanor sentences
(a) When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.
(b) When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

O.C.G.A. §42-8-107(b)(9). Circumstances under which revocation of an offender's probation may be recommended.
Contractor shall exhaust all attempts to remedy violations of terms and conditions of probation without Court assistance prior to requesting Court intervention. Contractor shall attempt to notify the offender of violation status by telephone, by first class mail, by text, by email, or in person. If the offender refuses to respond or remains non-compliant, contractor shall notify the offender, by first class mail, of Contractor's intention to proceed with administrative action. When the offender displays an effort to become compliant, no administrative action will be taken. When non-compliance issues persist, typically one of the following two options may be requested.

1. When the offender's effort to become complaint does not conform to what is necessary for a successful probation case outcome, a Petition for Modification/ Revocation shall be prepared and presented to the Court. If approved, court date is affixed, and Petition is sent by first class mail to the probationer's last known address.

At the Modification/Revocation hearing, recommendations typically include becoming compliant with terms and conditions of probation or the terms and conditions are modified, and a review date is set by the Court whereas the offender shall have an opportunity to remedy the violations. The offender who remedies the violations or complies with the modified order may have Court action continued, postponed, or dismissed. The offender who makes no effort to remedy the violations may have revocation, either partial or in full, recommended by private probation officer in accordance with O.C.G.A. §42-8-102(f)(4).

2. When the offender makes no effort to become compliant (refuses to report, return phone calls, or respond to written correspondence) or when offender's mail is returned and the offender's whereabouts are unknown, a delinquency report and violation of probation warrant will be prepared and presented to the Court for approval. Once arrested, the probationer will be served with Petition for Modification/ Revocation of Probation and a hearing will be held. In most cases, full revocation is recommended, in accordance with O.C.G.A. §42-8-102(f)(4).

Tolling of probation, if sentenced on or after July 1, 2015, is at the sole discretion of the Court. All probation cases shall be procedurally processed in accordance with O.C.G.A. §42-8-105.

O.C.G.A. §42-8-107 (b)(10) and DCS Rule 105-2-.14 and .15. Reporting and record keeping requirements. Each offender shall have a case file containing order of probation, personal data sheet, and sentencing order (when provided by the court). When applicable, the probationer file shall also include community service waiver, community service time sheets, drug screen or lab testing results, AA/NA attendance logs, special conditions proof of compliance, employment search logs, and any written correspondence pertaining to the individual probationer.

All documents generated by Contractor and signed by the Court shall have a copy maintained in the probationer case file and originals shall be filed with the Court with the exception of warrants as the original is provided to the arresting agency and copy provided to the Clerk. No original documents shall be maintained in Contractor file.

Each probationer case shall be entered into a database which contains probationer personal data, case data, case notes, payment records, appointment schedule and results, and additional or special condition sentencing and compliance data.

Contractor shall maintain all probationer files in a secured area. Closed probationer case files shall me maintained for a period of two years or as required by law.

Contractor shall provide written reports monthly to the Court or as requested by the Court. Reports may include, but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected.

Contractor shall provide written quarterly reports to the Court and the Department of Community Supervision, The Board or Council in accordance with O.C.G.A. §42-8-108(a), and Contractor's records shall be open to inspection upon request in accordance with O.C.G.A. §42-8-108(b).

O.C.G.A. §42-8-108 and DCS Rule 105-2-.13. Probation Entity Reports. All probation entities shall provide the judge and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require.

(a) Probation entity quarterly activity reports shall be submitted within 15 days after the close of each calendar quarter and shall be made utilizing forms approved by MPOU. Quarterly reports must be received by MPOU as follows: 1st quarter (Jan-March) due April 15th, 2nd quarter (April-June) due July 15th, 3rd quarter (July-Sept.) due Oct. 15th, 4th quarter (Oct.-Dec.) due Jan 15th

1. If the 15th day after the close of the quarter falls on a weekend or state or federal holiday, the quarterly report shall be submitted by the following business day. MPOU in its discretion shall allow for adjustments of due dates based on a case by case basis as long as the request for extension is received by MPOU in writing prior to the due date.

2. Failure to submit quarterly reports in a timely manner may result in sanctioning.

(b) The quarterly reports shall include the following:

1. Number of probationers under supervision;

2. The amount of fines, statutory surcharges, and restitution collected;
3. The amount of fees collected and the nature of such fees, including probation supervision fees;
4. Rehabilitation programming fees;
5. Electronic monitoring fees;
6. Drug or alcohol detection device fees;
7. Substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known;
8. Drug testing fees;
9. The number of community service hours performed by probationers under supervision;
10. A listing of any other service for which a probationer was required to pay to attend;
11. The number of probationers for whom supervision or rehabilitation has been terminated and the reason for the termination;
12. The number of warrants issued during the quarter and;
13. These reports shall be in such detail as MPOU may require.
(i) Entities shall be given 90 days advance notice of changes in reporting requirements.

O.C.G.A. §42-8-106.1, 109(2), and DCS Rule 105-2-.14. Probation Entity Records. Each probation entity must maintain the following records for the period required by law and the records must be available and accessible for inspection by the affected county, municipality, consolidated government, the court, the Department of Audits and Accounts or MPOU upon request.
(a) Required records are as follows:
1. All written contracts or service agreements for probation services;
2. All court orders for all probationers assigned to the entity for supervision;
3. All accounting ledgers and related documents;
4. All payment receipts issued to probationers for all funds received;
5. All probation case history and management reports and documents;
6. All other documents pertaining to the case management of each probationer assigned to the entity for supervision;
7. The probation entity and individual applications for registration and supporting documents submitted to MPOU;
8. All training records and individual personnel files;
9. The registration approval issued to the probation entity and individuals by MPOU; and
10. All documents related to the case management of probationers to include but not limited to case history, accounting ledgers, and payment receipts must be retained for a period required by law after the probation case closes.

O.C.G.A. § 42-8-109.2. Confidentiality of Records
(a) Except as provided in subsection (a) of Code Section 42-8-108 and subsection (b) of this Code section, all reports, files, records, and papers of whatever kind relative to the supervision of probationers by a private corporation, private enterprise, or private agency contracting under the provisions of this article or by a county, municipality, or consolidated government providing probation services under this article are declared to be confidential and shall be available only to the affected county, municipality, or consolidated government, or an auditor appointed by such county, municipality, or consolidated government, the judge handling a particular case, the Department of Audits and Accounts, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.
(b) (1) Any probationer under supervision under this article shall:
(A) Be provided with a written receipt and a balance statement each time he or she makes a payment;
(B) Be permitted, upon written request, to have a copy of correspondence, payment records, and reporting history from his or her probation file, one time, and thereafter, he or she shall be required to pay a fee as set by DCS; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure; and

(C) Be permitted, upon written request to DCS, to have a copy of the supervision case notes from his or her probation file when the commissioner of community supervision authorizes the release of such information in a written order; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

(2) When a probationer claims that information is being improperly withheld from his or her file, the probationer may file a motion with the sentencing court seeking an in camera inspection of such file. The probationer shall serve such motion on the prosecuting attorney and probation officer or private probation officer as appropriate.

(3) The following shall be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50:

(A) The board's rules and regulations regarding contracts or agreements for the provision of probation services;

(B) The board's rules and regulations regarding the conduct of business by private entities providing probation services as authorized by this article;

(C) The board's rules and regulations regarding county, municipal, or consolidated governments establishing probation systems as authorized by this article; and

(D) The rules, regulations, operating procedures, and guidelines of any private corporation, private enterprise, or private agency providing probation services under the provisions of this article.

(c) In the event of a transfer of the supervision of a probationer from a private corporation, private enterprise, or private agency or county, municipality, or consolidated government providing probation services under this article to DCS, DCS shall have access to any relevant reports, files, records, and papers of the transferring entity.

O.C.G.A. §42-8-106.1, 109.2 and DCS Rule 105-2-.16. Transfer of Probation Supervision.

Probation case supervision may be transferred from one probation entity to another with the approval of the court of original jurisdiction and/or as provided by Interstate Compact.

(a) The Sending Probation Entity. The sending probation entity will be responsible for contacting the receiving probation entity and determining if the transfer is feasible. The sending probation entity shall provide the court of original jurisdiction with necessary information for consideration of the transfer.

(b) Approval of the Transfer. Upon approval of the transfer, the sending probation entity will instruct the probationer in writing as to where and when to report to the receiving probation entity and will forward a case management package to the receiving probation entity. The package should include: a copy of the sentence, a copy of all case history information and a statement of financial obligations and collections to date.

(c) Transfer of Cases Involving Financial Collections. When a case is transferred from one probation entity to another, the sending probation entity remains responsible for the collection of all original fines, fees and surcharges, with the exception of monthly probation supervision fees unless otherwise ordered by the court.

(i) Monthly probation fees collected and retained by the sending probation entity shall not exceed an amount equal to the number of months that the probationer was actually supervised. As of the date of transfer, monthly probation supervision fees shall be collected and retained by the receiving probation entity.

(ii) The sending probation entity will remain responsible for the collection of all other financial obligations and is responsible for instructing the probationer regarding forwarding scheduled financial payments back to the original probation entity unless otherwise ordered by the court.

(d) Probation Violations by Transferred Probationers. When violations occur during supervision by the receiving probation entity, it is the responsibility of the receiving probation entity to investigate and report back to the sending probation entity in order for the court of original jurisdiction to be informed unless otherwise ordered by the court.

(e) If the probationer fails to report or the case is determined to be unacceptable to the receiving probation entity, the receiving probation entity should contact the sending probation entity in an effort to resolve the problem. If the situation cannot be resolved, the case management package should be returned to the sending probation entity with sufficient documentation of the problem and the original sending probation entity should inform the court of original jurisdiction of the situation unless otherwise ordered by the court.

(f) If probation violations occur subsequent to a transfer, the sending probation entity and the court of original jurisdiction retains responsibility to pursue appropriate follow-up action unless otherwise ordered by the court.

(g) Sentence Expiration. When the terms of the probation sentence expire for a transferred probationer, the receiving probation entity will forward a brief confirmation report back to the original sending probation entity confirming that probation supervision has been terminated. In accordance with court policy, the sending probation entity shall inform the court that probation supervision has been terminated.
(h) Transfer of Probation Supervision into and Out of State. Probation case supervision will be transferred from a probation entity to a probation office or probation entity between states according to the requirements of the Interstate Compact for Adult Offender Supervision.
(i) All probation entities and individuals shall abide by the Interstate Compact statute O.C.G.A. §42-9-81.

O.C.G.A. §42-8-107(b)(11) Default and contract termination procedures:
During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services. Contractor shall commence performance upon the approval by the Governing Authority. This Agreement shall expire the **31st day of December, 2024.**

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately without cause or for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy.

In the event that the court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

The Court will decide if the existing caseload is to be transferred. Should it be decided that the caseload is to be transferred, Contractor, within thirty (30) days of termination, shall generate an order of transfer listing all probationers. Probation order, payment history, and personal data records will accompany the order to transfer. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Should it be decided not to transfer the existing caseload, Contractor will work the caseload until completion of existing sentence guidelines.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following:

Payment for Contractors Services as Condition of Probation, Responsibility of Probationer:
The Court shall not be liable for payment of any supervision fee or any program fee of an offender.

The Court shall make payment of the probation program fee(s) as listed in Exhibit "A", a term and condition of probation for each offender assigned for supervision to Contractor unless the Court determines the offender to be indigent.

Access to Criminal Histories:
The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court.

Notice of Court Sessions:
The Court shall provide Contractor three (3) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail to P.O. Box 1065, Nahunta, GA 31553, by fax to 912-462-6027, by telephone to 912-462-7958 or by email to Cbyrd@SatillaProbation.com.

Indemnification:
Neither the State, the Court, nor its Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, or agents in the performance of services conducted on the property of the Court's Governing Authority. Contractor agrees that Contractor shall indemnify and hold harmless the State, the Court and its Governing Authority from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by Contractor or its employees or agents under the terms of this Agreement.

Time is of the Essence of this Agreement.

Compliance with the Law:
The Contractor shall comply with all federal, state and local laws, statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

Independent Contractor:
Contractor is an independent contractor and is not an agent, joint venture or other affiliate of the Court or its Governing Authority in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and its Governing Authority from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or its Governing Authority to their respective employees.

Entire Agreement:
This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

Binding Agreement:
This Agreement shall not be binding upon any successor to the undersigned Judge of the **Probate Court of Brantley County** unless ratified by the successor in office. If a successor attains the position of undersigned Judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within thirty (90) days of taking the oath of office.

Notice:
Any notices made in accordance with this Agreement shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor:
Satilla Probation Management Corp.
10784 Main Street North
P.O. Box 1065
Nahunta, Georgia 31553
912-462-7958

Court:
The Probate Court of Brantley County
P.O. Box 207
Nahunta, Georgia 31553
(912) 462-5192

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE 24th DAY OF November, 2020

PROBATION SERVICES CONTRACTOR:

Catherine Byrd

Name: Catherine C. Byrd
Title: President, Satilla Probation Management Corporation

PROBATE COURT OF BRANTLEY COUNTY:

Cassie Lee

Judge of the Probate Court, Brantley County, State of Georgia

Pursuant to O.C.G.A. §42-8-101, this Agreement is entered into and approved by the Court's Governing Authority on the 3rd day of December, 2020.

Chris Harris

By:

Chris Harris Chairman
Name and Title

Rene' T. Herrin

Attest:

Rene' T. Herrin County Clerk
Name and Title

Exhibit "A"
Satilla Probation Management Corporation
Program Fee Schedule
(All program fees are the sole responsibility of the offender.)

Court Service/ Offender Orientation ($25.00 one-time fee):

Staff attends court, completes offender personal history document, prepares Order of Probation, and instructs the offender on all terms and conditions of probation and initiates the collection of court and program costs.

Community Supervision ($50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders sentenced to probation. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required.

Pretrial Diversion ($50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders entering a pretrial diversion. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required

Coordinate Special or Additional Conditions ($10.00 per month):

Staff will coordinate all activities for those offenders who are ordered to perform or comply with special/additional conditions. This fee shall be assessed on offender cases for arranging, monitoring compliance, and verification of community service work, mandatory jail time, attendance at court ordered counseling (including but not limited to, AA/NA, FVIP, Mental Health, and Substance Abuse Counseling). Records of program participation and completion will remain in the offenders file. This fee will only be incurred until such time as proof of completion of the condition is provided to the Contractor.

Drug/Alcohol Testing or Screening ($25.00 per test):

As a condition of probation, random or monthly drug/alcohol screening or testing may be required for individuals on probation or as ordered by the Court. Test results may constitute change in the frequency and type of testing/screening.

Rev/War Fee ($20.00 per revocation/modification petition or violation of probation warrant):

A revocation/warrant preparation fee shall be assessed to an offender's case at such time that a probation revocation/modification hearing date is set by the Court (hearing date scheduled), or violation of probation warrant is issued by the Court. All documents shall be prepared by Contractor. Each new petition or warrant will incur this fee. Postponements and review hearings will not incur this fee.

Additional costs and fees collected and forwarded to agencies by the 10th of the month following collection:

Victim Compensation Supervision Probation Fees ($9.00 per month):

A nine dollar ($9.00) fee shall be collected for each month in which a fee for supervision services has been collected.

Fines and Restitution: Fines, costs, surcharges, and restitution shall be collected when ordered by the Court.

Warrant/Sheriff Service Fee ($25.00 per warrant):

When so requested by the Court, a warrant service fee may be assessed to the offender each time a warrant is issued by the Court and is payable to the agency as determined by the Court. .

Contempt Fee:

The Court may require a Contempt of Court fee in the amount of $ ___. This fee, when collected from the offender, is forwarded to the Court by the 10th day of the month following collection.

ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH MAGISTRATE COURT OF BRANTLEY COUNTY AND CONSENT TO ASSIGNMENT ("**Assignment Agreement**"**)** is entered into as of January 1, 2022 (**"Effective Date"**), by and among Magistrate Court of Brantley County (the "**Court**"), and Brantley County, GEORGIA (the "**Governing Authority**"), SATILLA PROBATION MANAGEMENT CORPORATION (sometimes referred to herein as the "**Assignor**") and CSRA PROBATION SERVICES, INC., a Georgia corporation (sometimes referred to herein as the "**Assignee**").

Recitals:

WHEREAS, on November 12, 2020, the Court and Governing Authority awarded probation services agreement to Assignor (the "**Services Agreement**"), attached hereto and incorporated by reference as **Attachment A,** for the provision of probation services to the Court; and

WHEREAS, pursuant to the terms of Services Agreement, the Assignor may assign the contract to a qualified company, contingent upon approval of the Court and Governing Authority; and

WHEREAS, the skilled personnel, knowledge base, and equipment of the Assignor's business unit charged with performing the work has been transferred to CSRA Probation Services, Inc. (the Assignee); and

WHEREAS, the Court and Governing Authority finds that CSRA Probation Services, Inc. (the Assignee) has the necessary skills, expertise, and fitness to perform the Services Agreement according to the existing terms and conditions set forth in said Services Agreement, and wishes to approve said assignment; and

WHEREAS, the Assignee wishes to assume the obligation of Assignor under the Services Agreement, which shall mean the Court and Governing Authority shall perform its obligations under the Services Agreement in favor of Assignee and that the Court, Governing Authority, and the Assignor shall each release the other from any obligations owed by the other to them under the Services Agreement.

Agreement:

NOW THEREFORE, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

1. **Assignment.** Assignor hereby conveys, assigns, and transfers to Assignee all of the Assignor's right, title, and interest in and to the Services Agreement. Assignor shall

execute and deliver to Assignee such further assignments, acknowledgments, and documents as Assignee may reasonably request in order to confirm or give notice of the transfer affected by this Assignment Agreement.

2. **Acceptance and Assumption.** Assignee hereby accepts the assignment of Assignor's right, title, and interest under the Services Agreement, and shall be bound by all of the terms of the Services Agreement in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead as and when due, any and all liabilities and obligations of Assignor under the Services Agreement. Assignee shall indemnify and hold harmless Assignor from and against any and all liability, loss, damage, or expenses (including without limitation, reasonable attorney's fees) arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.

3. **Consent of the Court and Governing Authority.** The Court and Governing Authority hereby consents to the assignment of Assignor's right, title, and interest under the Services Agreement to Assignee, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Services Agreement upon the Effective Date. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignor under the Services Agreement in lieu of the liability of Assignor.

4. **Release and Discharge.** With effect from the Effective Date, Assignor releases and discharges the Court and Governing Authority from any and all obligations and liabilities owed to Assignor under the Services Agreement. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from any and all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignee under the Services Agreement in lieu of the liability of the Assignor.

5. **Representations.**

   5.1 Assignor Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Services Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Services Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Assignment Agreement.

   5.2 Assignee Representations. Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement.

6. **Miscellaneous Provisions.**

   6.1 Notices. Any notices required to be given under the Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be effective upon receipt at the appropriate address. Any notice given to the Court, Governing Authority, Assignor, or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as such party may designate for service of notice.

   6.2 Governing Law. This Assignment Agreement is governed by the laws of the State of Georgia.

   6.3 Construction and Interpretation. This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by the

Assignment Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged in this Assignment Agreement and shall be of no further force or effect. No party has been induced to enter into this Assignment Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Assignment Agreement. This Assignment Agreement is binding on and inures to the benefit of the respective successors, assigns, and representatives of each of the parties.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Court, Governing Authority, Assignor, and Assignee have executed this Assignment Agreement as of the date set forth above.

COURT:

Address for Notices:
Magistrate Court
Brantley County
P.O. Box 1150
Nahunta, Georgia 31553

By: _____
Name: Jeff A. Thomas
Title: Chief Magistrate

GOVERNING AUTHORITY:

Address for Notices:
Board of Commissioners
Brantley County
33 Allen Street
Nahunta, Georgia 31553

By: _____
Name: Chris Harris
Title: Commission Chairman

ASSIGNOR:

SATILLA PROBATION MANAGEMENT CORP.

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

By: _____
Name: Michael Popplewell
Title: President

ASSIGNEE:

CSRA PROBATION SERVICES, INC.

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

By: _____
Name: Michael Popplewell
Title: President

Attachment A

Contract for Probation Supervision and Rehabilitation Services

This Agreement is made by and between **Satilla Probation Management Corporation**, a duly authorized Corporation organized under the laws of the State of Georgia, with its principal place of business at 10784 Main Street North, Nahunta, Georgia, hereinafter called "Contractor" and the **Magistrate Court of Brantley County, State of Georgia** hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, §42-8-100 through §42-8-109, Georgia Department of Community Supervision Rules for Misdemeanor Probation Services, and as amended.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or its Governing Authority, Contractor shall provide the following services:

O.C.G.A. §42-8-107(b)(1) and DCS Rules 102-2-.08, 105-2-.11. Extent of services to be rendered: Contractor shall monitor misdemeanor offender's behavior and compliance with conditions of probation as ordered by the Court during the sentenced probation period and provide to the court reports and documentation regarding probationer non-compliance. Contractor shall encourage behavior modification through its supervision and rehabilitation services.

During all court sessions, Contractor shall have adequate qualified staff attend and interview each offender assigned and complete an order of probation and obtain offender personal information. Contractor shall provide orientation and instruction explaining all standard conditions of probation, any additional conditions of probation, and any special conditions of probation the Court has ordered. Contractor shall explain all program service fees applicable to the offender. Contractor shall make a supervision assessment of the offender and determine the offender's reporting and payment schedule based on location of residence, employment, and other factors. Each offender shall be provided with a copy of the order of probation, a reporting schedule, a guide to successful probation, applicable referral information, and private probation officer contact information. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement.
Contractor shall prepare documentation pertaining to each probation case for the Court.
Contractor shall provide referrals to substance abuse, mental health, or other professional counselors.
Contractor shall schedule and confirm community service work being performed.
Contractor shall provide for drug and alcohol screening or testing when such testing is required.
Contractor shall maintain a local jail roster to track new arrests, convictions and sentences, and arrests on Contractor warrants.
Contractor shall provide information at each office for substance abuse detox and treatment centers, local approved DUI Schools and Clinical Evaluators, AA/NA schedules and locations, local employment opportunities, domestic violence information, and other information that may be of interest to the offender.
Contractor, when so ordered by the Court, shall provide for a system of electronic home detention monitoring or GPS Tracking.
Contractor shall provide online payment system for offender convenience.
Contractor shall provide probation termination documentation on all cases.

O.C.G.A. §42-8-107(b)(2) and DCS Rules 105-2-.07 and 105-2-.09. Owner, Operator, Director, Officer and Employee Qualifications:
Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload and at least one employed person who is responsible for the direct

supervision of probation officers. This supervisor shall have a minimum of five years of experience in corrections, parole or probation services.

Any person employed as and using the title of a private probation officer shall be at least 21 years of age at the time of appointment to the position and shall have completed a standard two-year college course, completed 90 quarter hours or 60 semester hours, or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

Any person employed as support staff shall be at least 18 years of age. Support staff may assist private probation officers with case related administrative duties, but do not possess decision making authority.

No person shall be employed who has been convicted of a felony or sufficient misdemeanors to establish a pattern of disregard for the law. Violations of misdemeanors when the employee has received a pardon shall not be considered; No person shall be employed who has been convicted of or pled guilty or nolo contendere to any misdemeanor involving moral turpitude within 5 years preceding the date of employment; No person shall be hired with an outstanding warrant for their arrest; No person shall be hired with a pending charge in the following areas: felony, domestic violence, or misdemeanor involving moral turpitude.

Each Owner, Operator, Director, Officer and Employee shall sign a confidentiality statement agreeing to hold the records of the probation entity confidential, to be maintained in employee personnel files; Sign a statement cosigned by the probation entity director or his/her designee that the employee has received an orientation on rules as well as operations guidelines relevant to that employee's job duties which shall be maintained in employee personnel files; No person shall be employed who fails to possess, at a minimum a high school or equivalent diploma, excepting those participating in an established High School program.

All owners, directors, private probation officers, and support staff shall be registered with the Department of Community Supervision, the Board or the Council within 10 days of date of hire and comply with Rules and Regulations of the Department of Community Supervision, the Board, or the Council and shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither Contractor nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of Contractor.

Contractor shall comply with registration requirements as required by the Department of Community Supervision, the Board or the Council.

O.C.G.A. §42-8-107(b)(3) and DCS Rule 105-2-.10. Requirements for criminal records checks:
Services provider shall fingerprint new individuals through GAPS within 10 day of hire. The Department of Community Supervision on behalf of the Board shall conduct a criminal records check for individuals seeking to become probation officers as provided in Code Section 35-3-34. The board shall promulgate rules and regulations relating to restrictions regarding misdemeanor convictions. An agency or private entity shall also be authorized to conduct a criminal history background check of a person employed as a probation officer or private probation officer or individuals seeking such positions. The criminal history check may be conducted in accordance with Code Section 35-3-34 and may be based upon the submission of fingerprints of the individual whose records are requested. The Georgia Bureau of Investigation shall submit the fingerprints to the Federal Bureau of Investigation under the rules established by the United States Department of Justice for processing and identification of records. The federal record, if any, shall be obtained and returned to the requesting entity or agency.

O.C.G.A. §42-8-107(b)(4) and DCS Rules 105-2-.09 and 105-2-.12. Policies and procedures for staff training:

All probation officer and staff members shall be provided with adequate training. Each private probation officer shall receive an initial 40 hours of orientation provided by contractor or third party within six months of employment, and shall receive 20 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006.

Support staff shall receive an initial 16 hours of orientation training provided by contractor or third party within six months employment, and shall receive 8 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council.

Probation Officer Orientation training curriculum shall include, but will not be limited to a 5-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Support Staff Orientation training curriculum shall include, but will not be limited to a 4-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Annual in-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and the operation of the probation entity and may be provided by Contractor or a third party.

Contractor will ensure that trainers have expertise in the area of training. (A college degree or POST certification is preferred.) Probation entities shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file. These records shall be maintained for a period of not less than two years.

O.C.G.A. §42-8-107(b) (5) and DCS Rule 105-2-.08. Bonding of staff and liability insurance coverage:

Contractor shall provide and maintain during the life of this Agreement, workers' compensation insurance as required by statute, general liability insurance in the amount of Two Million Dollars ($2,000,000.00) and a surety bond (bonding of staff) in an amount of not less than Two Hundred and Fifty Thousand Dollars ($250,000.00). Contractor shall provide written notice to the Court within thirty (30) days of any material changes of insurance coverage, including cancellation. Bond shall be made with a commercial insurer satisfactory to Court and authorized to transact surety insurance in Georgia before Contractor commences work.

O.C.G.A. §42-8-107(b)(6), DCS Rule 105-2-.08. Staffing levels and standards of offender supervision:
Private probationer probation officer per offender ratio shall not exceed 250 cases without staff assistance. This equates to a ratio of 1:250 (One probationer officer per 250 probationers). Contractor shall maintain a fully staffed office in each county in which courts are under contract if total assigned caseload for that county exceeds 250 active probationers. Counties with less than 250 active probationers, the Contractor may be provided with space for meeting with and the provision of services to probationers.

Special conditions of probation such as mental health conditions, counseling (including AA/NA), and community service shall be monitored for progress and offender shall be required to provide proof of attendance weekly when they report. Contractor may refer offenders to third party agencies for counseling or other services applicable to the case

Contractor shall supervise and monitor offender's to ensure compliance with all conditions of probation as set forth in the Court's order of probation. Each offender shall be required to report weekly, either in person or by telephone. After sixty (60) days of compliant behavior is demonstrated, reporting may be changed to monthly report in person or monthly report by telephone status. Provisions shall be made for offenders residing outside of the immediate area. Unemployed or underemployed offenders will be required to search for employment and provide proof via the weekly employment search log. Random drug and/or alcohol screens may be incorporated into probation supervision. Offenders will be encouraged to obtain G.E.D., remain in school, or obtain valid driver's license, if applicable.

All conditions of probation must be satisfactorily completed and monies must be paid prior to sixty (60) days of probation term end date. Upon completion of each case, a termination of probation document shall be generated by Contractor, submitted to the Court for approval, and filed with the Court.

O.C.G.A. §42-8-107(b)(7) and DCS Rule 105-2-.15. Procedures for handling the collection of all court ordered monies:
Contractor shall collect restitution, fines, court costs, surcharges, or other imposed court fees, and probation program fees at listed in Exhibit "A", attached hereto, incorporated herein, and made part hereof this Agreement, as ordered by the Court. Probation fee may incur on the first day of each month, but number of monthly fees may never exceed number of months on probation.

Offenders will be set up on a payment schedule based on their maximum sentence length, minus sixty (60) days, with a minimum monthly payment required each calendar month. Minimum monthly payment typically required on probation cases is $100.00. Payments typically are due on the 2nd Friday of each month.

Early termination cases will be provided with thirty (30), sixty (60), and ninety (90) day payoff figures and encouraged to pay off early, provided that they are otherwise compliant with all terms and conditions of probation.

Pay only probation cases shall be set up on a three month payment plan and shall not to exceed three months of supervision fees. If not paid within the three months, a modification/revocation hearing will be scheduled per O.C.G.A. § 42-8-103.

Contractor shall provide an itemized receipt for each payment received from an offender prepared in accordance with accepted accounting practices depicting the amount of payment received, breakdown of how it was applied, and balance due. In instances where payments are made other than in person, receipts shall be emailed or mailed to the offender's address on file.

Contractor shall credit payment of funds from offenders in the following order of priority: (1) offender orientation fee (2) incurred monthly probation supervision fee plus Crime Victim Fee, (3) drug/alcohol screen/test fee, (4) additional/special condition fee, (5) revocation/warrant preparation fee, (6) restitution, (7) fines, court costs, and surcharges, (8) contempt fees, and (9) warrant service fees.

Pursuant to O.C.G.A. § 17-14-8, partial payments shall be applied not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Restitution shall be paid to the victim by the tenth (10th) day of the month following collection unless the Court orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the restitution victim, payment shall be made to the Clerk of Court.

Pursuant to O.C.G.A. § 17-15-13(f), (GCVEF) in every case where an individual is serving under active probation supervision and paying a supervision fee, $9.00 per month shall be added to any supervision fee collected by any entity authorized to collect such fees and shall be paid into the fund.

Contractor shall submit a monthly report to the Court listing the offender name and case number, amount of court fines/costs and restitution ordered, the amount collected from the offender in each cash period, and balance due. The monthly reports and payments received shall be provided to the Court by the tenth (10th) day of the month following collection. Overpayments of Contractor fee shall be refunded to the offender via Contractor's company check by the tenth (10th) day of the month following case closure.

Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationer except the fees authorized by this Agreement.

O.C.G.A. §42-8-107(b)(8) and DCS Rule 105-2-.15. Procedures for handling indigent offenders to ensure placement of such indigent offenders irrespective to ability to pay.
Offenders shall be screened as to ability to pay upon intake of probation case or as circumstances arise while under supervision. Potential indigent offenders shall provide documentation, and it shall be verified by the supervising private probation officer insomuch as possible. Upon receipt and verification of documentation from the probationer, a request for direction report will be prepared by Contractor containing the offender's circumstances and forwarded to the Court. The Court shall instruct the Contractor how to proceed with the case. Regardless of ability to pay, reporting to private probation officer as directed, and being of good behavior and not violating the laws of any governmental unit shall be required.

In cases of non-compliance with monetary obligations, a Petition for Modification/Revocation of Probation shall be prepared by Contractor, and at a scheduled Modification hearing, community service may be recommended in lieu of monetary obligations by Contractor at an approved community service agency when this option is available and the offender displays the ability to perform community service. Community service hours shall be performed for the Court's Governing Authority whenever possible. Monetary obligations commuted to community service will be assessed per O.C.G.A. § 17-10-1 or as specifically ordered by the court.

When community service option is not available Contractor shall abide by written order of the Court, to waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating

factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the Court through judicial process or hearings.

O.C.G.A. § 42-8-102. Probation and supervision; determination of fees, fines, and restitution; converting moneys owed to community service; continuing jurisdiction; revocation; transfer

(a) Any court which has original jurisdiction of ordinance violations or misdemeanors and in which the defendant in such a case has been found guilty upon verdict or has pled guilty or nolo contendere may, at a time to be determined by the court, hear and determine the question of the probation of such defendant.

(b) If it appears to the court upon a hearing of the matter that the defendant is not likely to engage in an unlawful course of conduct and that the ends of justice and the welfare of society do not require that the defendant shall presently suffer the penalty imposed by law, the court in its discretion may place the defendant on probation under the supervision and control of a probation officer or private probation officer for all or a portion of the sentence or may impose a sentence upon the defendant but stay and suspend the execution of such sentence or any portion thereof. The period of probation or suspension shall not exceed the maximum sentence of confinement which could be imposed on the defendant; provided, however, that nothing in this chapter shall be construed to limit the ability of a court to toll a sentence as provided in this article.

(c) The court may, in its discretion, require the payment of a fine, fees, or restitution as a condition of probation. The provisions of Chapter 14 of Title 17 shall control in determining the amount of restitution. When probation supervision is required, the court may require the payment of a probation supervision fee as a condition of probation. In determining the financial obligations, other than restitution, to impose on the defendant, the court may consider:

(1) The defendant's financial resources and other assets, including whether any such asset is jointly controlled;
(2) The defendant's earnings and other income;
(3) The defendant's financial obligations, including obligations to dependents;
(4) The period of time during which the probation order will be in effect;
(5) The goal of the punishment being imposed; and
(6) Any other factor the court deems appropriate.

(d) The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1.

(e) (1) As used in this subsection, the term:

(A) "Developmental disability" shall have the same meaning as set forth in Code Section 37-1-1.

(B) "Indigent" means an individual who earns less than 100 percent of the federal poverty guidelines unless there is evidence that the individual has other resources that might reasonably be used without undue hardship for such individual or his or her dependents.

(C) "Significant financial hardship" means a reasonable probability that an individual will be unable to satisfy his or her financial obligations for two or more consecutive months.

(D) "Totally and permanently disabled" shall have the same meaning as set forth in Code Section 49-4-80.

(2) The court shall waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the court through judicial process or hearings.

O.C.G.A. § 42-8-103. Pay-only probation; discharge or termination of probation

(a) As used in this Code section, the term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court.

(b) When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three

months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
(c) If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.
(d) When a defendant is serving pay-only probation, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society.

O.C.G.A 42-8-103.1. Serving consecutive misdemeanor sentences
(a) When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.
(b) When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

O.C.G.A. §42-8-107(b)(9). Circumstances under which revocation of an offender's probation may be recommended.
Contractor shall exhaust all attempts to remedy violations of terms and conditions of probation without Court assistance prior to requesting Court intervention. Contractor shall attempt to notify the offender of violation status by telephone, by first class mail, by text, by email, or in person. If the offender refuses to respond or remains non-compliant, contractor shall notify the offender, by first class mail, of Contractor's intention to proceed with administrative action. When the offender displays an effort to become compliant, no administrative action will be taken. When non-compliance issues persist, typically one of the following two options may be requested.

1. When the offender's effort to become complaint does not conform to what is necessary for a successful probation case outcome, a Petition for Modification/ Revocation shall be prepared and presented to the Court. If approved, court date is affixed, and Petition is sent by first class mail to the probationer's last known address.

At the Modification/Revocation hearing, recommendations typically include becoming compliant with terms and conditions of probation or the terms and conditions are modified, and a review date is set by the Court whereas the offender shall have an opportunity to remedy the violations. The offender who remedies the violations or complies with the modified order may have Court action continued, postponed, or dismissed. The offender who makes no effort to remedy the violations may have revocation, either partial or in full, recommended by private probation officer in accordance with O.C.G.A. §42-8-102(f)(4).

2. When the offender makes no effort to become compliant (refuses to report, return phone calls, or respond to written correspondence) or when offender's mail is returned and the offender's whereabouts are unknown, a delinquency report and violation of probation warrant will be prepared and presented to the Court for approval. Once arrested, the probationer will be served with Petition for Modification/ Revocation of Probation and a hearing will be held. In most cases, full revocation is recommended, in accordance with O.C.G.A. §42-8-102(f)(4).

Tolling of probation, if sentenced on or after July 1, 2015, is at the sole discretion of the Court. All probation cases shall be procedurally processed in accordance with O.C.G.A. §42-8-105.

O.C.G.A. §42-8-107 (b)(10) and DCS Rule 105-2-.14 and .15. Reporting and record keeping requirements. Each offender shall have a case file containing order of probation, personal data sheet, and sentencing order (when provided by the court). When applicable, the probationer file shall also include community service waiver, community service time sheets, drug screen or lab testing results, AA/NA attendance logs, special conditions proof of compliance, employment search logs, and any written correspondence pertaining to the individual probationer.

All documents generated by Contractor and signed by the Court shall have a copy maintained in the probationer case file and originals shall be filed with the Court with the exception of warrants as the original is provided to the arresting agency and copy provided to the Clerk. No original documents shall be maintained in Contractor file.

Each probationer case shall be entered into a database which contains probationer personal data, case data, case notes, payment records, appointment schedule and results, and additional or special condition sentencing and compliance data.

Contractor shall maintain all probationer files in a secured area. Closed probationer case files shall me maintained for a period of two years or as required by law.

Contractor shall provide written reports monthly to the Court or as requested by the Court. Reports may include, but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected.

Contractor shall provide written quarterly reports to the Court and the Department of Community Supervision, The Board or Council in accordance with O.C.G.A. §42-8-108(a), and Contractor's records shall be open to inspection upon request in accordance with O.C.G.A. §42-8-108(b).

O.C.G.A. §42-8-108 and DCS Rule 105-2-.13. Probation Entity Reports. All probation entities shall provide the judge and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require.

(a) Probation entity quarterly activity reports shall be submitted within 15 days after the close of each calendar quarter and shall be made utilizing forms approved by MPOU. Quarterly reports must be received by MPOU as follows: 1st quarter (Jan-March) due April 15th, 2nd quarter (April-June) due July 15th, 3rd quarter (July-Sept.) due Oct. 15th, 4th quarter (Oct.-Dec.) due Jan 15th

1. If the 15th day after the close of the quarter falls on a weekend or state or federal holiday, the quarterly report shall be submitted by the following business day. MPOU in its discretion shall allow for adjustments of due dates based on a case by case basis as long as the request for extension is received by MPOU in writing prior to the due date.

2. Failure to submit quarterly reports in a timely manner may result in sanctioning.

(b) The quarterly reports shall include the following:

1. Number of probationers under supervision;

2. The amount of fines, statutory surcharges, and restitution collected;
3. The amount of fees collected and the nature of such fees, including probation supervision fees;
4. Rehabilitation programming fees;
5. Electronic monitoring fees;
6. Drug or alcohol detection device fees;
7. Substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known;
8. Drug testing fees;
9. The number of community service hours performed by probationers under supervision;
10. A listing of any other service for which a probationer was required to pay to attend;
11. The number of probationers for whom supervision or rehabilitation has been terminated and the reason for the termination;
12. The number of warrants issued during the quarter and;
13. These reports shall be in such detail as MPOU may require.
(i) Entities shall be given 90 days advance notice of changes in reporting requirements.

O.C.G.A. §42-8-106.1, 109(2), and DCS Rule 105-2-.14. Probation Entity Records. Each probation entity must maintain the following records for the period required by law and the records must be available and accessible for inspection by the affected county, municipality, consolidated government, the court, the Department of Audits and Accounts or MPOU upon request.
(a) Required records are as follows:
1. All written contracts or service agreements for probation services;
2. All court orders for all probationers assigned to the entity for supervision;
3. All accounting ledgers and related documents;
4. All payment receipts issued to probationers for all funds received;
5. All probation case history and management reports and documents;
6. All other documents pertaining to the case management of each probationer assigned to the entity for supervision;
7. The probation entity and individual applications for registration and supporting documents submitted to MPOU;
8. All training records and individual personnel files;
9. The registration approval issued to the probation entity and individuals by MPOU; and
10. All documents related to the case management of probationers to include but not limited to case history, accounting ledgers, and payment receipts must be retained for a period required by law after the probation case closes.

O.C.G.A. § 42-8-109.2. Confidentiality of Records
(a) Except as provided in subsection (a) of Code Section 42-8-108 and subsection (b) of this Code section, all reports, files, records, and papers of whatever kind relative to the supervision of probationers by a private corporation, private enterprise, or private agency contracting under the provisions of this article or by a county, municipality, or consolidated government providing probation services under this article are declared to be confidential and shall be available only to the affected county, municipality, or consolidated government, or an auditor appointed by such county, municipality, or consolidated government, the judge handling a particular case, the Department of Audits and Accounts, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.
(b) (1) Any probationer under supervision under this article shall:
(A) Be provided with a written receipt and a balance statement each time he or she makes a payment;
(B) Be permitted, upon written request, to have a copy of correspondence, payment records, and reporting history from his or her probation file, one time, and thereafter, he or she shall be required to pay a fee as set by DCS; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure; and

(C) Be permitted, upon written request to DCS, to have a copy of the supervision case notes from his or her probation file when the commissioner of community supervision authorizes the release of such information in a written order; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

(2) When a probationer claims that information is being improperly withheld from his or her file, the probationer may file a motion with the sentencing court seeking an in camera inspection of such file. The probationer shall serve such motion on the prosecuting attorney and probation officer or private probation officer as appropriate.

(3) The following shall be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50:

(A) The board's rules and regulations regarding contracts or agreements for the provision of probation services;

(B) The board's rules and regulations regarding the conduct of business by private entities providing probation services as authorized by this article;

(C) The board's rules and regulations regarding county, municipal, or consolidated governments establishing probation systems as authorized by this article; and

(D) The rules, regulations, operating procedures, and guidelines of any private corporation, private enterprise, or private agency providing probation services under the provisions of this article.

(c) In the event of a transfer of the supervision of a probationer from a private corporation, private enterprise, or private agency or county, municipality, or consolidated government providing probation services under this article to DCS, DCS shall have access to any relevant reports, files, records, and papers of the transferring entity.

O.C.G.A. §42-8-106.1, 109.2 and DCS Rule 105-2-.16. Transfer of Probation Supervision.

Probation case supervision may be transferred from one probation entity to another with the approval of the court of original jurisdiction and/or as provided by Interstate Compact.

(a) The Sending Probation Entity. The sending probation entity will be responsible for contacting the receiving probation entity and determining if the transfer is feasible. The sending probation entity shall provide the court of original jurisdiction with necessary information for consideration of the transfer.

(b) Approval of the Transfer. Upon approval of the transfer, the sending probation entity will instruct the probationer in writing as to where and when to report to the receiving probation entity and will forward a case management package to the receiving probation entity. The package should include: a copy of the sentence, a copy of all case history information and a statement of financial obligations and collections to date.

(c) Transfer of Cases Involving Financial Collections. When a case is transferred from one probation entity to another, the sending probation entity remains responsible for the collection of all original fines, fees and surcharges, with the exception of monthly probation supervision fees unless otherwise ordered by the court.

(i) Monthly probation fees collected and retained by the sending probation entity shall not exceed an amount equal to the number of months that the probationer was actually supervised. As of the date of transfer, monthly probation supervision fees shall be collected and retained by the receiving probation entity.

(ii) The sending probation entity will remain responsible for the collection of all other financial obligations and is responsible for instructing the probationer regarding forwarding scheduled financial payments back to the original probation entity unless otherwise ordered by the court.

(d) Probation Violations by Transferred Probationers. When violations occur during supervision by the receiving probation entity, it is the responsibility of the receiving probation entity to investigate and report back to the sending probation entity in order for the court of original jurisdiction to be informed unless otherwise ordered by the court.

(e) If the probationer fails to report or the case is determined to be unacceptable to the receiving probation entity, the receiving probation entity should contact the sending probation entity in an effort to resolve the problem. If the situation cannot be resolved, the case management package should be returned to the sending probation entity with sufficient documentation of the problem and the original sending probation entity should inform the court of original jurisdiction of the situation unless otherwise ordered by the court.

(f) If probation violations occur subsequent to a transfer, the sending probation entity and the court of original jurisdiction retains responsibility to pursue appropriate follow-up action unless otherwise ordered by the court.

(g) Sentence Expiration. When the terms of the probation sentence expire for a transferred probationer, the receiving probation entity will forward a brief confirmation report back to the original sending probation entity confirming that probation supervision has been terminated. In accordance with court policy, the sending probation entity shall inform the court that probation supervision has been terminated.
(h) Transfer of Probation Supervision into and Out of State. Probation case supervision will be transferred from a probation entity to a probation office or probation entity between states according to the requirements of the Interstate Compact for Adult Offender Supervision.
(i) All probation entities and individuals shall abide by the Interstate Compact statute O.C.G.A. §42-9-81.

O.C.G.A. §42-8-107(b)(11) Default and contract termination procedures:
During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services. Contractor shall commence performance upon the approval by the Governing Authority. This Agreement shall expire the **31st day of December, 2024.**

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately without cause or for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy.

In the event that the court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

The Court will decide if the existing caseload is to be transferred. Should it be decided that the caseload is to be transferred, Contractor, within thirty (30) days of termination, shall generate an order of transfer listing all probationers. Probation order, payment history, and personal data records will accompany the order to transfer. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Should it be decided not to transfer the existing caseload, Contractor will work the caseload until completion of existing sentence guidelines.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following:

Payment for Contractors Services as Condition of Probation, Responsibility of Probationer:
The Court shall not be liable for payment of any supervision fee or any program fee of an offender.

The Court shall make payment of the probation program fee(s) as listed in Exhibit "A", a term and condition of probation for each offender assigned for supervision to Contractor unless the Court determines the offender to be indigent.

Access to Criminal Histories:
The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court.

Notice of Court Sessions:
The Court shall provide Contractor three (3) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail to P.O. Box 1065, Nahunta, GA 31553, by fax to 912-462-6027, by telephone to 912-462-7958 or by email to Cbyrd@SatillaProbation.com.

Indemnification:
Neither the State, the Court, nor its Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, or agents in the performance of services conducted on the property of the Court's Governing Authority. Contractor agrees that Contractor shall indemnify and hold harmless the State, the Court and its Governing Authority from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by Contractor or its employees or agents under the terms of this Agreement.

Time is of the Essence of this Agreement.

Compliance with the Law:
The Contractor shall comply with all federal, state and local laws, statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

Independent Contractor:
Contractor is an independent contractor and is not an agent, joint venture or other affiliate of the Court or its Governing Authority in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and its Governing Authority from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or its Governing Authority to their respective employees.

Entire Agreement:
This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

Binding Agreement:
This Agreement shall not be binding upon any successor to the undersigned Judge of the **Magistrate Court of Brantley County** unless ratified by the successor in office. If a successor attains the position of undersigned Judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within thirty (90) days of taking the oath of office.

Notice:
Any notices made in accordance with this Agreement shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor:
Satilla Probation Management Corp.
10784 Main Street North
P.O. Box 1065
Nahunta, Georgia 31553
912-462-7958

Court:
The Magistrate Court of Brantley County
P.O. Box 1150
Nahunta, Georgia 31553
(912) 462-6780

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE 5th DAY OF November, 2020

PROBATION SERVICES CONTRACTOR:

Catherine C Byrd

Name: Catherine C. Byrd
Title: President, Satilla Probation Management Corporation

MAGISTRATE COURT OF BRANTLEY COUNTY:

Jeff A. Thomas

Jeff A. Thomas
Chief Magistrate, Magistrate Court of Brantley County, State of Georgia

Pursuant to O.C.G.A. §42-8-101, this Agreement is entered into and approved by the Court's Governing Authority on the 3rd day of December, 2020.

By: Chris Harris, Chairman
Name and Title

Attest: Rene T. Herrin
Rene T. Herrin, County Clerk
Name and Title

Exhibit "A"
Satilla Probation Management Corporation
Program Fee Schedule
(All program fees are the sole responsibility of the offender.)

Court Service/ Offender Orientation ($25.00 one-time fee):

Staff attends court, completes offender personal history document, prepares Order of Probation, and instructs the offender on all terms and conditions of probation and initiates the collection of court and program costs.

Community Supervision ($50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders sentenced to probation. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required.

Pretrial Diversion ($50.00 per month):

An ongoing offender monitoring program which accounts for the activities of offenders entering a pretrial diversion. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required

Coordinate Special or Additional Conditions ($10.00 per month):

Staff will coordinate all activities for those offenders who are ordered to perform or comply with special/additional conditions. This fee shall be assessed on offender cases for arranging, monitoring compliance, and verification of community service work, mandatory jail time, attendance at court ordered counseling (including but not limited to, AA/NA, FVIP, Mental Health, and Substance Abuse Counseling). Records of program participation and completion will remain in the offenders file. This fee will only be incurred until such time as proof of completion of the condition is provided to the Contractor.

Drug/Alcohol Testing or Screening ($25.00 per test):

As a condition of probation, random or monthly drug/alcohol screening or testing may be required for individuals on probation or as ordered by the Court. Test results may constitute change in the frequency and type of testing/screening.

Rev/War Fee ($20.00 per revocation/modification petition or violation of probation warrant):

A revocation/warrant preparation fee shall be assessed to an offender's case at such time that a probation revocation/modification hearing date is set by the Court (hearing date scheduled), or violation of probation warrant is issued by the Court. All documents shall be prepared by Contractor. Each new petition or warrant will incur this fee. Postponements and review hearings will not incur this fee.

Additional costs and fees collected and forwarded to agencies by the 10th of the month following collection:

Victim Compensation Supervision Probation Fees ($9.00 per month):

A nine dollar ($9.00) fee shall be collected for each month in which a fee for supervision services has been collected.

Fines and Restitution: Fines, costs, surcharges, and restitution shall be collected when ordered by the Court.

Warrant/Sheriff Service Fee ($25.00 per warrant):

When so requested by the Court, a warrant service fee may be assessed to the offender each time a warrant is issued by the Court and is payable to the agency as determined by the Court.

Contempt Fee:

The Court may require a Contempt of Court fee in the amount of $ ___. This fee, when collected from the offender, is forwarded to the Court by the 10th day of the month following collection.

ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH SUPERIOR COURT OF BRANTLEY COUNTY AND CONSENT TO ASSIGNMENT ("**Assignment Agreement**"**)** is entered into as of January 1, 2022 (**"Effective Date"**), by and among the Superior Court of Brantley County (the **"Court"**), and Brantley County, GEORGIA (the **"Governing Authority"**), SATILLA PROBATION MANAGEMENT CORPORATION (sometimes referred to herein as the **"Assignor"**) and CSRA PROBATION SERVICES, INC., a Georgia corporation (sometimes referred to herein as the **"Assignee"**).

Recitals:

WHEREAS, on October 21, 2020, the Court and Governing Authority awarded probation services agreement to Assignor (the **"Services Agreement"**), attached hereto and incorporated by reference as **Attachment A,** for the provision of probation services to the Court; and

WHEREAS, pursuant to the terms of Services Agreement, the Assignor may assign the contract to a qualified company, contingent upon approval of the Court and Governing Authority; and

WHEREAS, the skilled personnel, knowledge base, and equipment of the Assignor's business unit charged with performing the work has been transferred to CSRA Probation Services, Inc. (the Assignee); and

WHEREAS, the Court and Governing Authority finds that CSRA Probation Services, Inc. (the Assignee) has the necessary skills, expertise, and fitness to perform the Services Agreement according to the existing terms and conditions set forth in said Services Agreement, and wishes to approve said assignment; and

WHEREAS, the Assignee wishes to assume the obligation of Assignor under the Services Agreement, which shall mean the Court and Governing Authority shall perform its obligations under the Services Agreement in favor of Assignee and that the Court, Governing Authority, and the Assignor shall each release the other from any obligations owed by the other to them under the Services Agreement.

WHEREAS, the Assignee wishes to assume all obligations of Assignor with regard to collection and disbursement of court-ordered collections and will tender all Court fines and costs ordered and collected during the month from the offender to the County by the 10th day of the following month; additionally, Assignee will collect and tender all GCVEF payments to the State as mandated by law.

Agreement:

NOW THEREFORE, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

1. **Assignment.** Assignor hereby conveys, assigns, and transfers to Assignee all of the Assignor's right, title, and interest in and to the Services Agreement. Assignor shall execute and deliver to Assignee such further assignments, acknowledgments, and documents as Assignee may reasonably request in order to confirm or give notice of the transfer affected by this Assignment Agreement.
2. **Acceptance and Assumption.** Assignee hereby accepts the assignment of Assignor's right, title, and interest under the Services Agreement, and shall be bound by all of the terms of the Services Agreement in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead as and when due, any and all liabilities and obligations of Assignor under the Services Agreement. Assignee shall indemnify and hold harmless Assignor from and against any and all liability, loss, damage, or expenses (including without limitation, reasonable attorney's fees) arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.
3. **Consent of the Court and Governing Authority.** The Court and Governing Authority hereby consents to the assignment of Assignor's right, title, and interest under the Services Agreement to Assignee, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Services Agreement upon the Effective Date. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignor under the Services Agreement in lieu of the liability of Assignor.
4. **Release and Discharge.** With effect from the Effective Date, Assignor releases and discharges the Court and Governing Authority from any and all obligations and liabilities owed to Assignor under the Services Agreement. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from any and all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignee under the Services Agreement in lieu of the liability of the Assignor.
5. **Representations.**
   - 5.1 Assignor Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Services Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Services Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Assignment Agreement.
   - 5.2 Assignee Representations. Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement.
6. **Miscellaneous Provisions.**
   - 6.1 Notices. Any notices required to be given under the Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be effective upon receipt at the appropriate address. Any notice given to the Court, Governing Authority, Assignor, or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as such party may designate for service of notice.
   - 6.2 Governing Law. This Assignment Agreement is governed by the laws of the State of Georgia.

6.3 Construction and Interpretation. This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by the Assignment Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged in this Assignment Agreement and shall be of no further force or effect. No party has been induced to enter into this Assignment Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Assignment Agreement. This Assignment Agreement is binding on and inures to the benefit of the respective successors, assigns, and representatives of each of the parties.

[SIGNATURES ARE ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Court, Governing Authority, Assignor, and Assignee have executed this Assignment Agreement as of the date set forth above.

COURT:

Address for Notices:
Superior Court
Brantley County
P.O. Box 1067
Nahnunta, Georgia 31533

By: _____
Name: Dwayne H. Gillis
Title: Chief Judge

GOVERNING AUTHORITY:

Address for Notices:
Board of Commissioners
Brantley County
33 Allen Rd.
Nahunta, Georgia 31533

By: _____
Title: Commission Chairman

ASSIGNOR:

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

SATILLA PROBATION MANAGEMENT CORP.

By: _____
Name: Michael Popplewell
Title: President

ASSIGNEE:

Address for Notices:
802 Oakhurst Dr., Suite D
Evans, GA 30809

CSRA PROBATION SERVICES, INC.

By: _____
Name: Michael Popplewell
Title: President

Attachment A

Contract for Probation Supervision and Rehabilitation Services

This Agreement is made by and between **Satilla Probation Management Corporation**, a duly authorized Corporation organized under the laws of the State of Georgia, with its principal place of business at 10784 Main Street North, Nahunta, Georgia, hereinafter called "Contractor" and the **Superior Court of Brantley County, State of Georgia** hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, §42-8-100 through §42-8-109, Georgia Department of Community Supervision Rules for Misdemeanor Probation Services, and as amended.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or its Governing Authority, Contractor shall provide the following services:

O.C.G.A. §42-8-107(b)(1) and DCS Rules 102-2-.08, 105-2-.11. Extent of services to be rendered: Contractor shall monitor misdemeanor offender's behavior and compliance with conditions of probation as ordered by the Court during the sentenced probation period and provide to the court reports and documentation regarding probationer non-compliance. Contractor shall encourage behavior modification through its supervision and rehabilitation services.

During all court sessions, Contractor shall have adequate qualified staff attend and interview each offender assigned and complete an order of probation and obtain offender personal information. Contractor shall provide orientation and instruction explaining all standard conditions of probation, any additional conditions of probation, and any special conditions of probation the Court has ordered. Contractor shall explain all program service fees applicable to the offender. Contractor shall make a supervision assessment of the offender and determine the offender's reporting and payment schedule based on location of residence, employment, and other factors. Each offender shall be provided with a copy of the order of probation, a reporting schedule, a guide to successful probation, applicable referral information, and private probation officer contact information. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement.
Contractor shall prepare documentation pertaining to each probation case for the Court.
Contractor shall provide referrals to substance abuse, mental health, or other professional counselors.
Contractor shall schedule and confirm community service work being performed.
Contractor shall provide for drug and alcohol screening or testing when such testing is required.
Contractor shall maintain a local jail roster to track new arrests, convictions and sentences, and arrests on Contractor warrants.
Contractor shall provide information at each office for substance abuse detox and treatment centers, local approved DUI Schools and Clinical Evaluators, AA/NA schedules and locations, local employment opportunities, domestic violence information, and other information that may be of interest to the offender.
Contractor, when so ordered by the Court, shall provide for a system of electronic home detention monitoring or GPS Tracking.
Contractor shall provide online payment system for offender convenience.
Contractor shall provide probation termination documentation on all cases.

O.C.G.A. §42-8-107(b)(2) and DCS Rules 105-2-.07 and 105-2-.09. Owner, Operator, Director, Officer and Employee Qualifications:
Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload and at least one employed person who is responsible for the direct

supervision of probation officers. This supervisor shall have a minimum of five years of experience in corrections, parole or probation services.

Any person employed as and using the title of a private probation officer shall be at least 21 years of age at the time of appointment to the position and shall have completed a standard two-year college course, completed 90 quarter hours or 60 semester hours, or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

Any person employed as support staff shall be at least 18 years of age. Support staff may assist private probation officers with case related administrative duties, but do not possess decision making authority.

No person shall be employed who has been convicted of a felony or sufficient misdemeanors to establish a pattern of disregard for the law. Violations of misdemeanors when the employee has received a pardon shall not be considered; No person shall be employed who has been convicted of or pled guilty or nolo contendere to any misdemeanor involving moral turpitude within 5 years preceding the date of employment; No person shall be hired with an outstanding warrant for their arrest; No person shall be hired with a pending charge in the following areas: felony, domestic violence, or misdemeanor involving moral turpitude.

Each Owner, Operator, Director, Officer and Employee shall sign a confidentiality statement agreeing to hold the records of the probation entity confidential, to be maintained in employee personnel files; Sign a statement cosigned by the probation entity director or his/her designee that the employee has received an orientation on rules as well as operations guidelines relevant to that employee's job duties which shall be maintained in employee personnel files; No person shall be employed who fails to possess, at a minimum a high school or equivalent diploma, excepting those participating in an established High School program.

All owners, directors, private probation officers, and support staff shall be registered with the Department of Community Supervision, the Board or the Council within 10 days of date of hire and comply with Rules and Regulations of the Department of Community Supervision, the Board, or the Council and shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither Contractor nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of Contractor.

Contractor shall comply with registration requirements as required by the Department of Community Supervision, the Board or the Council.

O.C.G.A. §42-8-107(b)(3) and DCS Rule 105-2-.10. Requirements for criminal records checks: Services provider shall fingerprint new individuals through GAPS within 10 day of hire. The Department of Community Supervision on behalf of the Board shall conduct a criminal records check for individuals seeking to become probation officers as provided in Code Section 35-3-34. The board shall promulgate rules and regulations relating to restrictions regarding misdemeanor convictions. An agency or private entity shall also be authorized to conduct a criminal history background check of a person employed as a probation officer or private probation officer or individuals seeking such positions. The criminal history check may be conducted in accordance with Code Section 35-3-34 and may be based upon the submission of fingerprints of the individual whose records are requested. The Georgia Bureau of Investigation shall submit the fingerprints to the Federal Bureau of Investigation under the rules established by the United States Department of Justice for processing and identification of records. The federal record, if any, shall be obtained and returned to the requesting entity or agency.

O.C.G.A. §42-8-107(b)(4) and DCS Rules 105-2-.09 and 105-2-.12. Policies and procedures for staff training:

All probation officer and staff members shall be provided with adequate training. Each private probation officer shall receive an initial 40 hours of orientation provided by contractor or third party within six months of employment, and shall receive 20 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006.

Support staff shall receive an initial 16 hours of orientation training provided by contractor or third party within six months employment, and shall receive 8 hours of continuing education provided by contractor or third party per annum as approved by the Department of Community Supervision, the Board or the Council.

Probation Officer Orientation training curriculum shall include, but will not be limited to a 5-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Support Staff Orientation training curriculum shall include, but will not be limited to a 4-hour block of instruction covering General Probation Overview and consisting of the History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Offender Management and consisting of Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

Annual in-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and the operation of the probation entity and may be provided by Contractor or a third party.

Contractor will ensure that trainers have expertise in the area of training. (A college degree or POST certification is preferred.) Probation entities shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file. These records shall be maintained for a period of not less than two years.

O.C.G.A. §42-8-107(b) (5) and DCS Rule 105-2-.08. Bonding of staff and liability insurance coverage:

Contractor shall provide and maintain during the life of this Agreement, workers' compensation insurance as required by statute, general liability insurance in the amount of Two Million Dollars ($2,000,000.00) and a surety bond (bonding of staff) in an amount of not less than Two Hundred and Fifty Thousand Dollars ($250,000.00). Contractor shall provide written notice to the Court within thirty (30) days of any material changes of insurance coverage, including cancellation. Bond shall be made with a commercial insurer satisfactory to Court and authorized to transact surety insurance in Georgia before Contractor commences work.

O.C.G.A. §42-8-107(b)(6), DCS Rule 105-2-.08. Staffing levels and standards of offender supervision: Private probationer probation officer per offender ratio shall not exceed 250 cases without staff assistance. This equates to a ratio of 1:250 (One probationer officer per 250 probationers). Contractor shall maintain a fully staffed office in each county in which courts are under contract if total assigned caseload for that county exceeds 250 active probationers. Counties with less than 250 active probationers, the Contractor may be provided with space for meeting with and the provision of services to probationers.

Special conditions of probation such as mental health conditions, counseling (including AA/NA), and community service shall be monitored for progress and offender shall be required to provide proof of attendance weekly when they report. Contractor may refer offenders to third party agencies for counseling or other services applicable to the case

Contractor shall supervise and monitor offender's to ensure compliance with all conditions of probation as set forth in the Court's order of probation. Each offender shall be required to report weekly, either in person or by telephone. After sixty (60) days of compliant behavior is demonstrated, reporting may be changed to monthly report in person or monthly report by telephone status. Provisions shall be made for offenders residing outside of the immediate area. Unemployed or underemployed offenders will be required to search for employment and provide proof via the weekly employment search log. Random drug and/or alcohol screens may be incorporated into probation supervision. Offenders will be encouraged to obtain G.E.D., remain in school, or obtain valid driver's license, if applicable.

All conditions of probation must be satisfactorily completed and monies must be paid prior to sixty (60) days of probation term end date. Upon completion of each case, a termination of probation document shall be generated by Contractor, submitted to the Court for approval, and filed with the Court.

O.C.G.A. §42-8-107(b)(7) and DCS Rule 105-2-.15. Procedures for handling the collection of all court ordered monies:
Contractor shall collect restitution, fines, court costs, surcharges, or other imposed court fees, and probation program fees at listed in Exhibit "A", attached hereto, incorporated herein, and made part hereof this Agreement, as ordered by the Court. Probation fee may incur on the first day of each month, but number of monthly fees may never exceed number of months on probation.

Offenders will be set up on a payment schedule based on their maximum sentence length, minus sixty (60) days, with a minimum monthly payment required each calendar month. Minimum monthly payment typically required on probation cases is $100.00. Payments typically are due on the 2nd Friday of each month.

Early termination cases will be provided with thirty (30), sixty (60), and ninety (90) day payoff figures and encouraged to pay off early, provided that they are otherwise compliant with all terms and conditions of probation.

Pay only probation cases shall be set up on a three month payment plan and shall not to exceed three months of supervision fees. If not paid within the three months, a modification/revocation hearing will be scheduled per O.C.G.A. § 42-8-103.

Contractor shall provide an itemized receipt for each payment received from an offender prepared in accordance with accepted accounting practices depicting the amount of payment received, breakdown of how it was applied, and balance due. In instances where payments are made other than in person, receipts shall be emailed or mailed to the offender's address on file.

Contractor shall credit payment of funds from offenders in the following order of priority: (1) offender orientation fee (2) incurred monthly probation supervision fee plus Crime Victim Fee, (3) drug/alcohol screen/test fee, (4) additional/special condition fee, (5) revocation/warrant preparation fee, (6) restitution, (7) fines, court costs, and surcharges, (8) contempt fees, and (9) warrant service fees.

Pursuant to O.C.G.A. § 17-14-8, partial payments shall be applied not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Restitution shall be paid to the victim by the tenth (10th) day of the month following collection unless the Court orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the restitution victim, payment shall be made to the Clerk of Court.

Pursuant to O.C.G.A. § 17-15-13(f), (GCVEF) in every case where an individual is serving under active probation supervision and paying a supervision fee, $9.00 per month shall be added to any supervision fee collected by any entity authorized to collect such fees and shall be paid into the fund.

Contractor shall submit a monthly report to the Court listing the offender name and case number, amount of court fines/costs and restitution ordered, the amount collected from the offender in each cash period, and balance due. The monthly reports and payments received shall be provided to the Court by the tenth (10th) day of the month following collection. Overpayments of Contractor fee shall be refunded to the offender via Contractor's company check by the tenth (10th) day of the month following case closure.

Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationer except the fees authorized by this Agreement.

O.C.G.A. §42-8-107(b)(8) and DCS Rule 105-2-.15. Procedures for handling indigent offenders to ensure placement of such indigent offenders irrespective to ability to pay.
Offenders shall be screened as to ability to pay upon intake of probation case or as circumstances arise while under supervision. Potential indigent offenders shall provide documentation, and it shall be verified by the supervising private probation officer insomuch as possible. Upon receipt and verification of documentation from the probationer, a request for direction report will be prepared by Contractor containing the offender's circumstances and forwarded to the Court. The Court shall instruct the Contractor how to proceed with the case. Regardless of ability to pay, reporting to private probation officer as directed, and being of good behavior and not violating the laws of any governmental unit shall be required.

In cases of non-compliance with monetary obligations, a Petition for Modification/Revocation of Probation shall be prepared by Contractor, and at a scheduled Modification hearing, community service may be recommended in lieu of monetary obligations by Contractor at an approved community service agency when this option is available and the offender displays the ability to perform community service. Community service hours shall be performed for the Court's Governing Authority whenever possible. Monetary obligations commuted to community service will be assessed per O.C.G.A. § 17-10-1 or as specifically ordered by the court.

When community service option is not available Contractor shall abide by written order of the Court, to waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating

factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the Court through judicial process or hearings.

O.C.G.A. § 42-8-102. Probation and supervision; determination of fees, fines, and restitution; converting moneys owed to community service; continuing jurisdiction; revocation; transfer

(a) Any court which has original jurisdiction of ordinance violations or misdemeanors and in which the defendant in such a case has been found guilty upon verdict or has pled guilty or nolo contendere may, at a time to be determined by the court, hear and determine the question of the probation of such defendant.

(b) If it appears to the court upon a hearing of the matter that the defendant is not likely to engage in an unlawful course of conduct and that the ends of justice and the welfare of society do not require that the defendant shall presently suffer the penalty imposed by law, the court in its discretion may place the defendant on probation under the supervision and control of a probation officer or private probation officer for all or a portion of the sentence or may impose a sentence upon the defendant but stay and suspend the execution of such sentence or any portion thereof. The period of probation or suspension shall not exceed the maximum sentence of confinement which could be imposed on the defendant; provided, however, that nothing in this chapter shall be construed to limit the ability of a court to toll a sentence as provided in this article.

(c) The court may, in its discretion, require the payment of a fine, fees, or restitution as a condition of probation. The provisions of Chapter 14 of Title 17 shall control in determining the amount of restitution. When probation supervision is required, the court may require the payment of a probation supervision fee as a condition of probation. In determining the financial obligations, other than restitution, to impose on the defendant, the court may consider:

(1) The defendant's financial resources and other assets, including whether any such asset is jointly controlled;
(2) The defendant's earnings and other income;
(3) The defendant's financial obligations, including obligations to dependents;
(4) The period of time during which the probation order will be in effect;
(5) The goal of the punishment being imposed; and
(6) Any other factor the court deems appropriate.

(d) The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1.

(e) (1) As used in this subsection, the term:

(A) "Developmental disability" shall have the same meaning as set forth in Code Section 37-1-1.

(B) "Indigent" means an individual who earns less than 100 percent of the federal poverty guidelines unless there is evidence that the individual has other resources that might reasonably be used without undue hardship for such individual or his or her dependents.

(C) "Significant financial hardship" means a reasonable probability that an individual will be unable to satisfy his or her financial obligations for two or more consecutive months.

(D) "Totally and permanently disabled" shall have the same meaning as set forth in Code Section 49-4-80.

(2) The court shall waive, modify, or convert fines, statutory surcharges, probation supervision fees, and any other moneys assessed by the court or a provider of probation services upon a determination by the court prior to or subsequent to sentencing that a defendant has a significant financial hardship or inability to pay or that there are any other extenuating factors which prohibit payment or collection; provided, however, that the imposition of sanctions for failure to pay such sums shall be within the discretion of the court through judicial process or hearings.

O.C.G.A. § 42-8-103. Pay-only probation; discharge or termination of probation

(a) As used in this Code section, the term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court.

(b) When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three

months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
(c) If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.
(d) When a defendant is serving pay-only probation, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society.

O.C.G.A 42-8-103.1. Serving consecutive misdemeanor sentences
(a) When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.
(b) When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

O.C.G.A. §42-8-107(b)(9). Circumstances under which revocation of an offender's probation may be recommended.
Contractor shall exhaust all attempts to remedy violations of terms and conditions of probation without Court assistance prior to requesting Court intervention. Contractor shall attempt to notify the offender of violation status by telephone, by first class mail, by text, by email, or in person. If the offender refuses to respond or remains non-compliant, contractor shall notify the offender, by first class mail, of Contractor's intention to proceed with administrative action. When the offender displays an effort to become compliant, no administrative action will be taken. When non-compliance issues persist, typically one of the following two options may be requested.

1. When the offender's effort to become complaint does not conform to what is necessary for a successful probation case outcome, a Petition for Modification/ Revocation shall be prepared and presented to the Court. If approved, court date is affixed, and Petition is sent by first class mail to the probationer's last known address.

At the Modification/Revocation hearing, recommendations typically include becoming compliant with terms and conditions of probation or the terms and conditions are modified, and a review date is set by the Court whereas the offender shall have an opportunity to remedy the violations. The offender who remedies the violations or complies with the modified order may have Court action continued, postponed, or dismissed. The offender who makes no effort to remedy the violations may have revocation, either partial or in full, recommended by private probation officer in accordance with O.C.G.A. §42-8-102(f)(4).

2. When the offender makes no effort to become compliant (refuses to report, return phone calls, or respond to written correspondence) or when offender's mail is returned and the offender's whereabouts are unknown, a delinquency report and violation of probation warrant will be prepared and presented to the Court for approval. Once arrested, the probationer will be served with Petition for Modification/ Revocation of Probation and a hearing will be held. In most cases, full revocation is recommended, in accordance with O.C.G.A. §42-8-102(f)(4).

Tolling of probation, if sentenced on or after July 1, 2015, is at the sole discretion of the Court. All probation cases shall be procedurally processed in accordance with O.C.G.A. §42-8-105.

Under no circumstances shall a warrant for the arrest of a probationer be requested by private probation officer if such probationer was not represented by counsel at sentencing unless the presiding judge specifically orders such warrant.

O.C.G.A. §42-8-107 (b)(10) and DCS Rule 105-2-.14 and .15. Reporting and record keeping requirements. Each offender shall have a case file containing order of probation, personal data sheet, and sentencing order (when provided by the court). When applicable, the probationer file shall also include community service waiver, community service time sheets, drug screen or lab testing results, AA/NA attendance logs, special conditions proof of compliance, employment search logs, and any written correspondence pertaining to the individual probationer.

All documents generated by Contractor and signed by the Court shall have a copy maintained in the probationer case file and originals shall be filed with the Court with the exception of warrants as the original is provided to the arresting agency and copy provided to the Clerk. No original documents shall be maintained in Contractor file.

Each probationer case shall be entered into a database which contains probationer personal data, case data, case notes, payment records, appointment schedule and results, and additional or special condition sentencing and compliance data.

Contractor shall maintain all probationer files in a secured area. Closed probationer case files shall me maintained for a period of two years or as required by law.

Contractor shall provide written reports monthly to the Court or as requested by the Court. Reports may include, but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected.

Contractor shall provide written quarterly reports to the Court and the Department of Community Supervision, The Board or Council in accordance with O.C.G.A. §42-8-108(a), and Contractor's records shall be open to inspection upon request in accordance with O.C.G.A. §42-8-108(b).

O.C.G.A. §42-8-108 and DCS Rule 105-2-.13. Probation Entity Reports. All probation entities shall provide the judge and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require.

(a) Probation entity quarterly activity reports shall be submitted within 15 days after the close of each calendar quarter and shall be made utilizing forms approved by MPOU. Quarterly reports must be received by MPOU as follows: 1st quarter (Jan-March) due April 15th, 2nd quarter (April-June) due July 15th, 3rd quarter (July-Sept.) due Oct. 15th, 4th quarter (Oct.-Dec.) due Jan 15th

1. If the 15th day after the close of the quarter falls on a weekend or state or federal holiday, the quarterly report shall be submitted by the following business day. MPOU in its discretion shall allow for adjustments of due dates

based on a case by case basis as long as the request for extension is received by MPOU in writing prior to the due date.

2. Failure to submit quarterly reports in a timely manner may result in sanctioning.

(b) The quarterly reports shall include the following:

1. Number of probationers under supervision;
2. The amount of fines, statutory surcharges, and restitution collected;
3. The amount of fees collected and the nature of such fees, including probation supervision fees;
4. Rehabilitation programming fees;
5. Electronic monitoring fees;
6. Drug or alcohol detection device fees;
7. Substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known;
8. Drug testing fees;
9. The number of community service hours performed by probationers under supervision;
10. A listing of any other service for which a probationer was required to pay to attend;
11. The number of probationers for whom supervision or rehabilitation has been terminated and the reason for the termination;
12. The number of warrants issued during the quarter and;
13. These reports shall be in such detail as MPOU may require.

(i) Entities shall be given 90 days advance notice of changes in reporting requirements.

O.C.G.A. §42-8-106.1, 109(2), and DCS Rule 105-2-.14. Probation Entity Records. Each probation entity must maintain the following records for the period required by law and the records must be available and accessible for inspection by the affected county, municipality, consolidated government, the court, the Department of Audits and Accounts or MPOU upon request.

(a) Required records are as follows:

1. All written contracts or service agreements for probation services;
2. All court orders for all probationers assigned to the entity for supervision;
3. All accounting ledgers and related documents;
4. All payment receipts issued to probationers for all funds received;
5. All probation case history and management reports and documents;
6. All other documents pertaining to the case management of each probationer assigned to the entity for supervision;
7. The probation entity and individual applications for registration and supporting documents submitted to MPOU;
8. All training records and individual personnel files;
9. The registration approval issued to the probation entity and individuals by MPOU; and
10. All documents related to the case management of probationers to include but not limited to case history, accounting ledgers, and payment receipts must be retained for a period required by law after the probation case closes.

O.C.G.A. § 42-8-109.2. Confidentiality of Records

(a) Except as provided in subsection (a) of Code Section 42-8-108 and subsection (b) of this Code section, all reports, files, records, and papers of whatever kind relative to the supervision of probationers by a private corporation, private enterprise, or private agency contracting under the provisions of this article or by a county, municipality, or consolidated government providing probation services under this article are declared to be confidential and shall be available only to the affected county, municipality, or consolidated government, or an auditor appointed by such county, municipality, or consolidated government, the judge handling a particular case, the Department of Audits and Accounts, the Department of Corrections, DCS, the State Board of Pardons and Paroles, or the board.

(b) (1) Any probationer under supervision under this article shall:

(A) Be provided with a written receipt and a balance statement each time he or she makes a payment;

(B) Be permitted, upon written request, to have a copy of correspondence, payment records, and reporting history from his or her probation file, one time, and thereafter, he or she shall be required to pay a fee as set by DCS; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure; and

(C) Be permitted, upon written request to DCS, to have a copy of the supervision case notes from his or her probation file when the commissioner of community supervision authorizes the release of such information in a written order; provided, however, that the board shall promulgate rules and regulations clarifying what confidential information may be withheld from such disclosure.

(2) When a probationer claims that information is being improperly withheld from his or her file, the probationer may file a motion with the sentencing court seeking an in camera inspection of such file. The probationer shall serve such motion on the prosecuting attorney and probation officer or private probation officer as appropriate.

(3) The following shall be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50:

(A) The board's rules and regulations regarding contracts or agreements for the provision of probation services;

(B) The board's rules and regulations regarding the conduct of business by private entities providing probation services as authorized by this article;

(C) The board's rules and regulations regarding county, municipal, or consolidated governments establishing probation systems as authorized by this article; and

(D) The rules, regulations, operating procedures, and guidelines of any private corporation, private enterprise, or private agency providing probation services under the provisions of this article.

(c) In the event of a transfer of the supervision of a probationer from a private corporation, private enterprise, or private agency or county, municipality, or consolidated government providing probation services under this article to DCS, DCS shall have access to any relevant reports, files, records, and papers of the transferring entity.

O.C.G.A. §42-8-106.1, 109.2 and DCS Rule 105-2-.16. Transfer of Probation Supervision.

Probation case supervision may be transferred from one probation entity to another with the approval of the court of original jurisdiction and/or as provided by Interstate Compact.

(a) The Sending Probation Entity. The sending probation entity will be responsible for contacting the receiving probation entity and determining if the transfer is feasible. The sending probation entity shall provide the court of original jurisdiction with necessary information for consideration of the transfer.

(b) Approval of the Transfer. Upon approval of the transfer, the sending probation entity will instruct the probationer in writing as to where and when to report to the receiving probation entity and will forward a case management package to the receiving probation entity. The package should include: a copy of the sentence, a copy of all case history information and a statement of financial obligations and collections to date.

(c) Transfer of Cases Involving Financial Collections. When a case is transferred from one probation entity to another, the sending probation entity remains responsible for the collection of all original fines, fees and surcharges, with the exception of monthly probation supervision fees unless otherwise ordered by the court.

(i) Monthly probation fees collected and retained by the sending probation entity shall not exceed an amount equal to the number of months that the probationer was actually supervised. As of the date of transfer, monthly probation supervision fees shall be collected and retained by the receiving probation entity.

(ii) The sending probation entity will remain responsible for the collection of all other financial obligations and is responsible for instructing the probationer regarding forwarding scheduled financial payments back to the original probation entity unless otherwise ordered by the court.

(d) Probation Violations by Transferred Probationers. When violations occur during supervision by the receiving probation entity, it is the responsibility of the receiving probation entity to investigate and report back to the sending probation entity in order for the court of original jurisdiction to be informed unless otherwise ordered by the court.

(e) If the probationer fails to report or the case is determined to be unacceptable to the receiving probation entity, the receiving probation entity should contact the sending probation entity in an effort to resolve the problem. If

the situation cannot be resolved, the case management package should be returned to the sending probation entity with sufficient documentation of the problem and the original sending probation entity should inform the court of original jurisdiction of the situation unless otherwise ordered by the court.
(f) If probation violations occur subsequent to a transfer, the sending probation entity and the court of original jurisdiction retains responsibility to pursue appropriate follow-up action unless otherwise ordered by the court.
(g) Sentence Expiration. When the terms of the probation sentence expire for a transferred probationer, the receiving probation entity will forward a brief confirmation report back to the original sending probation entity confirming that probation supervision has been terminated. In accordance with court policy, the sending probation entity shall inform the court that probation supervision has been terminated.
(h) Transfer of Probation Supervision into and Out of State. Probation case supervision will be transferred from a probation entity to a probation office or probation entity between states according to the requirements of the Interstate Compact for Adult Offender Supervision.
(i) All probation entities and individuals shall abide by the Interstate Compact statute O.C.G.A. §42-9-81.

O.C.G.A. §42-8-107(b)(11) Default and contract termination procedures:
During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services. Contractor shall commence performance upon the approval by the Governing Authority. This Agreement shall expire the **31st day of December, 2024.**

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately without cause or for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy.

In the event that the court determines that there are deficiencies in the services provided by Contractor hereunder, the Court may notify the Contractor in writing as to the exact nature of such deficiency. Within thirty (30) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies to the Court's satisfaction, the Court may declare the Contractor in default and the Court may terminate this Agreement.

The Court will decide if the existing caseload is to be transferred. Should it be decided that the caseload is to be transferred, Contractor, within thirty (30) days of termination, shall generate an order of transfer listing all probationers. Probation order, payment history, and personal data records will accompany the order to transfer. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Should it be decided not to transfer the existing caseload, Contractor will work the caseload until completion of existing sentence guidelines.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following:

Payment for Contractors Services as Condition of Probation, Responsibility of Probationer:
The Court shall not be liable for payment of any supervision fee or any program fee of an offender.

The Court shall make payment of the probation program fee(s) as listed in Exhibit "A", a term and condition of probation for each offender assigned for supervision to Contractor unless the Court determines the offender to be indigent.

Access to Criminal Histories:
The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested by the Court.

Notice of Court Sessions:
The Court shall provide Contractor three (3) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail to P.O. Box 1065, Nahunta, GA 31553, by fax to 912-462-6027, by telephone to 912-462-7958 or by email to Cbyrd@SatillaProbation.com.

Indemnification:
Neither the State, the Court, nor its Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, or agents in the performance of services conducted on the property of the Court's Governing Authority. Contractor agrees that Contractor shall indemnify and hold harmless the State, the Court and its Governing Authority from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by Contractor or its employees or agents under the terms of this Agreement.

Time is of the Essence of this Agreement.

Compliance with the Law:
The Contractor shall comply with all federal, state and local laws, statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

Independent Contractor:
Contractor is an independent contractor and is not an agent, joint venture or other affiliate of the Court or its Governing Authority in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and its Governing Authority from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or its Governing Authority to their respective employees.

Entire Agreement:
This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

Binding Agreement:
This Agreement shall not be binding upon any successor to the undersigned Judge of the **Superior Court of Brantley County** unless ratified by the successor in office. If a successor attains the position of undersigned Judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within thirty (90) days of taking the oath of office.

Notice:
Any notices made in accordance with this Agreement shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor:
Satilla Probation Management Corp.
10784 Main Street North
P.O. Box 1065
Nahunta, Georgia 31553
912-462-7958

Court:
The Superior Court of Brantley County
P.O. Box 1067
Nahunta, Georgia 31553
(912) 462-5635

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE 6th **DAY OF** November, 2020

PROBATION SERVICES CONTRACTOR:

Catherine C Byrd
Name: Catherine C. Byrd
Title: President, Satilla Probation Management Corporation

SUPERIOR COURT OF BRANTLEY COUNTY:

Dwayne H. Gillis
Dwayne H. Gillis
Chief Judge, Waycross Judicial Circuit, State of Georgia

Pursuant to O.C.G.A. §42-8-101, this Agreement is entered into and approved by the Court's Governing Authority on the 3rd day of December, 2020.

Chris Harris
By:

Chris Harris Chairman
Name and Title

Rene J Herrin
Attest:

Rene T. Herrin
Name and Title

Exhibit "A"
Satilla Probation Management Corporation
Program Fee Schedule
(All program fees are the sole responsibility of the offender.)

Court Service/ Offender Orientation ($25.00 one-time fee):
Staff attends court, completes offender personal history document, prepares Order of Probation, and instructs the offender on all terms and conditions of probation and initiates the collection of court and program costs.

Community Supervision ($50.00 per month):
An ongoing offender monitoring program which accounts for the activities of offenders sentenced to probation. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required.

Pretrial Diversion ($50.00 per month):
An ongoing offender monitoring program which accounts for the activities of offenders entering a pretrial diversion. Individual files are established, and records are maintained for reports of program participation as ordered by the Court. The offender supervision may vary in intensity and type of contact required

Coordinate Special or Additional Conditions ($10.00 per month):
Staff will coordinate all activities for those offenders who are ordered to perform or comply with special/additional conditions. This fee shall be assessed on offender cases for arranging, monitoring compliance, and verification of community service work, mandatory jail time, attendance at court ordered counseling (including but not limited to, AA/NA, FVIP, Mental Health, and Substance Abuse Counseling). Records of program participation and completion will remain in the offenders file. This fee will only be incurred until such time as proof of completion of the condition is provided to the Contractor.

Drug/Alcohol Testing or Screening ($25.00 per test):
As a condition of probation, random or monthly drug/alcohol screening or testing may be required for individuals on probation or as ordered by the Court. Test results may constitute change in the frequency and type of testing/screening.

Rev/War Fee ($20.00 per revocation/modification petition or violation of probation warrant):
A revocation/warrant preparation fee shall be assessed to an offender's case at such time that a probation revocation/modification hearing date is set by the Court (hearing date scheduled), or violation of probation warrant is issued by the Court. All documents shall be prepared by Contractor. Each new petition or warrant will incur this fee. Postponements and review hearings will not incur this fee.

Additional costs and fees collected and forwarded to agencies by the 10th of the month following collection:

Victim Compensation Supervision Probation Fees ($9.00 per month):
A nine dollar ($9.00) fee shall be collected for each month in which a fee for supervision services has been collected.

Fines and Restitution: Fines, costs, surcharges, and restitution shall be collected when ordered by the Court.

Warrant/Sheriff Service Fee ($25.00 per warrant):
When so requested by the Court, a warrant service fee may be assessed to the offender each time a warrant is issued by the Court and is payable to the agency as determined by the court.

Contempt Fee:
The Court may require a Contempt of Court fee in the amount of $ ___. This fee, when collected from the offender, is forwarded to the Court by the 10th day of the month following collection.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY Brantley County, hereinafter referred to as the "Applicant",

1. That the Designated Official, Southern Georgia Regional Commission hereinafter, referred to as the "Official" is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act.
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2021 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.

7. That the applicant has or will have available the required non-federal funds to meet local share requirements for this grant application, and will reimburse the Official for any local share requirements on a proportional basis.

APPROVED AND ADOPTED this 6th **day of** January**, 2021.**

Chris Harris, Chairman
Brantley County Board of Commissioners

Signed, sealed and delivered this 6th **day of** January**, 2022 in the presence of**

Rebecca Thornton
Witness

Kendal Lewis
Notary Public/Notary Seal

KENDAL LEWIS NOTARY PUBLIC Exp. Sept. 16, 2025 BRANTLEY COUNTY, GA

CERTIFICATE

The undersigned duly qualified and acting County Clerk of Brantley County, Georgia certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on January 6, 2022.

Rene' T. Herrin
Rene' T. Herrin, County Clerk

(Place Seal Here)

BRANTLEY COUNTY COMMISSION
February 1, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on February 1, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Herndon seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only
No one spoke

Public Participation – Speakers added to public participation agenda
Jack Style – Paving Tyson Road – Not in attendance

Regular Agenda

1. Consideration of Waynesville VFD using prior year funds

Mr. Andrew Hagerstrom, Waynesville VFD Chief, addressed the Board concerning the purchasing of a 1994 Freightliner FL170; Mr. Hagerstrom stated he went to see the vehicle and the vehicle is in good shape and the price was reduced to $28,000.00. Mr. Hagerstrom would like to request funding from prior year fund balance in the amount of $40,000.00 to purchase and to equip the vehicle. Regular Agenda

2. Consideration of Resolution of ACCG 401(a) Defined Contribution Plan

The County Attorney stated he has looked over the plan and sees no problem with this. Regular Agenda

3. Consideration of fiscal agent designation and acceptance agreement for Family Connection

The County Clerk informed the Board this is an annual renewal with Family Connection for the County to accept being the fiscal agent to be responsible for all financial correspondences and payments. Regular Agenda

4. Discussion of court ordered community service programs

Commissioner Mobley would like to check into this matter for community service programs. The County Clerk stated that she will contact Satilla Probation and see how this can be implemented.

5. Executive Session – Litigation

Commissioner Mobley made a motion to go into executive session. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was litigation; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

13. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
February 3, 2022
Regular Meeting
6:00 PM

The Brantley County Board of Commissioners held a regular meeting on February 3, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Randy Davison and Hal Herndon, Board Members and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the January 2022 minutes. Commissioner Herndon seconded the motion. All in favor. Motion carried.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

REGULAR AGENDA

1. Consideration of Waynesville VFD using prior year funds

The County Clerk informed the Board that Mr. Andrew Hagerstrom , Chief of Waynesville VFD, has requested $40,000.00 from WVFD prior year funds to purchase and equip a 1994 Freightliner FL70. Commissioner Hendrix made a motion to approve the request from prior year funds.
Commissioner Davison seconded the motion. All in favor. Motion carried.

2. Consideration of Resolution of ACCG 401(a) Defined Contribution Plan

The County Clerk stated this is a resolution required by ACCG that is renewed every few years. The County Attorney has looked over this plan and is good with the resolution. Commissioner Herndon made a motion to approve the resolution. Commissioner Mobley seconded the motion. All in favor. Motion carried.

3. Consideration of fiscal agent designation and acceptance agreement for Family Connection

The County Clerk stated this is a yearly renewal with Family Connection for the County to receive all financial correspondence and payments relating to the fund. Commissioner Mobley made a motion to approve the agreement with Family Connection. Commissioner Davison seconded the motion. All in favor. Motion carried.

4. Executive Session – Litigation/Attorney Client potential litigation

Commissioner Mobley made a motion to go into executive session. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was litigation and attorney client potential litigation; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Herndon seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

5. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
Called Meeting
February 15, 2022
3:00 PM

The Brantley County Board of Commissioners held a called meeting for the purpose of an executive session concerning litigation on February 15, 2022.

Present were Chris Harris, Chairman, Jesse Mobley, Hal Herndon and Randy Davison, Board Members. Also present was County Attorney, Deen Strickland. Commissioner Hendrix was absent.

Chairman Harris called the meeting to order; Commissioner Herndon gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Herndon seconded the motion. All in favor. Motion carried.

Commissioner Mobley made a motion to go into executive session. Commissioner Herndon seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was litigation; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Davison seconded the motion. All in favor. Motion carried. Chairman Harris stated that information was received no action taken.

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin, County Clerk

WAYNESVILLE VOLUNTEER FIRE RESCUE DEPT

HEADQUATERS STA 1 489 TYSON RD WAYNESVILLE, GA 31566 (912)-778-4428
EMERGENCY DIAL 911

CHIEF ANDREW HAGERSTROM
(912)-223-5537 WVFDCHIEF501@GMAIL.COM

To: Brantley County Board of Commissioners

The WVFD would like to purchase a 1994 Freightliner FL70 for $30,000. We request the approval using previous years funds for this purchase. This truck will replace a truck that is having mechanical issues and will be down for an extended period of time. The FL 70 truck meets our needs, but will need upgrades prior to being put in service. The lighting and radios will be upgraded; this cost will be approx. $15,000. We are asking for $45,000 to purchase this truck and upgrade the necessary equipment. Attached are three bids for this equipment and comparable alternatives.

THANK YOU,

Andrew Hagerstrom

Chief Waynesville Volunteer Fire Rescue

912-223-5537

Wvfdchief501@gmail.com

BRINDLEE MOUNTAIN
FIRE APPARATUS, LLC

Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 12759
Price: $39,900

1994 Pierce International Pumper

- 1994 Pierce International Pumper
- International Chassis
- International DT466 Diesel Engine
- Allison Automatic Transmission
- Waterous 1250 GPM Top-Mount Pump
- 1000 Gallon Polypropylene Tank
- Engine Hours: 1,446
- Mileage: 21,170
- Additional equipment not included with purchase unless otherwise listed.
- Length: 29' 5"
- Height: Truck Height: 91

Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com

BRINDLEE MOUNTAIN
FIRE APPARATUS, LLC

Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 14011
Price: $49,900

1996 E-One Ford Commercial Pumper

- 1996 E-One Ford Commercial Pumper
- 1000 Gallon Tank
- Rear Discharges: (2) 2 1/2"
- Ground Ladders: 14' and 24'
- Air Horn
- Ford Chassis
- Driver's Side Discharges: (2) 2 1/2"
- Crosslays/Speedlays: Crosslays: (2) 1 3/4"
- Additional equipment not included with purchase unless otherwise listed.
- Hale 1250 GPM Top-Mount Pump
- Officer's Side Discharge: (2) 2 1/2"
- Briggs Stratton 3KW Generator
- GVWR: 35,000

Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com

RESOLUTION TO ADOPT AMENDED AND RESTATED ACCG 401(a) DEFINED CONTRIBUTION PLAN FOR BRANTLEY COUNTY EMPLOYEES

WHEREAS, Brantley County, Georgia (the "Employer") has previously adopted the Association County Commissioners of Georgia (ACCG) 401(a) Defined Contribution Plan for Brantley County Employees (the "Plan") through an Adoption Agreement;

WHEREAS, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the "DC Board") pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the "Master Trust"), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

WHEREAS, ACCG has amended and restated the ACCG 401(a) Defined Contribution Plan Document and the accompanying Adoption Agreement to reflect changes in applicable law and has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and Adoption Agreement (the "2020 IRS Pre-Approved Plan Documents"); and

WHEREAS, the Employer desires to amend and restate its Plan by adopting the 2020 IRS-Preapproved Plan Documents.

NOW THEREFORE, at a meeting held on the 3rd day of February, 2022, the Brantley County Board of Commissioners hereby resolves as follows:

RESOLVED that the Brantley County Board of Commissioners hereby approves the adoption of the attached amended and restated ACCG 401(a) Defined Contribution Plan for Brantley County Employees, consisting of the ACCG Basic Plan Document and the accompanying Adoption Agreement which reflects the elections made by the Employer under the provisions of the amended and restated Plan.

FURTHER RESOLVED that, except as otherwise specifically provided therein, the effective date of the amended and restated Plan shall be January 1, 2022.

FURTHER RESOLVED that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

BRANTLEY COUNTY BOARD OF COMMISSIONERS

By: _____
Chair, Brantley County Board of Commissioners

Date: February 3, 2022

Attest:

By: _____
County Clerk

Fiscal Agent Designation and Acceptance Agreement **COUNTY: Brantley**

The Brantley County Board of Commissioners agrees to serve as the Fiscal Agent for the Brantley County Family Connection, Inc. for the period of July 1, 2022 through June 30, 2023.

The Fiscal Agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made and 5) agree the local Family Connection collaborative governing body is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the Fiscal Agent's own policies and procedures.

Family Connection Collaborative Chairperson:

DocuSigned by:
Zina Ponsell
5B29D3D18A754EA...
Signature2

Print Name: Zina Ponsell

02/11/2022
Date2

Fiscal Agent:

Fiscal Agent's fiscal year end date (month and day): December 31

DocuSigned by:
Rene Herrin
6FCB677052264F2...
Signature1

Print Name: Rene Herrin

Title: County Clerk

02/11/2022
Date1

Family Connection Coordinator:

DocuSigned by:
Laura Kelley
C80265FD90A640A...
Signature3

Print Name: Laura Kelley

02/11/2022
Date3

BRANTLEY COUNTY COMMISSION
March 1, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on March 1, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only
No one spoke

Public Participation – Speakers added to public participation agenda
Sheila Spinelli - David's Trail
Jann Stigal – David's Trail
Karen Harris – David's Trail
William Reynolds – Beaver problem Howard Crossing

Ms. Shelia Spinelli stated that the Road Department came out and did an excellent job on the road. She stated that there is still a problem the Residents behind her have built up the land where they live and the water is coming down on her property; there are two (2) neighbors who do not have culverts.

Ms. Karen Harris stated that there is a cul de sac on the road and the trash truck is using her driveway to back into; the cul de sac needs to be bigger.

Mr. William Reynolds stated there is a beaver problem on Howard Crossing and the water is backing up and running over the road.

Regular Agenda

1 Consideration of Board appointments
Tax Assessor Board (2) – David Butler
Recreation Advisory Board – Jeffery Riggins
Department of Family and Children Services – Bessie Cohen

The County Clerk informed the Board that the names submitted have been contacted and would like to be considered by the Board. Consent Agenda

2. Consideration of hiring of Interim County Manager

The County Clerk stated that interviews were held last week and the recommendation for the Board to consider is to hire Charles Scragg as Interim County Manger in the amount of $62,400.00. Regular Agenda

3. Consideration of recreation master plan bids

The County Clerk informed the Board that three (3) bids were received:

Roberts' Civil Engineering	$ 8,900.00
Lancore Engineering	22,500.00
GWES Engineering	33,960.00

Commissioner Davison asked as to why there was such a big difference. Commissioner Herndon stated that the bids were all bidded on the same level. Regular Agenda

4. Consideration of resolution with City of Nahunta – Jail Fund

The County Attorney stated this is a resolution that needs to be tabled at this time for more discussion with the City of Nahunta.

5. Consideration of amendment to "Alcoholic Beverages Sale and Licensing Ordinance"

The County Attorney stated that the County Clerk talked with him concerning the changing of fees; there were lines drawn on the original ordinance with the fees changed back in 2004 and 2007. The County Clerk could not find where the changes were amended in a meeting. The County Attorney has drawn up an amendment with the changes in the fees. Regular Agenda

6. Consideration of purchase of two dump trucks

Commissioner Davison stated that this is the trade in program the County had started. Commissioner Davison stated that only two (2) quotes were received, other dealers did not reply. Commissioner Mobley stated at least we did try to contact other dealers. Commissioner Davison would like for the Board to consider buying the Mack trucks. Regular Agenda

7. Executive Session – Litigation

Commissioner Mobley made a motion to go into executive session. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was litigation; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

13. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
March 3, 2022
Regular Meeting
5:00 PM

The Brantley County Board of Commissioners held a regular meeting on March 3, 2022, 5:00 PM, at the Board of Education Facility, Nahunta, GA.

Present were Chairman Chris Harris, Brian Hendrix, Jesse Mobley, Randy Davison and Hal Herndon, Board Members and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the February 2022 minutes. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

CONSENT AGENDA

Consideration of Board appointments
Tax Assessor Board (2) – David Butler
Recreation Advisory Board – Jeffery Riggins
Department of Family and Children Services – Bessie Cohen

Commissioner Mobley made a motion to approve the consent agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

AGENDA

1. Consideration of hiring of Interim County Manager

The County Clerk advised the Board that interviews were held last week and the recommendation to the Board to consider the hiring of Mr. Charles Scragg as Interim County Manager in the amount of $64,200.00. Commissioner Davison made a motion to approve the hiring of Mr. Scragg as Interim County Manager in the amount of $64,200.00. Commissioner Herndon seconded the motion. All in favor. Motion carried.

COMMISSION OF TAX ASSESSOR

TO WHOM IT MAY CONCERN:

The undersigned, Clerk of the Superior Court of Brantley County, does hereby certify that the following order appears of record in her office, to-wit:

ORDER OF APPOINTMENT TO BOARD OF TAX ASSESSORS

TO: David Butler, Greetings:

By action of the Board of Commissioners of Brantley County, the governing authority of Brantley County, Georgia, you are hereby appointed as a member of the Brantley County Board of Tax Assessors.

Your term under this appointment shall commence on April 3, 2022, and expire on April 3, 2026, unless earlier terminated under provisions of law.

You shall begin your service upon taking the oath as required by law before the Clerk of the Superior Court.

This the 3rd day of March, 2022.

BOARD OF COMMISSIONERS OF BRANTLEY COUNTY

ATTEST: Rene' T. Herrin
Rene' T. Herrin, County Clerk

By: Chris Harris
Chris Harris, Chairman

I further certify that the said appointed Tax Assessor of said County has taken the Oath required by law.

WITNESS my hand and the seal of my office, this 30th day of March, 2022.

Debbie Surmans
Clerk of Superior Court, Brantley County

SUPERIOR COURT SEAL BRANTLEY COUNTY GA

Satilla Fields Recreation Complex

Master Plan Bids

1.	Roberts' Civil Engineering	$ 8,900.00
2	Lancore Engineering	$22,500.00
3.	GWES Engineering	$33,960.00

RESOLUTION

WHEREAS, the City of Nahunta has requested the right to have City prisoners detained in the Brantley County Jail and, for this service to pay over to the County all funds collected by the City for the imposition of an additional ten percent (10%) penalty under the Jail Construction and Staffing Act (O.C.G.A. 15-21-90, et seq.) and,

WHEREAS, upon consideration and in consultation with the Sheriff of Brantley County, the Board of Commissioners find it to be appropriate under specified conditions for city

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Brantley County, Georgia, that the Chairman and Clerk of this Commission are authorized and directed to execute an agreement with the City of Nahunta for the housing of prisoners for the City of Nahunta in the Brantley County Jail, which agreement has been presented to and approved by the Board of Commissioners.

This the _____ day of _____, _____.

BOARD OF COMMISSIONER OF
BRANTLEY COUNTY, GEORGIA

By: _____
Chairman

By: _____
Vice Chairman

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

ATTEST: _____
Clerk

GEORGIA, BRANTLEY COUNTY

AN AMENDMENT TO ALCOHOLIC BEVERAGES SALE & LICENSING ORDINANCE

COME NOW the Board of Commissioners of Brantley County, Georgia, as the governing authority of said County, a political subdivision of the State of Georgia, and hereby adopts this Amendment to its Alcoholic Beverages Sale & Licensing Ordinance as follows:

1.

WHEREAS, the County of Brantley did, on April 14, 1998, adopt an Alcoholic Beverages Sale & Licensing Ordinance, setting out in **Section 11.** provisions for certain fees for the license year commencing January 1, 1998, and ending December 31, 1998, and for each year thereafter until changed by action of the Board of Commissioners, that there is levied and imposed a special privilege and license fee, and an excise tax in the amount equal to the following:

(a) Annual License Fee Upon Each Retail Distilled spirits. Malt beverages and/or Wine Dealer

(1) License fee upon each retail malt beverages and wine dealer "For On Premises Consumption: of $270.00 payable at the time the license is issued.

(2) License fee upon each retail malt beverage and wine dealer "For Off Premises Consumption Only" of $270.00 payable ta the time the license is issued.

(3) License fee upon each retail dealer of distilled spirits "For Off Premises Consumption Only" of $1,470.00 payable at the time the license is issued, and,

2.

WHEREAS, the Board of Commissioners subsequently increased the fees set out in

Section 11. subparagraphs (a) (1), (2) and (3) from the amounts as originally set out, therefore, the Board of Commissioners, now with the adoption of this Amendment, are desirous of setting forth the increased amounts previously adopted, so as to provide Nunc Pro Tunc, for the said increased amounts and effective dates so that when Amended, **Section 11.** shall be amended to provide in subsections (a): (1) and (2), effective, upon the adoption of this Amendment, Nunc Pro Tunc to January 1, 2004:

(a) Annual License Fee Upon Each Retail Distilled spirits. Malt beverages and/or Wine Dealer:

(1) License fee upon each retail malt beverages and wine dealer "For On Premises Consumption" of $350.00 payable at the time the license is issued.

(2) License fee upon each retail malt beverage and wine dealer "For Off Premises Consumption Only" of $350.00 payable at the time the license is issued, and,

Upon the adoption of this Amendment, Nunc Pro Tunc to January 1, 2007, **Section 11.** subsection (a): (3) shall read as follows:

(3) License fee upon each retail dealer of distilled spirits "For Off Premises Consumption Only" of $2,000.00 payable at the time the license is issued.

WHEREFORE, this Amendment is Resolved and Adopted this 3rd day of March, 2022.

The Brantley County Board
of Commissioners

Chris Harris, Chairman

Brian Hendrix, Vice Chairman

SIGNATURES CONTINUED ON NEXT PAGE

Jesse Mobley, Member

Randy Davison, Member

Hal Herndon, Member

Attest: _____
Rene' Herrin
County Clerk

(SEAL)

CUSTOMER PROPOSAL

PREPARED FOR

BRANTLEY COUNTY BOC
33 ALLEN RD
NAHUNTA
GA 315532012

DATE

2/10/2022

PREPARED BY

TOM GRADDY ENTERPRISES OF SAVANNAH, LLC
5502 EXPORT BLVD
GARDEN CITY
GA 314089759

QUOTE INFORMATION

VANG20210004-6C204
GRANITE 64FR
Qty 2

PREPARED FOR

BRANTLEY COUNTY BOC
33 ALLEN RD
NAHUNTA
GA 315532012

DATE

2/10/2022

PREPARED BY

TOM GRADDY ENTERPRISES OF SAVANNAH, LLC
5502 EXPORT BLVD
GARDEN CITY
GA 314089759

QUOTE INFORMATION

VANG2021000416C204
GRANITE 64FR
Qty: 2

Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack model configured for your application. Every proposed spec from Mack is prepared with lowest total cost of ownership and highest return on investment as the key objectives for our customers.

This reflects Mack's focus on application excellence to deliver uptime and fuel economy, reduced maintenance, driver satisfaction, productivity and high resale value. The enclosed spec and recommendations have been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of dealer service locations. I think that after reviewing this proposal you will realize why Mack is "The American Truck You Can Count On."

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Yours sincerely

JOE PIERSON

TOM GRADDY ENTERPRISES OF SAVANNAH, LLC

TECHNICAL SPECIFICATION

GRANITE 64FR

	APPLICATION PACKAGES		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	MPK07K	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, LH BATTERY BOX, 6.6 GALLON (25L) SLEEVED DEF, 22" SLEEVED LH FUEL TANK	0	0	0

	CUSTOMER/VEHICLE INFO		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	002EF2	CHASSIS (BASE MODEL)	GRANITE 64FR	4,844	1,813	0
S	99X93X	ASSEMBLY PLANT	Made in Macungie, PA USA	0	0	0
	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0	0
	013002	TYPE OF SERVICE	MUNICIPAL	0	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	US - WARRANTY REGISTRATION LOCATION	0	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0	0
S	DHX10X	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	0	0	0
	0050L5	VEHICLE USE & BODY/TRAILER TYPE	DUMP TRUCK	0	0	0
	2KEZ1X	TRAILER TYPE	WITHOUT TRAILER TYPE	0	0	0
S	DKX99X	GROSS COMBINATION WEIGHT (CA in PC29 only)	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0	0	0
S	7OBB1X	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)	0	0	0
	QCXB1X	TOPOGRAPHY	GRADES <6% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 16%	0	0	0
S	E1BD1X	AMBIENT TEMP UPPER LIMIT (GTA)	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR	0	0	0
S	032A89	TERRAIN GRADE	ON-OFF HIGHWAY, STARTING GRADES<18%	0	0	0
S	033A10	LOADING SURFACE	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0	0
	0342A2	VEHICLE VOCATION	CONSTRUCTION SERVICE	0	0	0

	ENGINE/TRANSMISSIONS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	1000W0	ENGINE PACKAGE, COMBUSTION	MP7-425M MACK 425HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1560 LB-FT, US'17	1,855	463	2,670
S	3GCB1X	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION	0	0	0
	13605I	TRANSMISSION	4500 RDS R 6 SPD ALLISON GEN 5, W/PROG, W/OUTPUT RETARDER	790	265	20,208
S	V4EZ9X	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT	0	0	0

	EXHAUST/EMISSIONS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	CIRAA2	CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, BASIC	0	0	0

TECHNICAL SPECIFICATION *(cont.)*

	EXHAUST/EMISSIONS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	DPF04F	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0	0	0
S	MCF07F	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER	0	0	0
S	DF10O1	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD	89	31	0
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	-35	-17	377
	KRXAPX	EXHAUST STACK HEIGHT	9' 6" FROM GROUND	0	0	0
	Q0AC1X	EXHAUST SYSTEM MATERIAL FINISH	SINGLE, BRIGHT FINISH HEAT SHIELD, STACK AND SCR COVER (IF EQUIPPED)	0	0	97
	78ADAX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2022	0	0	0

	ENGINE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	125045	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD	0	0	0
S	121AA5	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER	0	0	0
S	1130L3	AIR COMPRESSOR/DRYER	WABCO AIR DR SS-HP AIR DRYER W/ WABCO 318 (18.7 CFM) AIR COMPRESSOR	0	0	0
S	KOXA1X	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD	0	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0	0
S	316AA6	BATTERIES	(3) MACK 12V 650/1950 CCA THREADED STUD TYPE	0	0	0
S	393AA2	BATTERY BOX - MOUNTING (x)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)	-8	-4	0
	L5XF1X	BATTERY BOX COVER	POLISHED ALUMINUM	5	0	78
S	NCXA5X	STARTER MOTOR	12 VOLT DELCO 39MT-MXT	31	0	0
S	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH	0	0	0
S	JMXB1X	ENGINE BRAKE LIGHTING (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)	0	0	0
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0	0
S	119AI9	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER	0	0	0
	H9XK1X	RADIATOR TYPE	RADIATOR, CORE AREA W/O FEPTO 1345sq in (86sq dm), CORE AREA W/ FEPTO 1296sq in (83sq dm)	0	0	0
S	124AA3	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES	0	0	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE W/ HOT RECIRCULATION (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0	0
S	MBXA1X	PRIMARY FUEL FILTER POSITION (CA)	STANDARD FUEL FILTER POSITION	0	0	0
S	MCA00A	ENGINE HEATERS	NO COLD WEATHER STARTING AIDS PROVIDED	0	0	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0	0
	36AD1X	TETHER DEV PKG, CAPS & COVERS	CAP RETAINER FOR OIL FILL & RADIATOR OVERFLOW TANK, BATTERY BOX, AND TOOL BOX (IF FURNISHED)	0	0	35
S	2YBZ1X	ENGINE STOP, EMERGENCY (CA in PC29 only)	WITHOUT ENGINE STOP, EMERGENCY	0	0	0

TECHNICAL SPECIFICATION *(cont.)*

	CLUTCH/TRANS EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	492007	GEAR SHIFTER	ALLISON DASH MOUNTED SHIFTER W/NEUTRAL TO RANGE INHIBIT (HD SERIES)	0	0	0
S	MCB05B	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM	0	0	0
	195AB3	DRIVELINE - MAIN	SPICER 1810 HD W/COATED SPLINES (PROPS-L)	16	16	-673
	204AA8	DRIVELINE - INTERAXLE	SPICER 1810 W/COATED SPLINES	0	31	-212
	76AA1X	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT HALF-ROUND TYPE	0	0	0
S	8WAAAX	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT	0	0	0
S	4LDA1X	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC	0	0	0
S	RCXB1X	BELL HOUSING	ALUMINUM	0	0	0
	7RXAEX	LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS	0	0	454
	139AA7	TRANSMISSION OIL COOLER	ALLISON TRANSMISSION W/DIRECT MOUNT COOLER	0	0	0

	FRONT AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	240AA2	FRONT AXLE	18000# (8200 KG) MACK FXL18 (WIDE PIVOT CENTER) STRAIGHT SPINDLE/UNITIZED BEARINGS	325	0	0
S	244AB1	SPRINGS - FRONT	MACK TAPERLEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS	27	0	0
	241021	FRONT AXLE BRAKES	BENDIX NEXT GENERATION DRUM BRAKE, HEAVY DUTY 16.5 X 6 (9.65mm thick)	34	0	-121
S	U3XA1X	BRAKE, FRONT	CAST IRON	0	0	0
	UDXA1X	FRONT AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR FRONT AXLE	5	0	28
	U0AB1X	FRONT BRAKE ADJ. MANUFACTURE	MERITOR - AUTOMATIC	3	0	0
S	V7AD1X	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM	0	0	0
S	0KXA1X	HUB MATERIAL, FRONT	FERROUS	157	0	0
S	1KAA1X	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE	0	0	0
S	245AA9	STEERING	SHEPPARD SD110	111	0	0
S	7VXC1X	LUBRICANTS, FRONT AXLE	PETROLEUM/SYNTHETIC (50/50) OIL FRONT AXLE	0	0	0

	REAR AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	268AA3	REAR AXLE	44000# (20000kg) MACK S440 FABRICATED STEEL HOUSING	0	1,445	1,925
S	6MAA1X	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE	0	0	0
S	018AA6	CARRIER - REAR AXLE	CRDP150/151 AVAILABLE WITH OPTIONAL DRIVER CONTROLLED INTERWHEEL DIFFERENTIAL LOCKS, SEE 254 SYMBOL	0	0	0
	TAXAWX	REAR AXLE RATIO	4.19 RATIO	0	0	0
	1860H6	REAR SUSPENSION	SS44 MACK CAMELBACK MULTILEAF 44,000 lb, STANDARD DUTY	0	1,921	349
S	XZXA1X	REAR SUSP. BEAM BUSHINGS	BRONZE	0	36	0
S	GWXABX	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)	0	9	0

TECHNICAL SPECIFICATION *(cont.)*

	REAR AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	2AAABX	REAR SPRING INSULATOR MAT'L	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP	0	5	207
S	XYXB1X	TRANSVERSE TORQUE RODS, R SUSP	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)	0	0	0
S	237037	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS	0	0	0
	UGXA1X	AUX.PARKING BRAKE CHAMBERS	AUXILIARY PARK, TWO EXTRA PARKING BRAKE CHAMBERS	0	20	0
	253053	BRAKES - REAR	BENDIX NEXT GENERATION DRUM BRAKE, HEAVY DUTY 16.5 X 7 (9.65mm thick) (Total for QTY = 2)	0	27	16
S	U4XA1X	BRAKE, DRIVE, REAR	CAST IRON	0	0	0
	U1AB1X	REAR BRAKE ADJ MANUFACTURE	MERITOR - AUTOMATIC (Total for QTY = 2)	0	0	0
	UEXA1X	DRIVE AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR REAR AXLE	0	12	50
	V1AB1X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0	0
	N5FAJX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down	0	0	0
S	300AB8	PARKING BRAKE CHAMBER	MGM TR3030LP3THD BRAKE CHAMBERS (Total for QTY = 2)	0	0	0
S	0LXI5X	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	318	0
S	3LAC1X	POWER DIVIDER LOCKOUT	POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40	0
S	7WXA1X	LUBRICANTS, REAR AXLE(s)	FACTORY OPTION LUBE - REAR AXLE 80W-90	0	0	0
S	698078	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M	0	0	0
S	URXD1X	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE	0	0	0
	H9CZ1X	TRACTION CONTROL DISABLE (CA in PC29 only)	W/O AUTOMATIC TRACTION CONTROL (ATC) DISABLE SWITCH	0	0	-36
S	3ZAA1X	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE	5	0	0

	FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	271222	WHEELBASE	222"	78	78	157
	374063	AF (OVERHANG)	63"	-11	195	0
	MCE08E	FRAME RAILS & LINERS	9.5 x 90 x 300mm - (0.37" x 3.54" x 11.81"); RBM 2,470,000 LB-IN	0	0	559
S	5CAAAX	FRONT FRAME EXT. (BOLTED ON)	6" BOLT ON FRAME EXTENSION	155	-2	0
S	A0XH1X	FRONT FRAME LENGTH	FRONT FRAME LENGTH 725MM	18	-2	0
S	281AA5	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL	0	0	0
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	0	0	0
S	X6XA1X	REAR FRAME TREATMENT	WITHOUT TAPERED FRAME RAIL ENDS	0	0	0
	4DXN7X	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL BRIGHT FINISH W/ STONE GUARD	25	-4	899
	5FXA2X	CAB GUARD, FRONT	PLATE TYPE BRIGHT FINISH	45	-11	388
S	4ZAAAX	CROSSMEMBER, BOGIE TYPE	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT	0	0	0
S	4EXG1X	TOWING DEVICE, FRONT	HOOKS	0	0	0
	6PXD1X	TOWING DEVICE,REAR	HOOKS - FRAME MOUNTED	-6	27	33
S	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0	0

TECHNICAL SPECIFICATION *(cont.)*

	FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	288AF7	FUEL TANK - LH	111 GALLON (420 L) 22" ALUMINUM, SLEEVED D-SHAPED	223	100	570
S	290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0	0
S	JHXB1X	FUEL HOSES, LIQUID	BRAIDED HOSE	5	3	0
S	8520C2	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0	0	0
	12AA1X	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION	0	0	0
S	Q2AA1X	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS	0	0	0
	223AA2	STEPS (BRIGHT) - FUEL TANK	BRIGHT FINISH ALUMINUM STEPS & STAINLESS STEEL BRIGHT FINISHED STRAPS	0	0	284

	AIR/BRAKE		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	UWXB1X	AIRTANK DRAIN VALVE	MANUAL DRAIN VALVES, WITH LANYARDS ON ALL TANKS	0	0	36
	U2XA1X	AIRTANK MATERIAL	ALUMINUM AIR TANK PAINTED CHASSIS COLOR	-24	0	289
S	141AA1	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS	0	0	0
S	1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0	0

	ELECTRICAL		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	EAXB1X	DASH MOUNTED SWITCHES	TWO (2) EXTRA DASH MOUNTED ILLUMINATED SWITCHES	0	0	23
S	3120A2	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL	0	0	0
S	LSXJ7X	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED	0	0	0
S	X2AA1X	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)	0	0	0
S	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	7	0

	TRAILER CONNECTIONS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	WGXB1X	TRAILER BRAKE VALVE	W/O HAND CONTROL VALVE	-6	0	0
S	3SAZ1X	TRAILER CONNECTORS HOLDER	OMIT TRAILER CONNECTORS HOLDER	3	0	0

	PTO		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	TYXE1X	POWER TAKE OFF CONTROL	TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION	3	0	0
S	2WAZ1X	PTO TRANS NEUTRAL CONTRL CHECK	W/O NEUTRAL CONTROL	0	0	0
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU	5	5	0

TECHNICAL SPECIFICATION *(cont.)*

	SPECIALTY EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0	0
S	2PEZ1X	DATA CAPTURE	WITHOUT DATA CAPTURE	0	0	0
S	1PAZ1X	CAMERA, SURVEILLANCE	WITHOUT CAMERA	0	0	0

	CAB INTERIOR (A THRU G)		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	198048	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0	0
	E1AAAX	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)	0	0	0
	I6AA1X	AUXILIARY PNEUMATIC OUTLET CAB (CA in PC29 only)	AUX. INCAB PNEUMATIC LINE CLEANOUT	0	0	68
S	173AA5	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION	0	0	0
S	EEXA1X	CUPHOLDER	CUPHOLDER	0	0	0
S	I0XAHX	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	0	0	0
S	3XAA1X	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"	0	0	0
	7860E6	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD	9	0	82
S	V8DZ1X	CARBON MONOXIDE DETECTION SYS	WITHOUT CARBON MONOXIDE DETECTION SYSTEM	0	0	0
S	184AA2	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS	0	0	0

	CAB INTERIOR (H THRU R)		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	C52082	INSTMNT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH	0	0	0
S	20XA1X	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM	0	0	0
S	13AA1X	DOOR OPENING OPTIONS	W/O ELECTRONIC KEYLESS ENTRY	0	0	0
S	E3XD1X	FORWARD OVERHEAD STORAGE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	0	0	0
S	1740D4	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0	0
	73AJ1X	ANTENNA - RADIO	48" ANTENNA RIGHT SIDE MIRROR MOUNTED	0	0	5
	5BXB5X	ANTENNA - CB RADIO	48" ANTENNA LEFT SIDE MIRROR MOUNTED	0	0	56
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE	0	0	0
S	1WAB1X	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	0	0	0
S	5CXB2X	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0	0	0
S	5JXAIX	COM.RADIO PREP KIT (CB) -	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	0	0	0
S	21XA1X	AUXILIARY REAR WINDOW	REAR WINDOW (FIXED TYPE)	0	0	0
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR	5	0	0
	784054	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC	12	5	41

TECHNICAL SPECIFICATION *(cont.)*

	CAB INTERIOR (S THRU Z)		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PR USD
	004024	INTERIOR TRIM LEVELS	STANDARD PACKAGE, SIERRA TAN (Package 11B)	0	0	0
	196ABQ	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 4 CHAMBER AIR LUMBAR, BOLSTER, EXTENSION	67	16	564
	MAPC1X	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - SIERRA TAN VINYL / CLOTH MIX	0	0	252
	197AA2	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK, W/ STORAGE BOX	40	9	92
	MAQC1X	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - SIERRA TAN VINYL / CLOTH MIX	0	0	252
	3PXC1X	SEAT ARMREST	INBOARD MOUNTED ARM REST, DRIVER'S & RIDER'S SEAT	5	3	51
S	592092	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT (NOT AVAIL W/EXTENDED RIDER SEAT)	0	0	0
S	2QAA1X	IGNITION TYPE	KEY TYPE	0	0	0
	161011	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0	0	29
S	WSXBAX	WINDSHIELD TYPE	TWO PIECE WINDSHIELD	0	0	0
S	145AA1	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)	0	0	0
S	JQXAAX	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION	0	0	0
S	148AA3	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0	0	0

	CAB EXTERIOR		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRI USD
S	MCY02Y	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0	0	0
S	MCG0CG	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE GRAY AIR INTAKE	0	0	0
	400AA6	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0	0	363
S	MCD03D	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR	3	0	0
S	2KXB1X	FRONT WHEEL OPENING	FENDER EXTENSIONS	5	0	0
	5870B7	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST	0	0	0
	154AA3	HORN - AIR	(2) MACK RECTANGULAR SINGLE TRUMPET (ONE EACH SIDE OF CAB ROOF)	7	0	108
S	LXXC1X	HORN - ELECTRICAL	SINGLE TONE	0	0	0
	1520C2	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, HEATED, W/O LAMPS	0	0	154
	153AA3	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER HEATED CONVEX	3	0	50
	157037	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, STAINLESS STEEL (UNPAINTED)	9	0	373

	AERODYNAMIC DEVICES		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	159AA1	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES	0	0	0
S	MCM998	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS	0	0	0

TECHNICAL SPECIFICATION *(cont.)*

	WHEELS & TIRES		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	9006S0	TIRES BRAND/TYPE - FRONT	385/65R22.5 L CONTINENTAL HAC 3 (19840 lbs) (Total for QTY = 2)	340	0	806
	5312W1	WHEELS - FRONT	22.5x12.25 ALCOA 82462x CLEAN BUFFED ALUMINUM, 5.81" OFFSET, 10 HAND HOLE (Total for QTY = 2)	133	0	30
	9013E1	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M726 ELA (23360 lbs) (DRIVE ONLY) (Total for QTY = 8)	0	1,059	720
	3463E6	WHEELS - REAR	22.5x8.25 ALCOA ULT39x CLEAN BUFFED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE (Total for QTY = 8)	0	318	1,472
S	H1EB1X	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH	0	0	0
S	15XABX	TIRE INFLATION VALVE	STANDARD VALVE STEMS AND CAPS	0	0	0
S	MCH03H	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM	0	0	0
S	MCI03I	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)	0	0	0
S	80AA1X	WHEEL NUT & FINISH, FRONT	WHEEL NUT BASIC FINISH, FRONT	0	0	0
S	3PBA1X	WHEEL NUT FINISH, REAR (CA)	WHEEL NUT BASIC FINISH, REAR	0	0	0

	COMMUNICATION SYSTEMS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	3YAB1X	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, FULL DRIVER ACCESS	0	0	0
S	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY (P2), 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0	0

	ENGINE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	WOXA1X	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN	0	0	0
S	WMXA1X	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN	0	0	0
S	K5XA2X	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)	0	0	0
S	K7XY1X	ENGINE IDLE CONTROL	IDLE CONTROL, 600 RPM	0	0	0
S	X0AB0X	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME	0	0	0
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0	0
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0	0
S	M4CB1X	IDLE S/D OVERIDE %ENGINE LOAD	IDLE SHUTDOWN OVERIDE UPTO 20% ENGINE LOAD THRESHOLD	0	0	0
S	D2AAFX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0	0
S	B3ABAX	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)	0	0	0
	B6ACEX	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM	0	0	0

TECHNICAL SPECIFICATION *(cont.)*

	ENGINE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	B4ADAX	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0	0
S	B9AABX	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0	0
	L9CB1X	EHT HOLD TO NEAREST RPM	ELECTRONIC HAND THROTTLE HOLD TO NEAREST 50RPM	0	0	0
	M1CB1X	EHT ACCEL BUMP-UP RPM	ELECTRONIC HAND THROTTLE ACCEL "BUMP-UP" 50RPM	0	0	0
	M2CB1X	EHT DECEL BUMP-DOWN RPM	ELECTRONIC HAND THROTTLE DECEL "BUMP-DOWN" 50RPM	0	0	0

	TRANSMISSION ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	U7AA1X	TRANSMISSION PROTECTION	TRANS. PROTECTION, ENGINE SHUT DOWN (HIGH TEMP.)	0	0	0
	7790P9	TRANSMISSION ELECTRONICS PACKAGE	DUMP/VOCATIONAL(175) - ALLOWS TRUCK TO BE PUT IN GEAR WITHOUT SERVICE BRAKE (FOR PAVING)	0	0	0
	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-ALLOWS THE DRIVER TO ENGAGE GEAR PRIOR TO DISENGAGING THE PARK BRAKE	0	0	0
S	MAV01V	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING	0	0	0

	VEHICLE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	JCXE6X	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER(65 MPH)	0	0	0
	Y3CC5X	PEDAL RSL SETTING	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)	0	0	0
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0	0
	E5AAEX	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 5 MPH, ABOVE SET SPEED	0	0	0
	L2CC1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 40KMH (25MPH)	0	0	0
	W5BL1X	MAXIMUM ENG SPEED AT 0 MPH	2100 MAXIMUM ENGINE SPEED AT 0 MPH	0	0	0
S	A4BAAX	DETECTION SPEED SENSR TMPRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0	0
S	8RXAEX	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0	0
	Z2CFSX	1ST RATIO FOR REDUCD HIGH IDLE	1ST RATIO FOR REDUCD HIGH IDLE, 2.48	0	0	0
S	X3CB1X	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED	0	0	0
S	0PAZ1X	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS	0	0	0
S	G5AAHX	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0	0
S	G2AAGX	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0	0
S	G4AAUX	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0	0

TECHNICAL SPECIFICATION *(cont.)*

	VEHICLE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	G3AAPX	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0	0
S	G1AABX	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0	0
	P6XABX	SERVICE ALERT SYSTEM	MAINTENANCE MONITORING SYSTEM, EXCLUDING BRAKE LINING	0	0	0

	PTO ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	F3AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0	0
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0	0
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0	0
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0	0
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0	0
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0	0
	L6CB1X	PTO1 HOLD TO NEAREST RPM	PTO1 HOLD TO NEAREST 50RPM	0	0	0
	L7CB1X	PTO1 ACCEL BUMP-UP RPM	PTO1 ACCEL "BUMP-UP" 50RPM	0	0	0
	L8CB1X	PTO1 DECEL BUMP-DOWN RPM	PTO1 DECEL "BUMP-DOWN" 50RPM	0	0	0
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0	0	0
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0	0
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0	0
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0	0	0
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0	0
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0	0	0
	L3CB1X	PTO2 HOLD TO NEAREST RPM	PTO2 HOLD TO NEAREST 50RPM	0	0	0
	L4CB1X	PTO2 ACCEL BUMP-UP RPM	PTO2 ACCEL "BUMP-UP" 50RPM	0	0	0
	L5CB1X	PTO2 DECEL BUMP-DOWN RPM	PTO2 DECEL "BUMP-DOWN" 50RPM	0	0	0

	PAINT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	950AD0	PAINT DESIGN	SINGLE COLOR	0	0	0
S	924014	PAINT TYPE	SOLID PAINT	0	0	0
	944CM5	PAINT COLOR - FIRST COLOR	WHITE; 736181	0	0	170
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0	0
S	946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0	0
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0	0
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0	0
S	MPD944	HOOD COLOR	SAME AS FIRST COLOR - HOOD	0	0	0
S	MPC998	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR	0	0	0
S	MPA998	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING	0	0	0
S	951AA6	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036	0	0	0

TECHNICAL SPECIFICATION *(cont.)*

	PAINT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
	958028	BUMPER	W/O OPTIONAL BUMPER PAINT	0	0	0
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0	0
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0	0
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0	0

	CALCULATED CODES - KAX		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0	0
	D5EA1X	AUTO ROUTING & CLIPPING, CENTER	AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION	0	0	0

	BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR	LIST PRICE USD
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0	0
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0	0
S	M51021	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)	0	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0	0
	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data	0	0	0
S	M550G7	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)	0	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0	0
	M57047	CHASSIS TOWING WARRANTY	CHASSIS TOWING 12 MO/100K MILES	0	0	258
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0	0
S	M690F9	GUARDDOG CONNECT BUNDLE	24 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall))	0	0	0
S	M78010	PREPAID API	WITHOUT PREPAID API	0	0	0
S	M67017	PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE	0	0	0

FRONT / REAR AXLE WEIGHTS (LB)	9394	8219
TOTAL WEIGHT (LB)	17,613	

Mack Trucks
www.macktrucks.com

NEW TRUCK ORDER

GEORGIA KENWORTH, INC. ("Dealer")
doing business as: MHC KENWORTH - SAVANNAH

PORT WENTWORTH, GA 31407
5622 HWY 21 NORTH
1-912-964-4444

PURCHASER			ADDRESS				
Brantley County Board of Commission			33 Allen Rd				
BUSINESS PHONE	OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY	DATE
912-462-5721			Nahunta	GA	31553-2012	BRANTLEY	03/01/2022
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
1	2023	KW	T880			MANNY NEIRA	
CHASSIS NUMBER		COLOR		TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE	
				07/31/2022		Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET							$227,274.12

PRICING INCLUDES TRUCK AS ATTACHED SPEC WITH GODW N BODY. SPEC WILL INCLUDE MX PACCAR ENGINE WITH ALLSION TRANSMISSION.
PRICING FOR ONE UNIT OF GROUP VIN # 253350 THOUGH 253354
PRICING DOES NOT INCLUDE ANY LOCAL OR STATE TAXES THAT MAY APPLY
TRUCKS CURRENTLY HAVE BUILD SLOT OF MID APRIL FOR CHASSIS THAT MAYBE EFFECTED BY UNSEEN FACTORY DELAY OR SUPPLIER CONSTRAINTS.
GODWIN BODIES WILL BE INSTALLED BY RRD CENTER IN OHIO AFTER RELEASE FROM FACTORY.

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT				
YEAR	MAKE	MODEL	SUBTOTAL	$227,274.12
			BUSINESS TAX	
SERIAL NUMBER		MILEAGE	SALES TAX	
			TAVT TAX	
BALANCE OWED TO		TRADE DIFFERENCE	DOCUMENTATION FEE	$295.00
			REGISTRATION FEES	
			TOTAL DELIVERED PRICE	$227,569.12
			LESS: TRADE-IN ALLOWANCE	
			LESS: BALANCE OWED ON TRADE-IN	
			TRADE-IN EQUITY	
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery	$227,569.12

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

Customer Initials _____

MHC Kenworth T880 Dump Truck spec and Quote

From: Patterson, Duwain <Duwain.Patterson@mhc.com>
Sent: Tue, Mar 1, 2022 at 3:14 pm
To: bclerk@brantleycounty-ga.gov, roaddept@brantleycounty-ga.gov
Cc: Neira, Manny

880DumpSpec.pdf (132.5 KB) TRUCK ORDER.pdf (326.3 KB) **– Download all**

Roger,
The attachments have truck spec and single truck pricing for the 2023 T880 Dump truck with Godwin bodies.
We currently have 5 of these spec's for sale. All chassis in this group are scheduled to build mid-April and then our Road ready center will install the Godwin bodies after they are released from the KW factory. I am working to get a body spec and will send as soon as possible.

Duwain Patterson | Branch Manager | 912.964.4444/phone | duwain.patterson@mhctruck.com
MHC Kenworth-Savannah | 5622 Hwy. 21 North | Port Wentworth, GA 31407 | 912.964.0238/fax | www.mhctruck.com

This truck with A 16yard Godwin body is $174,000 each.

Thank you,

Manny Neira| Truck Sales | 727.515.1233/phone | Manny.Neira@mhc.com
MHC Kenworth-Savannah | 5622 Hwy. 21 North | Port Wentworth, GA 31407 | 912.964.0238/fax | www.mhctruck.com

2021 Kenworth Dump Truck

CHASSIS NUMBER: 253350 **Plant:** J

MODEL: 0000810

CUSTOMER NAME: STOCK

TENTATIVE DATE: 04/11/22

REPORT DATE:02/23/22
CHASSIS NUMBER: 253350
DEALER NO: O990
PRESENT ID-1: 551PA T880 202 NS MX 4
DEALER NAME AND ADDRESS:
OZARK KENWORTH, LLC
1524 N. CORRINGTON
KANSAS CITY MO 64120
SHIPPING DESTINATION: SEE INSTRUCTIONS PDI

MODEL: 0000810

PLANT CODE: J
OPS STAT: 02/23/22
CUSTOMER PO: 551PA T880 202 NS MX 4
CUSTOMER NAME AND ADDRESS:
CG59
STOCK

STARTING CHASSIS NO: 253350

ENDING CHASSIS NO: 253359

REQUESTED: 04/08/22
TENTATIVE DATE: 04/11/22

PRICE EFFECTIVE DATE: 04/01/21
FIRM DATE:

WHEELBASE: 202.00
CAB TO END OF FRAME: 214.00

CAB TO AXLE: 134.00
AXLE TO BACK OF CAB: 68.00

OPTION	DESCRIPTION	PUB	PRICE	WGT
	BASE MODEL			
0000810	T880 Series Conventional	P	207068	15549
0070060	T880	P	0	0
0072000	CHASSIS OPERATION WILL NOT INCLUDE A STATIONARY APPLICATION	P	0	0
0080075	DLR/CUST DECLINES ENG W/CARB IDLE RED FEATURE	P	0	0
0090000	NONSLEEPER With rear axle capacity less than 59K	P	0	0
0098410	STATE OF REGISTRY: GEORGIA	P	0	0
	ENGINE AND ENGINE EQUIPMENT			
0701202	MX-13 455 455@1600 1650@900 2021 W/ ENG BRAKE	P	0	0
N0800	AA087 0.....VSL EXPIRATION DISTANCE			
N0802	AA088 68....LRSL SPD LMT			
N0803	AA086 68....MAX ACCEL PEDAL VEH SPD			
N0820	AE002 650...IDLE TARGET			
N0902	AE001 NO....ENBL MX RETARDER IN NEUTRAL			
N0903	AA039 0.....TIME DELAY FOR RTRDR ACT			
N0904	AA038 2.....AUTO RTRDR VEH SPD OFFSET			
N0905	AA037 4.....DSL SPD OFFSET			
N0908	AQ001 4.....PCC NEGATIVE OFFSET			
N0909	AQ002 4.....PCC POSITIVE OFFSET			
N0910	AA003 64....CC MAX TARGET SPD			
N0911	AA004 10....CC MIN ENABLE SPD			
N0912	AA005 OFF...DYNAMIC CC ENABLE			
N0913	AA006 MT....MULTI TORQUE IN CC			
N0920	AA031 0.....EIST EXPIRATION DISTANCE			
N0922	AA027 5.....EIST STANDSTILL IDLE TIME			
N0923	AA026 5.....EIST PARKED MAX IDLE TIME			
N0924	AA029 YES...EIST RESET FROM ENG LOAD			
N0925	AA030 NO....EIST OVERRIDE FROM ENG LOAD			
N0926	AA025 5.....EIST PTO MAX IDLE TIME			
N0927	AA035 YES...EIST PTO OVERRIDE			
N0928	AA024 39....EIST LO AMBAIR TEMP OVRRDE			
N0929	AA023 80....EIST HI AMBAIR TEMP OVRRDE			
N0930	AA022 30....EIST LO CLNT TEMP OVERRIDE			
N0931	AA032 YES...EIST ACCEL PEDAL RESET			
N0932	AA034 YES...EIST CLUTCH PEDAL RESET			
N0933	AA033 YES...EIST SERVICE BRK RESET			
N0934	AA019 YES...EIST PARK BRK RESET ENABLE			
N0935	AA042 1900..FAST IDLE CNTRL MAX ENG SPD			
N0940	AA068 YES...CAB:ACCEL ACTV IN CAB PTO			
N0941	AA069 YES...PTO REM PEDAL ENABLE			
N0942	AA063 6.....CAB: MAX VEH SPD			
N0943	AA062 2000..CAB: MAX ENG SPD - SW CNTRL			

N0944	AA061 2000..CAB:MAX ENG SPD-ACCEL CNTRL			
N0945	AA064 650...CAB: MIN ENG SPD			
N0946	AA058 ON....CAB: PARK BRK INTLK			
N0947	AA055 ON....CAB: CLUTCH INTLK			
N0948	AA057 ON....CAB: NEUTRAL INTLK			
N0949	AA059 ON....CAB:SER BRK INTLK:NO PTO			
N0950	AA060 OFF...CAB: PRESET +/- SW TYPE			
N0951	AA065 800...CAB: DEDICATED PRESET "-"			
N0952	AA066 900...CAB: DEDICATED PRESET "+"			
N0953	AA075 2000..REM:MAX ENGSPD-SW/TSC1 CTRL			
N0954	AA074 2000..REM:MAX ENG SPD-ACCEL CNTRL			
N0955	AA076 650...REM: MIN ENG SPD			
N0956	AA070 0.....REM: CLUTCH INTLK			
N0957	AA072 0.....REM: NEUTRAL INTLK			
N0958	AA073 0.....REM:SER BRK INTLK:NO PTO			
N0960	AA079 OFF...REM: PRESET +/- SW TYPE			
N0961	AA077 800...REM: DEDICATED PRESET "-"			
N0962	AA078 900...REM: DEDICATED PRESET "+"			
N0963	AA067 TRQ...CAB:ACCEL PEDAL TYPE IN PTO			
N0964	AA050 0.....CAB: CUSTOM PRESET 1			
N0965	AA052 0.....CAB: CUSTOM PRESET 2			
N0966	AA054 0.....CAB: CUSTOM PRESET 3			
N0967	AA044 750...CAB/REM: CUSTOM PRESET 1			
N0968	AA046 850...CAB/REM:CUSTOM PRESET 2			
N0969	AA048 950...CAB/REM: CUSTOM PRESET 3			
N0970	AA071 OFF...REM: CUSTOMER INTLK			
N0971	AA089 NO....REMOTE INPUTS IN CAB PTO			
N0972	AA015 3.....MIN SPD FOR DR SHIFT AID			
N0973	AA016 10....DSA LOWEST ACTV GEAR			
N0974	AA017 1.....DSA HIGHEST ACTV GEAR			
N0975	AA013 NONE..OFFSET MODE			
N0976	AA009 5.....DRIVER REWARD VEH SPD BONUS			
N0977	AA010 -5....DRIVER REWARD VEH SPD PNLTY			
N0978	AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC			
N0979	AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC			
N0980	AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC			
N0981	AA043 CNCL..CAB/REM:CUSTOM PRESET1 FUNC			
N0982	AA045 CNCL..CAB/REM:CUSTOM PRESET2 FUNC			
N0983	AA047 CNCL..CAB/REM:CUSTOM PRESET3 FUNC			
N0984	AA056 OFF...CAB: CUSTOMER INTLK			
1000046	EPA EMISSIONS WARRANTY ENGINE	P	0	0
1000151	PREMIERSPEC	P	0	0
1000204	Engine monitoring protection -Derate- Paccar MX engine parameter	P	0	0
1000243	PT Optimization analysis: Performance power before economy results	P	0	0
1000254	Customer's Typical Operating Spd:65 MPH	P	0	0
1000282	MX Retarder State Cruise Control On Manual Mode Engine Parameter 2013+	P	0	0
1000684	Effective VSL Setting NA	P	0	0
1000857	Engine Idle Shutdown Timer Enabled	P	0	0
1000891	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	P	0	0
1006003	AIR COMPRESSOR: WABCO 25.9 CFM 2017+ 440CC, PACCAR MX	P	0	0
1051200	Air Cleaner: composite firewall mounted PACCAR or Cummins engines	P	0	0
1099080	PRE-CLEANER: MTD IN THE HOOD PLENUM	P	307	0
1105210	Fan Hub:Horton 2-Speed for PACCAR MX	P	0	0
1123555	COOLING MODULE: 1330 SQIN	P	0	0
1247231	EXH: 2021 RH UND DPF/SCR W/ DUAL SOC TP DAYCAB, EXT DAYCAB, MOD SLPR	P	1630	0
1290224	Tailpipe: 5" Dual 24" 45 Deg Curved	P	137-	7-
1292944	Dual Lower Chrome Exhaust Elbow	P	657	0
1321101	FUEL FILTER: PACCAR EXT. SERV. INTERVAL	P	0	0

	ON-ENG FUEL/WATER SEP, 2021 MX ONLY			
1321205	Run Aid:Fuel Heat	P	0	0
	*For Fuel Filter			
1321305	Start Aid:12V Heat	P	0	0
	*For Fuel Filter			
1504005	IMMERSION ENG BLOCK HTR:110-120V/1500W	P	136	2
	PLUG LOC UNDER DOOR C5, T6, T8 & W9			
1812163	ALTERNATOR: PACCAR HDS 160 AMP BRUSHED	P	0	0
1821210	BATT: 3 PACCAR GP31 THR (700-730)	P	0	0
	2100-2190 CCA DUAL PURPOSE BATTERIES			
1836102	PACCAR PREMIUM 12V STARTER W/ MX ENGS	P	0	0
1840005	BATT DISCONNECT SW: 2 MTD ON BATT BOX	P	190	2
1840065	12V LOW VOLTAGE DISCONNECT FOR STARTER	P	0	0
	BATTERY PROTECTION			
1900996	JUMP START TERMINALS MTD UNDER HOOD	P	208	11
1901018	REMOTE PTO/THROTTLE, 12-PIN, 250K, BOC/	P	0	0
	BOS, J1939, REMOTE CONTROL PROVISION			
	MAIN TRANSMISSION AND CLUTCH			
2016158	TRANS:ALLISON 4500RDS 6 SPD GEN 5,W/PTO	P	24345	478
	W/O RETARDER			
2408401	D/L: 2 MERITOR RPL25 W/ 1 CB	P	765	90
	REQ 3500058			
2410018	TORQUE CONVERTER INCLD W/ALLISON TRANS	P	0	0
2410151	PUSH BTN CTRL: CONSOLE MTD FOR ALLISON	P	0	0
	GEN 4/5. NOT T3			
2410204	ALLISON FUEL SENSE: DELETE	P	0	0
2410244	J1939 Park Brake Auto Neutral	P	0	0
2410310	Allison Neutral at Stop Stand-Alone	P	513	0
	Not applicable with Allison Fuel Sense			
	FRONT AXLE AND EQUIPMENT			
2506181	FR DANA SPCR D2000 20K STD TRACK	P	371	26-
2621078	FR BRK:BENDIX ES 16.5X6 MAX CAP 22K	P	489-	46-
2690035	FR BRK DRUM:CAST MAX CAP 22K 16.5X6"	P	222-	104
2701319	FR AL HUB PIL MNT MAX CAP 20K 16.5X6"	P	0	0
	OR 7" OR AIR DISC BRKS 11.25" BC 10BLT			
2741970	FR CONMET PRESET PLUS HUB PKG	P	0	0
2750001	FR HUBCAP VENTED	P	0	0
2765001	FR AUTO SLACK ADJ	P	0	0
2866020	FR SPRG TAPERLEAF 20K W/SHOCKS	P	0	0
2895302	PWR STRG DUAL GEARS, SHEPPARD HD94	P	0	0
	16-22K HVY DUTY, NOT F/USE ON T3			
2899336	PWR STRG COOLER RADIATOR MTD	P	0	0
2900020	FR FRAME RAISED 1/2"	P	21	0
	REAR AXLE AND EQUIPMENT			
3132246	RR MERITOR MT44-14X5 PLUS 44K 12.7MM	P	64-	342-
	HSG / DUAL			
3200433	REAR AXLE RATIO-4.33	P	0	0
3334004	RR BRK:BENDIX ES S-CAM 16.5X7" DUAL 46K	P	0	0
	MAX/EXT SERVICE			
3392005	RR BRK DRUM:CAST S-CAM DUAL	P	0	0
3407050	RR HUB:AL HUB-PILOT DUAL 11-1/4" BC	P	0	0
	REQUIRES "R" SERIES OUTER ENDS			
3441972	RR CONMET PRESET PLUS HUB PKG:DUAL	P	0	0
3465002	RR AUTO SLACK ADJUST:DUAL	P	0	0
3485209	RR SPRING BRK:3030 HIGH OUTPUT DUAL	P	5	0
3495228	ABS:BENDIX 4S/4M W/AIR TRAC CTRL	P	2502-	2
	FR WHL+2GRP RR WHL*AVAIL ONLY W/AIR BRK			
3500006	INVERTED BRK CHAMBERS*TO 52K CAP*F/16.5	P	6	0
	X7 BRKS*AVL W/HEND BEAM/KW6-50/CHALMERS			
3500065	I/A D/L: 1 MERITOR RPL25	P	227	0
	USE W/ RPL35 MAIN D/L			
3511420	CROSSLOCK: MERITOR 40-52K FWD RR/RR RR*	P	2668	40
	W/CAB CNTRL*N/A W/-185, 380 OR RT52-160			
3749203	CHALMERS 854-46-L-HS 46K DUAL 54" AS	P	2765	227
	HIGH CENTER OF GRAVITY APPLICATION			

3830145	DELETE STD HD AIR SPRINGS F/ RR SUSP FOR CREDIT ONLY	P	47-	29-
	TIRES, WHEELS & RIMS			
4077537	FR BR M870 315/80R22.5 20PR AP PART: BR249038 FET: N/A	P	539-	95
4277493	RR BR M770 11R24.5 14PR AP DR PART: BR187695 FET: 232	P	972	212
4900008	CODE-REAR TIRE QTY 08.			
5045268	FR WHL ALCOA 89U63 22.5X9 AL ULTRA ONE HIGH POLISH WHL	P	383-	40-
5245275	RR WHL ALCOA 98U63 24.5X8.25 AL ULTRA ONE HIGH POLISH WHL	P	1532	132-
5900008	CODE-REAR RIM QTY 08.			
	FRAME AND EQUIPMENT			
6056400	FRAME RAILS: 10-3/4 X 3/8" STL 285-336" SECTION MOD:17.80, RBM:2,132,000 LBS	P	289	0
6302461	BUMPER: TAPERED CHROME STL CHANNEL REQS BUMPER SETTING CODE	P	590	64
6319485	48.5 INCH BUMPER SETTING *REQS BUMPER CODE	P	0	0
6324025	FRONT TOW HOOK: CAST CENTER MTD C5 REQS STL,T8 REQS IRON FRT DRIVE BRKT	P	258	29
6400641	BATT BOX: CANTLVR ALUM BOC, POL SMOOTH ALUM COVER	P	536	11
6409902	BATTERY BOX LOCATION: RH SIDE	P	116	15
6451090	T470,C5,T6,T8 NON-POL DPF/SCR OR CNG DP COVER W/STEP. CAB ACCESS RH UNDER	P	0	0
6679860	FINAL EOF CUT-OFF DIMENSION WILL BE MODIFIED TO 61 IN TO 65 IN	P	0	0
6721102	RR MUDFLAP ARMS:BETTS B25 STD DUTY STRAIGHT (KIT INCL B1732 MTG BRKTS)	P	0	0
6722032	RR MDFLP SHIELDS: WHITE POLY MHC ONLY	U	29	2
6742009	SQUARE END OF FRAME: W/O C/M	P	0	0
	FUEL TANKS AND EQUIPMENT			
7210100	FUEL TANK: 100 US GAL 24.5" AL UND RPL	P	146	0
7722154	DEF TANK: MEDIUM ROUND, 23.8 GAL 2021 EMISSIONS	P	224	15
7831008	F/T STEPS: 6" WIDE LOWER*1 22" OR 24.5" TANK LH	P	63	2
7840015	POLISH ONLY: 1 ALUMINUM TANK	P	477	0
7840038	POLISHED COVER: 1 DEF TANK ANY SIZE	P	335	2
7889061	POL STRAPS: 1 TANK ANY SIZE	P	85	0
7889203	DEF TO FUEL FILL RATIO 2:1 OR GREATER	P	0	0
7889245	ANTI-SIPHON DEVICE F/TANK FILLER NECK ANY NUMBER OF TANKS	P	0	0
7889604	DEF TANK LOC: LH 7920100	P	0	0
	CAB AND EQUIPMENT			
8025301	CAB: Stamped Alum, Panoramic Curved Windshld, w/ LED Marker Lights, Signals	P	0	0
8090605	Hood: T880 Short Length MX-Optimized W/Mechanic. Fastened Fenders.116.7" BBC	P	0	0
8098212	Bright Engine Air Intake	P	106	0
8108011	Htr/Air Con w/defrst & auto temp ctrl *48K BTU/hr heater *Daycab/40in SLPR	P	0	0
8201043	STRG Whl: 18" Leather*Smartwheel Integrated radio & cruise ctrls	P	93	2
8201051	COLUMN MTD RETARDER CTRL, RH SIDE	P	0	0
8201200	STRG COLUMN:ADJ TELESCOPNG TILT*CODE F/18" STRG WHEEL*	P	0	0
8203197	DASH MTD - COMPACT TRAILER BRAKE VALVE NON-SELF RETURNING	P	57	0
8205182	C/I PTO Ctrls-Dash SW, Aux Trans MTD, Single Acting	P	188	0

8208495	SW: 2 SPARES WIRED TO POWER	P	66	0
8221160	GAU: OIL TEMP ENG W/INTEGRAL WARN LT	P	40	0
8222404	GAU: DD VIRTUAL GAUGE - OIL TEMP ENG	P	0	0
8222413	GAU: DD VIRTUAL GAUGE - MANIFOLD PRESSURE BOOST	P	0	0
8222414	GAU: DD VIRTUAL GAUGE - ENGINE PERCENT TORQUE	P	0	0
8222712	GAU: FUEL FILTER RESTRICTION	P	135	0
8282027	MAIN INSTRUMENT PKG 15" DISPLAY	P	0	0
8300008	Interior color: Slate Gray	P	0	0
8330102	INTERIOR PACKAGE: VANTAGE DAYCAB	P	0	0
8390634	Floormat: Rubber material	P	0	0
8410278	DR SEAT: KW GT702 HB DURACLOTH W/ VINYL AIR-RIDE SUSP	P	241	11
8480120	RD SEAT: KW GT100 HB TOOLBOX SEAT DURACLOTH W/ VINYL	P	0	0
8490181	SEAT COLOR: BLACK	P	0	0
8601432	KENWORTH RADIO DEA710 AM/FM/WB/USB, BLUETOOTH	P	485	0
8698974	SPKRS: Base Audio System - Daycab: High Performance Door Speakers	P	82	2
8699926	CB installation kit center mounted of header w/quick mt release dual antenna	P	284	2
8700196	TURN SIGNAL: SELF-CANCELLING	P	17	0
8700283	LH & RH TRIP LEDGE RAIN DEFLECTORS	P	0	0
8700663	Kenworth TruckTech+ Formerly Remote Diagnostics	P	0	0
8800260	GRABHANDLE: 1 LONG RH mtd SOC exhaust	P	66	2
800262	GRABHANDLE: 1 LONG LH mtd SOC exhaust	P	58	2
800402	Grabhandles: Dual cab-interior,A-pillar mtd dash wrap & B-pillar mtd handles	P	0	0
8832113	Daylite Door: KW w/ Std LH/RH elec door locks and LH/RH elec window controls	P	0	0
8841618	AIR HORN: DUAL RECT 23" LH/RH ROOF INCL AIR HORN COVERS	P	246	4
8850139	Look-down, pass. door, Black 11x6	P	0	0
8865003	MIRR: DUAL KW AERO MOTOR HTD 7"X13" CHROME SHELL-ARMS BLK W/ 6"X7" CX MIRR	P	353	0
8871446	RR CAB Window: fixed 19"X36" NOT AVAILABLE W/SLEEPER	P	0	0
8890101	Windshield: 1-pc bonded-in w/ curved glass	P	0	0
8890135	SUNVISOR:EXTERIOR STAINLESS STEEL	P	903	20
8890300	FENDER CLOSE-OUT BELOW HEADLAMP BEHIND BUMPER *NOT W/ 3-PC BUMPER	P	209	0
8890349	Wheelwell FNDR Extension: 2.5"	P	0	0
8890876	Kenworth cab/sleeper air suspension	P	0	0
	LIGHTS AND SIGNALS			
9010553	Headlamps: SAE Dual Halogen Complex Reflector	P	0	0
9022137	MARKER LIGHTS: 5 RECTANGULAR LED	P	0	0
9030016	TURN SIGNAL LIGHTS: FLUSH MTD LED MTD AT TOP OF FENDER WHEEL ARC	P	0	0
9030052	LED STOP/TURN/TAIL: WITH 2 LED B/U LIGHTS AND W/ LED LICENSE PLATE	P	0	0
090039	INTERRUPTER SWITCH FOR MARKER LTS B-CAB:INCL IN TURN SIGNAL;T3 IN DASH	P	0	0
9090049	Omit Brake Light W/ Engine Brake	P	0	0
9090126	BACKUP ALARM: ELECTRIC	P	160	4
9090849	POLYSWITCHES REPL FUSES: SWITCH WILL AUTO RESET AFTER REMOVAL OF EXCESS LOAD	P	48	0
	AIR EQUIPMENT			
9101218	AIR DRYER: BENDIX AD-HF HTD PURAGUARD	P	0	0
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P	0	0

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on March 1, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

_____

Members voting against the Closed Session were

_____

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

_____ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

_____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 1st day of March, 2022.

Chris Harris

Chris Harris, Chairman

Notary Public

Rene T Herrin

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO., GA

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on March 10, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

Members voting against the Closed Session were Comm. Hendrix Absent

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

✓ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

_____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 10th day of March, 2022.

Chris Harris, Chairman

Notary Public

RENE T. HERRIN
NOTARY
EXPIRES
GEORGIA
January 11, 2025
PUBLIC
BRANTLEY CO., GA.

IN RE: Brantley County Public Hearing
In Accordance with Section 12-8-24(d)

The statements were reported by Mary Jac Thompson, Certified Court Reporter and Notary Public, at the Brantley County Board of Education Facility, 272 School Circle, Nahunta, Georgia, commencing at approximately 6:00 p.m. on the 3rd day of March 2022 and concluded on the same date.

1 P R O C E E D I N G S

2 COMMISSIONER: Brantley County Board

3 of Commissioners Public Hearing, March 3rd, 2022

4 (inaudible).

5 (Prayer and the Pledge of Allegiance)

6 COMMISSIONER: This is Ms. Kimberley

7 Hale.

8 MS. HALE: Thank you very much,

9 Commissioner, everyone, good evening. Thank you for

10 being here. I am Kimberley Hale. I am

11 environmental counsel for Brantley County. This is

12 a public hearing under the statute of O.C.G.A.

13 12-8-24(d). And it is with regards to the permanent

14 application by the Brantley County Development

15 Partners for a landfill.

16 At this point I'm going to go ahead and

17 turn it over to Curtis Reynolds with the Development

18 Partners who will review for the public the plans

19 for this facility. And following that review, I

20 will be back up here to start comments by everyone

21 either here or on Zoom. So with that, I will go

22 ahead and turn it over to Mr. Reynolds.

23 MR. REYNOLDS: Good evening, can

24 everyone hear me?

25 MS. HALE: Yes.

1 MR. REYNOLDS: Thank you. Hold on a
2 minute and let me make sure you can see my screen.
3 SPEAKER: Can we see your face? We
4 know you got a video, but can we see the face?
5 MR. REYNOLDS: Can everyone see the
6 slide?
7 MS. HALE: Yes, Curtis, we can see
8 it.
9 MR. REYNOLDS: Great. Well, good
10 evening. As Kimberley was saying, this public
11 hearing is to receive citizen input on the proposed
12 Solid Waste Handling Facility located on U.S.
13 Highway 82 in Brantley County, Georgia. My name is
14 Curtis Reynolds, the president of Harbin Engineering
15 and a professional engineer in the State of Georgia.
16 Tonight's public hearing is the final
17 step in a long thorough and permanent application
18 process. The purpose of this public hearing is to
19 receive input from the public. After a short
20 presentation, our role will be to listen to your
21 comments which will be transcribed and sent to
22 Georgia Environmental Protection Division. All
23 documents submitted for the permit are available on
24 the Georgia Environmental Protection Division online
25 system GEOS, GEOS is for short, at epd.georgia.gov.

1 This is the brief permitting timeline
2 for the Coastal Terrace Solid Waste Handling
3 Facility. Initial discussions with Brantley County
4 officials about the proposed development took place
5 in 2014 and 2015. The application for the solid
6 waste handling permit and request for site
7 suitability were submitted to -- to the Georgia EPD
8 in December 2016.
9 EPD issued draft site limitations for
10 public comment in December 2019. EPD then issued a
11 site suitability notice in May of 2020. The
12 facility issues negotiation process took place in
13 the fall of 2020. Design and operations plan with
14 supporting documentation and calculations were
15 submitted to EPD in August 2021. EPD issued review
16 comments on the D&O plan dated January 13th, 2022.
17 And recently revisions to the D&O plan in response
18 to EPD's comments were submitted in March 2022.
19 This is a vicinity map showing the
20 proposed site location of the Coastal Terrace Solid
21 Waste Handling Facility on U.S. Highway 82 east in
22 Brantley County, Georgia. The subject property for
23 the Solid Waste Handling Facility includes 463
24 acres. Access is provided by a shared access to
25 Highway 82 to the west for the Coastal Terrace Green

1 Energy Park and direct access to Highway 82 on the
2 east side to the Waste Conversion and Energy
3 Recovery Facility.
4 The Waste Conversion and Energy Recovery
5 Facility is proposed in the eastern portion while a
6 122 acre land -- municipal solid waste landfill is
7 proposed in the western portion. A minimum of 200
8 foot buffers are provided around the property with
9 500 foot buffers provided to any existing residence.
10 Four sediment ponds will be developed during the
11 life of the site and will enhance protection of
12 surface water. The first phase of the 40-plus year
13 development is proposed, we're shown, south -- at
14 the southern portion of the site.
15 The key components of the design and
16 operation plan submitted to EPD are the following:
17 A boundary survey, existing topographical survey,
18 underdrain plan, top of soil liner grading plan,
19 leachate collection plan, final grading plan, final
20 drainage plan, erosion control plan, landfill cross
21 sections, sequence of fill and closure, typical
22 construction sequence, waste conversion and energy
23 recovery plan in details and sections, engineering
24 details, operational procedures, prohibited waste
25 exclusion plan, closure and post-closure care plan,

1 construction quality assurance plan, environmental
2 monitoring plan, water monitoring plan, and methane
3 gas monitoring plans.
4 The key features in Georgia regulatory
5 compliance items in the design and operation plan
6 include the design of an above-ground modern
7 landfill design with a composite liner and leachate
8 collection system that maintains a required vertical
9 separation with the seasonal high groundwater table
10 in the uppermost aquifer; undisturbed buffers for
11 property lines and residency as well as onsite state
12 waters and jurisdictional wetlands are provided;
13 state-of-the-art compatibility with industry-proven
14 waste conversion and energy recovery technologies is
15 included in the permit application.
16 The prohibitive waste exclusion plan
17 includes no acceptance of coal ash or coal
18 combustion residuals at the landfill. Compliance
19 with Georgia EPD site limitations issued in May 2020
20 are included, along with compliance featuring land,
21 air, and water quality standards; access control is
22 specifically provided as well as maintenance of
23 signs, roads, and equipment on the property; erosion
24 and sediment control measures are proposed in the
25 plan, as well as odor, dust, and litter control

1 measures.

2 There are approximately 43 groundwater

3 monitoring locations proposed for this site,

4 approximately 43 methane monitoring locations, and

5 33 surface water monitoring locations onsite,

6 including the proposed pond and underdrain

7 discharges. Recordkeeping and reporting will be

8 provided during the life of the facility as required

9 by the plans.

10 This will be available for public access

11 under the Georgia EPD online system or GEOS.

12 Landfill leachate is proposed to be hauled offsite

13 to a permitted waste water treatment facility. The

14 closure and post-closure care plan requiring the

15 30-year minimum maintenance and monitoring is also

16 provided along with the required financial assurance

17 by Georgia regulations. General information may be

18 found at the Coastal Terrace Green Energy Park

19 website. All of the permit information is also

20 available on EPD's GEOS website. And

21 epd.georgia.gov may be viewed for the state law and

22 the rules and regulations for Solid Waste Management

23 in Georgia. We look forward to hearing your

24 comments, thank you.

25 MS. HALE: Good evening again. I'd

1 like to have before I allow everyone who is here
2 that spent their time to come and give their
3 comments, I'd like to make a few comments on behalf
4 of Brantley County itself and the Commissioners. As
5 litigation is ongoing, and many of you are already
6 familiar with that, the County has carefully
7 moderated its public statements.
8 This, however, does not mean that the
9 County has not consistently represented the public's
10 interests and continued to argue for the protection
11 of the public health and the environment. Recent
12 actions include an appeal to the 11th Circuit Court
13 of the District Court's decision related to the
14 Development Partner's standing to bring a vested
15 rights action and the granting of a preliminary
16 injunction.
17 In addition to the litigation, the
18 County has filed comments with EPD in December of
19 2021 outlining again the several ways the December
20 of 2016 permit application is not only different
21 than what was proposed when the county issued the
22 verification letters in 2014 and 2015 but is in
23 clear violation of the County's solid waste
24 management plan.
25 With regards to the timing of the

1 permit, because I know that that might be some of
2 your questions, if a permit is issued once the D&O
3 plans have been -- or if they are, in fact,
4 approved, the County would have an opportunity to
5 appeal that permit.
6 Now I'd like to very briefly summarize
7 the points that were made in that letter I mentioned
8 from December 2021. The 2014 and 2015 verification
9 letters issued by the County were based upon very
10 limited facts given only verbally by the Development
11 Partners at that time. They were focused on a waste
12 to energy facility and not a full scale landfill.
13 They were also for an entirely separate property,
14 the property north of Highway 82.
15 Accordingly, these letters do not
16 satisfy the requirements under the permit statute.
17 In addition, the Development Partners failed to
18 comply with several requirements under the County's
19 2006 solid waste management plan including the
20 following. They did not submit any formal written
21 statement to the County demonstrating consistency
22 with the plan. They did not submit anything in
23 writing at all. They -- there were no public
24 meetings to discuss the details of the proposed
25 facility as required by the solid waste management

1 plan. And also the Development Partners failed to
2 submit an assessment of the anticipated impact on
3 the County's collection and disposal capabilities.
4 To the extent there's ever been
5 mentioned that the 2006 plan had expired or somehow
6 would not apply to this application, that is
7 incorrect. Not only did the 2006 management plan
8 not expire based on its own terms or by the terms of
9 Georgia statute. This was confirmed by the director
10 of the Department of Community Affairs himself who
11 is charged with viewing these plans.
12 Last, the Development Partners failed to
13 properly notice a citing decision. Do you remember
14 that meeting in December of 2016, held at that time
15 and failed to provide information to the public as
16 intended under the statute. These are just
17 highlights from that letter that we submitted to
18 EPD.
19 At this time I want to again thank you
20 so much for your time and attention. I will now
21 turn over the podium to anyone attending who would
22 like to make a comment. I want you to please bear
23 in mind that our ability, the County's, that is, to
24 discuss details of litigation is, of course, limited
25 because it is just that, litigation.

1 The purpose of this hearing, as Curtis
2 mentioned, is for the community to comment on the
3 facility generally. Before stating your comment,
4 please give us your name and your address where you
5 live. To ensure everyone has an opportunity, I'd
6 ask that each individual try to keep their comments
7 to five minutes. Once we've gone through all the
8 comments from the public that is here in person, I
9 will then turn it over to my colleague, Jacqueline
10 Eisermann, who will then try to moderate all of the
11 comments that may come over from Zoom virtually.
12 Thank you very much.
13 JAMES DUNCAN: It's just going to
14 take me a second to get there. My name is James
15 Duncan. I live at 275 Holly Hill Drive,
16 Waynesville, Georgia, off of Buster Walker Road. I
17 spent half my life here in Brantley County -- well,
18 actually over half my life here in Brantley. I am a
19 forester. I have a degree in forestry. I'm a
20 certified arborist. I'm also a registered land
21 disturber in the State of Virginia where I've worked
22 with different type soil erosions and soil control
23 methods.
24 And this may take me a few more than
25 five minutes. I hope you'll bear with me on this.

1 Living in Brantley County as long as I have, Buster
2 Walker was actually still alive and helped me put up
3 fence posts around my property when I built the
4 place. The property that I'm on -- at first I had a
5 pond dug there many years ago. As people started to
6 move in around the property, the water tables in
7 that pond started to drop because the water that
8 people were putting into their wells -- pulling from
9 their wells was bringing the pond level down. I
10 ended up covering the pond up because of that.
11 At one point the springs along the sides
12 of the road and the ditches were constantly running
13 all the time even in the heat of the summer. It
14 didn't matter, dry spells, or whatever because the
15 ground there had springs. The water table is very
16 high there. It's not very far before you're going
17 to get water.
18 I am a erosion control person. I know
19 about erosion control. I also know that a dump
20 being proposed is called a green dump. Those that
21 don't understand what a green dump is, a green dump
22 is a new dump. It's harder to get a new dump
23 started. Once that dump is started, however, it's
24 no longer a new dump. They have exactly 2,000 --
25 I'm sorry, I can't read that number. My glasses are

1 off. Could you read that number for me that I've
2 got highlighted there, please?
3 MS. HALE: 2,389.
4 JAMES DUNCAN: They had 2,389 acres.
5 Once they have that dump established, they can use
6 eminent domain to spread that dump wider to that
7 entire 2,300 and something acres. An established
8 dump can be expanded upon. They can tell you
9 they're going to keep it down to that, but there is
10 no guarantee of that.
11 Also the ditch that runs across Buster
12 Walker Road -- many people think it's just a ditch,
13 it's not. That is part of the Little Satilla River.
14 That water used to rise high enough at one point in
15 time that it would wash out the bridge and we had to
16 put culverts (sic) in them. Now, that water is also
17 black water. It contains bullhead catfish. It also
18 has fresh water plants. Those fresh water plants
19 will die with any contamination whatsoever.
20 Now, there is containment, yes, I
21 understand that. But anybody who works with
22 containment also knows that there is an allowable
23 parts per million of contamination allowed with any
24 containment system. Any contamination into that
25 creek will kill those mussels. And the black water

1 in Satilla River and the Little Satilla River are
2 the only rivers in the State of Georgia that hold
3 those mussels.
4 They can buy their way through this
5 county. They've been trying to. They've been
6 buying their way through our government. They've
7 been buying their way through our state. They
8 cannot buy Brantley County. If they do, I will be
9 leaving this county. I've been here half my life
10 and I will not live with a dump in my back yard. I
11 thank you very much for your time and your patience.
12 ROBERT BURKE: Mine is short and
13 sweet. My name is Robert Burke and I live at 224
14 Happy Landing Road, Waynesville, Georgia. I'm a
15 resident of Brantley County and I live less than
16 five miles from the proposed landfill. I do not
17 understand how anyone could be in favor of taking
18 garbage and waste from surrounding counties and
19 states that will never leave here except possibly to
20 pollute our drinking water and the Satilla River.
21 Our greatest natural asset in Brantley County, the
22 Satilla River. This landfill will only help and
23 enrich an elite few people, not the residents of
24 Brantley County.
25 JAMES DUNCAN: I'm sorry, I forgot to

1 mention one thing, the Little Satilla River which
2 goes across the road there also goes across the
3 (inaudible) Road and (inaudible).
4 GANT HIGHSMITH: My name is Gant
5 Highsmith. I live at 26477 Highway 82, Waynesville.
6 I know the Satilla River Keeper has presented a lot
7 of information. My, sir, here, I know he's going to
8 present a lot of good information on why we don't
9 need this landfill. But the main reason is like my
10 friend stated over here, the Satilla River, that
11 black water is something that we live on down here.
12 In the summers, catching fish, killing deer off of
13 it.
14 I mean most of us fill our freezers with
15 that stuff and live off of it all year long and
16 we're going to pollute that and mess it up. Like
17 you said, there's not very many black waters left.
18 You can look at the Altamaha and just see the color
19 change and just the whole landscape is changed
20 because we brought industry and now we're going to
21 contaminate it.
22 Think about all the people in Brantley
23 County that live on well systems. Everybody's water
24 is going to be affected by this and not just in
25 Brantley County -- and they're trying to hide this,

1 but our aquifer supplies a lot of the southeast of
2 the United States. So we're going to let him sit
3 there and contaminate it.
4 Yeah, they can start a small landfill.
5 But like we said, eventually they're going to be
6 running the whole 2,000 acres. They've lied to us,
7 former commissioners, about what they were going to
8 do, what their plans were. So why do we believe
9 what they're going to do now?
10 There was a man last time -- since we've
11 had five or six meetings, and none of our fine
12 Brantley County Development Partners have been able
13 to show up and show their face. They want to bring
14 business and industry into our county. Well, why
15 don't they come show us some -- and let us see it?
16 Why don't they come talk to us?
17 If I wanted to build a road on that
18 piece of land they bought, y'all probably wouldn't
19 do it. My neighbor down the road tried to open a
20 seafood and steak restaurant, declined. So why are
21 we bringing in this kind of industry when we're not
22 allowing people to bring in and start their own
23 stuff that are already in the county and love the
24 county?
25 I mean anybody here can testify. What

1 kind of new industry have we had in Nahunta? The
2 pellet plant, how long has it been there? That's
3 probably the last thing I remember. Besides that,
4 everything has been there since I've been walking
5 around knee high. So I mean it's fine -- I know a
6 lot of people don't live in Waynesville and probably
7 ain't too concerned about it. But this affects more
8 than just Waynesville.
9 And like I said, it might start with
10 trash from a county here and a county there. But if
11 you go down just a few miles to Brunswick, there's a
12 big old port out there and they're bringing in four
13 or five ships a day. And I guarantee you them
14 containers full are going to be coming up and down.
15 Buster Walker Road we're talking about
16 right down there. I lived on Buster Walker for
17 three or four years. I had to drive down the left
18 side of the road no matter which way I was coming or
19 going because the road is tore apart. So I mean
20 what are all these big trucks going to do to all the
21 roads we've got here.
22 That's just my peace. I mean we don't
23 want it. We've been sitting here saying we don't
24 want it. I don't know -- I know y'all can't say
25 anything because legally, but my thinking is what

1 state senators have y'all reached out for us? Have
2 y'all been calling state senators? I mean if you
3 look on the news everybody --
4 SPEAKER: Well, I hope you don't
5 think we're in favor of this.
6 GANT HIGHSMITH: I don't think you
7 are in favor.
8 SPEAKER: We have contacted
9 (inaudible) --
10 GANT HIGHSMITH: I'm asking, have
11 y'all? I'm -- hey, I'm just asking a question
12 because I can tell -- it's real important what I'm
13 saying to you because you're sitting on the phone,
14 right, sir? So it's real important when I'm
15 standing up here saying when you're sitting on your
16 phone. So don't come at me telling me about what I
17 need to do and you ain't in favor. I'm asking a
18 question and I have the right to ask it.
19 SPEAKER: (Inaudible).
20 GANT HIGHSMITH: Yes, sir, you did.
21 When you put your phone down, you did, you right.
22 Everybody's water is going to be affected. I'm sure
23 there'll be a new water filtration system installed
24 at the (inaudible) elementary school from this.
25 Now, there's going to be leakages. There's going to

1 be containment and they have straight up lied to us.
2 So we're here to say we're tired of being lied to.
3 We don't want them in our county. A landfill, a
4 restaurant, whatever they want to build, we don't
5 want it. So thank y'all very much.
6 DANIELLE JONES LENTZ: Danielle Jones
7 Lentz, 128 Bickley Lane, Hortense, Georgia. We have
8 been here before, haven't we?
9 SPEAKER: Many times.
10 DANIELLE JONES LENTZ: They haven't.
11 We have. So I want to talk to you, there's -- I've
12 got about ten points. Starting with Highway 82,
13 Highway 82 as all of us know is our only four-lane
14 highway. We've been having some rumblings about the
15 EMT service and things like that, the ones of us
16 that have kept up with it. We know.
17 Anybody know what runs parallel to
18 Highway 82? Train tracks. These train tracks,
19 first of all, you're going to have to contend with
20 the traffic. That's going to be eat up on 82. Then
21 we're going to have to contend with the railroad
22 tracks because they're not just going to bring in by
23 truck, I'm sure, because that's not how you make
24 money. And at the end of the day, they've got to
25 protect that dollar, right?

1 SPEAKER: That's right.

2 DANIELLE JONES LENTZ: They're going

3 to be bringing it in by railcars so proposably

4 (sic). So we're talking maybe a hundred cars, maybe

5 200 cars, maybe 300 cars, who knows. We don't know.

6 It might be 50. Fifty railcars could block 110. It

7 could potentially block Brown Town simultaneously.

8 What if you got a fire? What if you got

9 an emergency? What if your loved one is having a

10 heart attack? What if your kid starts choking on

11 something? Are they going to go all the way to

12 Hortense and 32 and then try to come down? Because

13 you've blocked access from those roads from 82 and

14 here again we're left with nothing so that's point

15 1.

16 Point 2, U.S. 82 is a hurricane

17 evacuation route. I can count on both hands in my

18 lifetime how many times we've had to shut it down

19 because a storm got near. Everything to the east of

20 301 is mandatory evacuation so why is that? Could

21 it be that it's low land or prone to flooding?

22 Anybody remember the thunderstorms from

23 two years ago when the water went over the road.

24 Was it a hurricane? No, just a run-of-the-mill

25 thunderstorm, at the exact location of this proposed

1 site by the way. Across 82, we had to shut 82 down
2 because we literally could not pass it from water
3 flooding from this property and in that area. So
4 that was kind of a combination of point 2 and 3.
5 Point 4, this site location is not
6 between one school but two schools. We have
7 potential for air pollution, water pollution. I
8 mean is anybody going to be running out there with
9 your mask on to clean the kids' playground so that
10 they can play safely? Are we to put them in masks?
11 How are we going to protect them? And that's if, if
12 it's a hundred percent and they're doing their job
13 in protecting them. And they're reporting their
14 findings to the EPD.
15 So then we have the Satilla River. The
16 Satilla River is our epicenter for people coming
17 into town. It's our epicenter for fishing. It is
18 our epicenter for hunting. It is our epicenter for
19 all types of recreation. We spend spring and summer
20 on that river. That river, the banks are pristine.
21 They're pristine not only because the people take
22 care of it, but we have protected it from all forms
23 of industry. We even made sure that it hasn't
24 turned into a dump site. Nobody in this room wants
25 a dump site anywhere near it.

1 6, this entire thing goes against the
2 Brantley County Solid Waste Management and zoning
3 plans. If it goes against it, why in the world do
4 you think you can just ram it through? Every time
5 we've had the opportunity, we've said absolutely no.
6 We've done it on the ballot. We've done it through
7 letters to the EPD.
8 SPEAKER: 9,000 signatures.
9 DANIELLE JONES LENTZ: We have had it
10 through petitions. We have done it through our
11 state legislators. And the only thing that has
12 happened continuously is the people have been let
13 down. But it still at the end of the day goes
14 against the plans that we set forth, that we
15 approved for our homes.
16 We are currently in federal lawsuits.
17 The EPD should not be moving one inch until every
18 bit of these federal lawsuits have not only
19 concluded, but they've gone through the appeal
20 process. If that's where it's headed, it should be
21 a hundred percent, a done deal before the EPD takes
22 a second step.
23 SPEAKER: Agreed.
24 MS. HALE: Ma'am, you have to --
25 DANIELLE JONES LENTZ: Okay. Number

1 8, the proposed landfill. How many do we have in
2 our area? You've got for (inaudible) that's fully
3 operational for, what, the next 100 some odd years?
4 You've got Charlton County who's operational for at
5 least a hundred. You've got McIntosh who's been
6 expanded again. Why do we need one? Simple
7 question, we'll wait. We'll probably die here
8 waiting.
9 In closing, it's not only an unsuitable
10 site, it is unwanted. And the only huge impact
11 aside from certain people's wallets that it's going
12 to have is that every person in this room including
13 the ones that are going to come after us. So that's
14 all I have.
15 TRISH DuBOSE: Good evening, I'm
16 Trish DuBose. I actually live in St. Marys,
17 Georgia, but I'm here representing the Satilla River
18 Keeper. I am the water quality coordinator for the
19 organization. Our executive director could not be
20 here. And I am so proud of the comments that have
21 come so far this evening because the Satilla River
22 is the reason why we don't need another landfill.
23 You have done your homework. Many of
24 the comments I had tonight have already been
25 addressed. There were 9,517 signatures back when

1 this permit was first established. 9,514 of them
2 were against this landfill. The topography has been
3 mentioned. The ground water level has been
4 mentioned. These are all reasons not to have a
5 landfill nearby.
6 Recently the Georgia EPD redesignated
7 many stretches of the Satilla River for recreation.
8 They had been permitted for fishing only which means
9 now with recreation, there is a higher water
10 quality -- water quality expectation for our river.
11 So that is another step that the EPD did take on our
12 behalf.
13 We've also mentioned the drinking water.
14 Many, many individuals in this county are on wells
15 and septic systems. The leaching of any of the
16 contaminants into the drinking water could cause
17 potential issues, both health as in -- as well
18 environmental.
19 It's been established that it's a
20 low-lying area prone to flooding. One -- it hasn't
21 been long ago. I think it was last March after a
22 heavy rainstorm, I went to sample the river at 121,
23 Satilla River at 121. The water was all the way up
24 to the entrance, all the way up. So we know that
25 the flooding can be an issue, like you said, not

1 during a hurricane, just our typical South Georgia
2 summer rainstorms.
3 But the most significant reason for not
4 putting this landfill here was addressed by the lady
5 that spoke just now. There are currently two
6 regional landfills that could be used. According to
7 documents and reports from the Georgia EPD, these
8 will sustain our needs for approximately a 115 more
9 years. So I thank you. I welcome you to continue
10 fighting for our river. You have made my little
11 water quality Satilla River heart just swell with
12 pride. Thank you for your efforts and know that the
13 Satilla River Keeper organization is here to support
14 you in those efforts. Thank you.
15 WAYNE MORGAN: My name is Wayne
16 Morgan, 89 Pat Harris Road, Nahunta, Georgia. I've
17 lived in Brantley County all my life, 57 years. The
18 Satilla River, like Danielle said, it came across 82
19 a couple of years ago. And we've got two schools
20 down there. And as far as the liner, the rubber
21 liner they talk about, I've worked at Georgia
22 Pacific and I worked at Hercules. They said you
23 don't have any -- the liner will hold all the trash.
24 If somebody is running that plant and
25 they have a leak, they're not going to report it

1 because they'll lose their job. They'll get fired
2 so they're not going to report it. I mean they
3 say -- I think it's good for 30 years, a 30-year
4 liner. But like I say I worked at Hercules and I
5 know how the leaks -- the liners work. They will
6 burst and they will leak and it won't get reported
7 to EPD, EPA. There's a big fine if they get caught
8 leaking. They're not going to turn it in because
9 they'll have to pay a big fine and so I know how
10 that works.
11 But like I say, we've got two schools
12 down there. It's right between the schools. I've
13 took so many pictures on the Satilla River. It's
14 still a natural river. We don't need to mess it up.
15 And like I say, the river is -- it's a black water
16 river and one of the most -- I've been to a lot of
17 places. The Satilla River is one of the prettiest
18 rivers we've got anywhere. So we need to protect
19 our river and our county and that's all I've got.
20 SPEAKER: I'm not going to walk up
21 there, but I will add one more thing. I don't think
22 I quite pushed the point about (inaudible). Anytime
23 you have a liner, any type of containment system,
24 there is a -- what they call an acceptable amount of
25 contamination. So many parts per million allowable

1 contamination for any containment system. Now, for
2 there to be a containment system there at all is too
3 much for me.
4 STEVEN SMITH: I'm Steven Smith. I
5 live at 200 Ravenwood Road in Waynesville, Georgia.
6 And I realize that even as we're speaking, it's
7 somewhat futile. However, may my voice be heard.
8 I've reiterated these statements many times. U.S.
9 Geological Survey 2017 shows that Brantley County,
10 Georgia, happens to be one of the highest recharge
11 areas for the Floridan Aquifer. In the entire
12 Floridan Aquifer happens to be in Brantley County.
13 In terms of where the largest amount of recharge or
14 by definition where more water re-enters the earth's
15 surface is right here.
16 And if you look at the heat map where it
17 shows the highest concentration of the water
18 re-entering the water -- the aquifer, it happens to
19 be really adjacent to this land which is ludicrous
20 that it would even be considered. It is a low area.
21 It's one of our lower elevation areas in the state
22 of -- in the Brantley County, Georgia, area. And as
23 one gentleman mentioned, the Floridan Aquifer
24 doesn't just supply us.
25 It supplies people from Myrtle Beach,

1 South Carolina; to Mobile, Alabama; half the State
2 of Georgia; and all of Florida. There's over ten
3 million wells that look for their resource for water
4 from the Floridan Aquifer. And we would risk that?
5 I know what it's about. It's about
6 money, a lot of money, a lot of greed. And a lot of
7 lack of care for people's lives. You know, one
8 portion of my research several years ago showed that
9 a 90-acre landfill in Miami yielded the landfill
10 owners 900 hundred million dollars so -- and that's
11 if we adjust for the acreage and we adjust for
12 inflation today, I know why you guys don't give a
13 damn about us because it's worth four or five
14 billion dollars to your pocket.
15 Hawk's Landing butts up to this. And if
16 you ride on the western edge of Hawk's Landing,
17 frequently water is flowing out of your property
18 across those streets which is a clear indicator that
19 there is going to be issues. The EPD and the EPA
20 have things on their own website that say that a
21 landfill risks putting up to 500,000 gallons of
22 toxic waste into the waters, wells, and streams and
23 aquifers in an area where rainfall exceeds 46 inches
24 annually.
25 Any idiot can search Google for the

1 average rainfall in our state and you'll see that
2 it's 52 inches of average annual rainfall. So the
3 probability of this failing is extremely high
4 because 56 inches is higher than 40 -- excuse me, 52
5 inches is higher than 46 inches. It sounds like a
6 big problem.
7 I wonder what kind of oversight since
8 we're talking about things we may be able to do, I
9 hope this thing never goes through. And I do know
10 that Randy and Howard were not there on the days
11 when this was unfortunately zoned heavy industrial.
12 I also have been in the meetings when Mr. Harris and
13 all the rest of the guys, you know, basically said,
14 listen, we didn't realize what was going on. We
15 would have never gone this way. I want to give them
16 the benefit of the doubt because I'd hate to think
17 that somebody represents our county actually just
18 wanted to line their pocket.
19 I want to believe that those who
20 represent us are here to fight for us. And I do
21 believe -- and by the way, I also want to defend
22 Randy because I know how much time he put into it
23 going and fighting for us up in Georgia. I know
24 that personally.
25 But in terms of oversight, if there's 43

1 plus groundwater monitoring locations and methane
2 monitoring and 33 surface water -- water monitoring
3 locations, God forbid this thing go through, but if
4 it does, can we have in place where publicly
5 residents that are trained can be part of the
6 monitoring team so that those who stand to gain
7 financially are put at bay by those who aren't here
8 for financial reasons, but they're here for life and
9 health reasons?
10 And what kind of financial assurances do
11 we have? I don't see many. I was here when the
12 conversation was made that these guys are going to
13 give us $750,000. 750,000 annual is peeing in your
14 water because if you divide the number of people
15 that live in this county, 19,400 souls, that works
16 out to $32 a head. $32 a head, are you -- you're
17 only worth 32 bucks.
18 SPEAKER: Oh, that's awful.
19 STEVEN SMITH: That's all I give a --
20 that's what they're saying. That's what it amounts
21 to. Anyway, that's all I've got to say, may God
22 curse you.
23 GRETCHEN BELL: My name is Gretchen
24 Bell. I live at 25640 Highway 82 East in
25 Waynesville, just down from this proposed site. And

1 I've lived there for -- since 1989 and my family has
2 had property there since 1961. And during this
3 time, we're finally beginning to develop a little
4 bit in Waynesville with homes being built for the
5 first time since the big recession in 2009. And it
6 seems like we're becoming a bedroom community for
7 Brunswick and Glynn County.
8 And there is opportunity for economic
9 growth there in Brantley County, good, clean,
10 friendly restaurants and things that will help our
11 community and not harm it. And all of that will be
12 destroyed by putting a landfill there. Who wants to
13 build a new home if -- next to a landfill?
14 I certainly am upset that I built a home
15 and it's going to be just a few miles from the
16 landfill. That, you know, probably in my lifetime,
17 I will sit on my front porch and be able to see the
18 landfill. That was not what I planned when I built
19 there, when my parents built there and, you know, we
20 don't want it. It's not worth any economic gain
21 that we might benefit from having, allowing it to
22 come in. And the harm it will do us in the long-run
23 is far greater than any benefit we'll ever receive
24 from it.
25 DOROTHY HICKOX: Good evening, my

1 name is Dot -- Dorothy Hickox and I live at 1813
2 Palmetto Street in Hoboken, Georgia. And early on I
3 served on the citizens committee to learn about a
4 landfill. And I've tried really, really hard to
5 learn a positive reason for a landfill. But to this
6 date, I haven't learned one.
7 It's a shame that money instigated this
8 proposed project for what it will do for our
9 environment and our health, for ourselves and our
10 families and our county. We love our county. We
11 enjoy our county. So to the Development Partners,
12 we say go home. We don't want you here. We're
13 doing just fine without your presence here with us
14 in Brantley, thank you.
15 MS. HALE: Anyone else here present
16 that wants to speak?
17 JUSTIN SINGLETARY: Hey, my name is
18 Justin. I'm a new resident of Brantley County and
19 my wife and I've got a little girl. She has just
20 turned a year old. And I've heard people say it
21 best as far as from a worldly perspective, but I'm
22 just going to tell you, I'm a simple man.
23 And I'm going to keep it real simple, I
24 rebuke these plans in the name of Jesus. I rebuke
25 these plans in the name of Yeshua. I'm a follower

1 of the most high and I know what this -- the agenda
2 here is very simple. You've got good God-fearing
3 people that you're about to put a dump right next
4 to. So the only thing I can say is I rebuke these
5 plans. I'll keep it in the Lord's hands, thank you.
6 DEEN STRICKLAND: Justin, give them
7 your last name.
8 JUSTIN SINGLETARY: Justin
9 Singletary, thanks.
10 DEEN STRICKLAND: Thank you.
11 CANDACE SMITH: (Inaudible). I won't
12 speak that long. I'm Candace Smith. I live at 200
13 Ravenwood Road. Me and my husband, we have five
14 children. My sister sitting here, she has eight and
15 three grandbabies. I've got a grandbaby. My
16 cousins here have children, lots of children. We
17 have lots of children in this community. We love
18 our children.
19 We live here because our children have
20 an amazing life. We love to get on our kayaks and
21 we love to sit on the Satilla River. And we love --
22 we can just praise the Father and look at what
23 beauty He has given us here in our community. If
24 they haven't seen the beauty -- Father, forgive us,
25 that God has given us here in this community, they

1 need to get on a kayak before you want to put a dump
2 in our land and ride down the Satilla River and see
3 what God has created because he has given something
4 beautiful here. And may we none take it for
5 granted. May we all enjoy what He's given because
6 it is God's creation and we don't want it ruined. I
7 agree, this is God's community.
8 JOHN WORTH: My name is John Worth,
9 323 Happy Landing Road. I've been a part-time
10 resident since 2005, full-time since August 2019.
11 I'm a retired marine engineer. I went to sea for 35
12 years. I would just like to say that the lack of
13 transparency in this situation is very troubling.
14 When Curtis won't even show his face on the screen,
15 that -- it doesn't give a good signal.
16 But what I really want to say was being
17 in the marine industry, we used to send a lot of
18 trash overseas. And there is hardly anybody
19 nowadays that will take trash from western
20 countries. So this is why -- this is one of the
21 reasons why they have to come to third world
22 counties -- let's just call it what it is. And it's
23 a shame and it's a -- it's about money and we have
24 something special here. That's all I've got to say.
25 LIBBY ROWELL: My name is Libby

1 Rowell and I live on (inaudible) --

2 THE COURT REPORTER: I'm sorry, can

3 you speak up?

4 LIBBY ROWELL: My name is Libby

5 Rowell and I live on 110. I heard that the

6 commissioners, they've been at our (inaudible). And

7 every time you ask them anything, you can't -- they

8 can't answer it. And I know that there is a lot of

9 human cry here and (inaudible) because a lot of

10 people have lived here their whole life. And where

11 were you (inaudible) -- our county and that's the

12 way it should be.

13 But these folks that won't show their

14 face, they're in business. Right now we're fighting

15 in a federal lawsuit (inaudible). That's the reason

16 that they can't say anything is because -- what you

17 call it?

18 SPEAKER: A gag order.

19 LIBBY ROWELL: Is it a gag order?

20 MS. HALE: Well, it's (inaudible) gag

21 order, just when you're in litigation.

22 LIBBY ROWELL: Okay.

23 MS. HALE: It's my fault. You can

24 blame me.

25 LIBBY ROWELL: But we would like to

1 petition the EPD to hold off because we are in
2 federal appeals; is that correct?
3 MS. HALE: Correct.
4 LIBBY ROWELL: We're coming up to the
5 federal appeals and that's really who we need to be
6 speaking to. It is offensive to be treated so
7 poorly. And just like you said, we basically are
8 being treated like a third-world country, like we're
9 a bunch of ignorant people and we're not. We are a
10 small county and it is a disease that has affected
11 everybody below Macon. Everybody that listed all
12 the counties for these huge landfills because
13 there's so much money involved in them emptying
14 those enormous city states of the trash because they
15 produce a lot. We produce a lot.
16 And the biggest thing that we need to be
17 addressing right now is the EPD. If they would hold
18 off, correct, for our appeal to be finished, for the
19 federal appeal to be finished? You know, I won't
20 address them because really it's out of their hands.
21 You know, it's between the lawyers and whatever.
22 But everybody needs to still write a letter to the
23 EPD, still. I know we've all done that. We've all
24 been here before and it's so insulting to just keep
25 going on and on and on. We've checked this, we've

1 checked this, we've checked this. It's very
2 insulting.
3 But the fight is not over and we need to
4 let the EPD know that we're not finished. We're not
5 finished. So the appeal is still going on. This
6 beautiful, very intelligent lady is still fighting
7 for us. And the EPD needs to know that, that we're
8 not going to let it rest. We understand that what
9 has happened in the past is in the past, but this is
10 our future. It's our children's future.
11 And if you -- if I hear one more time
12 about is it Charlton County? If somebody dies or is
13 missing in Charlton County -- or in Jacksonville,
14 they have to go hunt them in Charlton? We don't
15 want that here. Every time (inaudible) Berrien
16 County or going to Tifton, I think, you see the
17 Stone Mountain, the huge mountain. We don't want
18 that here. But we have to appeal to the EPD and the
19 powers that be that we are not finished fighting,
20 that we are very serious about not being bound by a
21 bad decision, whoever's decision it was, and, we
22 don't even care anymore. We don't care. But we do
23 not want to be bound by that past decisions that do
24 not represent the county as a whole (inaudible) and
25 that's all I have to say, just write those letters

1 to the EPD.

2 MS. HALE: Anyone else has a --

3 SPEAKER: Can I make an addendum to

4 my comment?

5 MS. HALE: Absolutely.

6 SPEAKER: We don't need to just write

7 the EPD. We need to write the head honcho at EPD.

8 And right now I don't know who that is, but I can

9 get the name and I'm sure some of y'all can to.

10 EDWARD BENJAMIN: My name is Edward

11 Benjamin. I live in Hortense, Georgia. I was just

12 wanting to say about the -- the implications that

13 this landfill will have on local wildlife especially

14 the areas of amphibians which most are threatened --

15 endangered species as well as Indigo snakes and

16 gopher tortoises.

17 And if this landfill comes here, this is

18 going to be the bomb to -- I mean Brantley County is

19 going to be defined as a super site within ten years

20 of this site's implication -- implementation. And

21 I'm a little nervous, I'm sorry. But if this does

22 come to our town, this will be Brantley County's

23 Chernobyl.

24 I am -- I might seem a little extreme,

25 but this will give them a license to be South

1 Georgia's dumping ground. Oh, nobody lives out
2 there except a bunch of yokels and bumpkins which is
3 not true and that's the way I see it, thank you.
4 MS. HALE: Anyone else?
5 PHILIP BENJAMIN: Yes. I'm Philip
6 Benjamin and I live at 279 Elm Circle, Hortense,
7 right there in the Atkinson area. Do I have to face
8 this way to speak?
9 THE COURT REPORTER: If you turn your
10 back, I'm not going to be able to hear.
11 PHILIP BENJAMIN: What he said about
12 the rubber liners is absolutely true. I worked at
13 Hercules in Brunswick, Rayonier in Jesup. And you
14 couldn't -- you couldn't -- I don't have enough
15 fingers on both hands to tell you the EPA's
16 superfund waste sites all over Glynn County and the
17 damage that the pulp mill has done to the Altamaha
18 River.
19 And I worked at those places and I know
20 what they do at night when no one is around
21 watching. They flush the tanks. They flush the
22 ditches. They don't care. Whether they're paying
23 people off, who knows. And these flimsy rubber
24 liners will never hold this stuff back for the next
25 150 years because I worked at Rayonier. That was my

1 last industrial job.

2 They were always having to drain a black

3 liquor pond and fix this cracked and split rubber

4 liner. You know, it's an ongoing process and you

5 are never going to stop the leaks from these

6 container fixes. It's absolutely impossible.

7 Anything man builds is going to fail. I don't care

8 if they make it out of four feet of reinforced

9 concrete, it's going to crack, something is going to

10 happen.

11 And this crud is going to leach out into

12 the water table which we're all going to drink one

13 day down the road. And I can tell you -- and they

14 always find a way to hide it and not say anything

15 about it. And do we need Glynn County's superfund

16 waste sites out here? They've got enough of them

17 now, you know.

18 I don't think we need to start our own

19 EPA superfund full of toxaphene, mercury from the

20 different plants, (inaudible), not (inaudible) but

21 the -- that chemical plant that used to be there

22 behind the drive-in theatre up on 341.

23 SPEAKER: LCP.

24 PHILIP BENJAMIN: Yeah, LCP with the

25 mercury and all that. I mean they've had oil

1 refineries there since the 1920's. And they've been
2 dumping stuff in Brunswick ever since and they
3 probably haven't stopped yet. And I'm going to tell
4 you, some flimsy rubber liner in a flood is not
5 going to stop anything from getting out of that pit.
6 That's all I have to say.
7 SPEAKER: Thank you, sir.
8 DON WHEELER: My name is Don Wheeler.
9 I live at 134 Greenleaf Road. I feel like this is a
10 David and Goliath type. The Development Partners
11 have never visited Brantley. We don't know who
12 these guys are. My land is my biggest investment
13 that I want to leave my kids. I'm a mile away from
14 this place.
15 I just feel -- I'm emotional now about
16 it. I shouldn't be here -- have to be here. I
17 should be at baseball practice with my grandkid.
18 They've already lied to us. What I heard this young
19 lady say, 2006, it was already in writing that it
20 wasn't able to come here.
21 But everything they've done, I think,
22 has been shady, you know. And them not coming and
23 representing themselves to us even makes it look
24 more shady. They should come face us, you know.
25 It's a big deal. And I just wanted to come up and

1 say I wish more people in this community would show
2 up, but they can't.
3 There's a lot more people out there that
4 care than what's showing up right now and I just
5 wanted them to know that. People are working.
6 They're at baseball practice. They have lives. And
7 they shouldn't -- we -- none of us should be here.
8 This all should be settled already, but it's not and
9 I don't understand why. But I think I do because
10 this is a really big money. I mean these guys stand
11 to make a ton of money.
12 But I wish there was something else they
13 could make money and develop this land. We would
14 welcome any kind of industry that was clean. It's
15 not that we don't want it. We don't want what they
16 are trying to get by us. We want good clean
17 industry where our kids can grow up, grandkids, you
18 know, can be proud of Brantley County. I moved here
19 20 years ago and I'm proud to know the people that I
20 know. This is a great community and that's all.
21 SPEAKER: I don't mean to keep
22 opening my big mouth, but I've just got to on some
23 things.
24 THE COURT REPORTER: He's going to
25 have to come up here.

1 SPEAKER: This is a public hearing so
2 everybody should get a say regardless of what their
3 opinion is on the dump. So if there's anybody here
4 at all that's in favor of the dump, please step up
5 and -- you're welcome to have the mike for a little
6 while. Anybody here in favor? All right. I'm
7 going to take the silence as there's nobody here in
8 favor so I'm suggesting that this is probably a
9 general consensus of the entire county.
10 SPEAKER: That's right, that's right.
11 SPEAKER: I just want to say the --
12 the more this company pushes, it's only going to
13 strengthen our resolve.
14 MS. HALE: Anyone else want to speak
15 tonight in this room?
16 SPEAKER: I'll say one more thing, we
17 stood up when we said the Pledge of Allegiance and
18 we end with liberty and justice for all. When are
19 9600 people not given justice when they live here
20 over one company?
21 SPEAKER: That's right.
22 SPEAKER: Liberty and justice for
23 all.
24 JACQUELINE EISERMANN: Do we have any
25 more comments from those who are participating in

1 person?

2 JESSICA PELLETIER: Just one.

3 MS. HALE: One more, Jackie.

4 JESSICA PELLETIER: I'm Jessica

5 Pelletier. I live at 210 Ravenwood Road in

6 Waynesville. And I'm petitioning to the EPA, if

7 there is anything that you could do to help our

8 community. We are a community of people who work

9 really hard, but we also don't have people who make

10 a high income. So we can't afford to fight with

11 money. So we are appealing to you, to please, if

12 there are laws or anything that could stop this

13 landfill, we ask for your help, thank you.

14 MS. HALE: Anyone else in the room?

15 MARY ANN LANE: (Inaudible) --

16 MS. HALE: And your name.

17 THE COURT REPORTER: Your name and

18 you need to face this way. I can't hear.

19 MARY ANN LANE: I'm Mary Ann Lane and

20 I'm from Waynesville, Georgia. And do you need the

21 address or -- no. Okay. Every person here has not

22 only shown how much -- how beautiful this county

23 is --

24 DEEN STRICKLAND: Ma'am, ma'am, she

25 can't really hear you.

1 THE COURT REPORTER: I'm sorry.
2 MARY ANN LANE: I'm sorry, I'm very
3 quiet.
4 MS. HALE: I just want to mention,
5 okay, just in case you didn't know, we are getting
6 -- this is completely transcribed. And this goes to
7 EPD and this is part of the final review. So all of
8 your comments will be considered by EPD. They do
9 review this transcript. It's part of the
10 requirements and that's why we're having -- she's
11 taking everything down for us so that's why it's so
12 important that we get your comments --
13 MARY ANN LANE: I know, I'm quiet.
14 MS. HALE: -- so that it can be
15 reviewed.
16 MARY ANN LANE: I'm the only Canadian
17 in the room. Okay. I'm a legal resident, but I'm
18 Canadian. I'm just a quiet person. But every
19 person here who has commented has shown just how
20 beautiful the people in this county are. They love
21 their kids. They love their families. They love
22 the river. It's a beautiful place to live and it'd
23 be nice to keep it that way.
24 It shouldn't have gotten to this point.
25 We have fought this multiple -- on multiple times.

1 And like they said, all these people who do not want
2 this -- we had three comments that were for it, I
3 think, with the EPD, that's it. I think what the
4 people want should matter. Everybody needs to stand
5 up. The EPD should do something to help us, some
6 kind of -- I wish an environmental group would come
7 in and help us. That's really what we need, but I
8 just wanted to say that everybody here is beautiful
9 and their voices should matter, thank you.
10 DEEN STRICKLAND: Thank you, ma'am.
11 MS. HALE: Anyone else here?
12 (No response)
13 MS. HALE: All right. Jackie, I'll
14 turn it over to you if you don't mind for anyone who
15 is online virtually. We're going to now move to
16 you, thank you.
17 JACQUELINE EISERMANN: Thanks,
18 Kimberley. First I want to make sure everyone can
19 hear me.
20 MS. HALE: Yes, we can.
21 JACQUELINE EISERMANN: Can you hear
22 me, Kimberley?
23 MS. HALE: Yes.
24 JACQUELINE EISERMANN: Great. Good
25 evening, everyone. My name is Jackie Eisermann.

1 I'm environmental counsel for the county alongside
2 Kimberley Hale. And I'll be helping moderate
3 comments from our remote parts of the county so this
4 is how it will work. First you will raise your
5 hand. Then I will announce you either by your Zoom
6 username or the last three digits of your phone
7 number. And then I will unmute you and you will
8 have the floor. Again please state your name and
9 address and keep your statement to five minutes or
10 less if possible.
11 Now, how to raise your hand, if you are
12 participating through Zoom on your computer or
13 tablet, at the bottom right you will see a button
14 called reactions with a smiley face. And if you
15 click on that, you should see a function called
16 raise hand, click on that, and I'll see your hand.
17 If you are participating by phone, click
18 star 9 and that should raise your hand. If you have
19 any technical difficulties, feel free to leave me a
20 message in the chat function and I will try to fix
21 it. We want to make sure that everyone has the
22 opportunity to speak.
23 If you are not speaking, I would ask
24 that you kindly keep yourself muted. And with that,
25 I will open the floor. I already see one hand

1 raised so you can -- let me see, Galaxy S215G, you
2 can go ahead.
3 JERRY LANE (sic): My name is Jerry
4 Lane. I live at 191 Harmony Road, Waynesville,
5 Georgia. I've lived here for the better part of 50
6 years. I was also part of the negotiations
7 committee that Curtis mentioned in his opening
8 statement. There were no negotiations at all. They
9 did not try to accept anything we offered.
10 So I mean that's saying they do not want
11 to be part of Brantley County. They don't want to
12 support Brantley County. They want to come in and
13 make money, with no negotiations. I've spoken to
14 thousands of residents in this county since 2017.
15 Only one was for this landfill and that's all I have
16 to say, thank you.
17 JACKIE EISERMANN: Thank you. We
18 have a phone number ending in 964.
19 CATHY L. HERRIN (sic): This is Cathy
20 L. Herrin, address 3774 Highway 301 South, Nahunta,
21 31553. I would like to say that I don't think we
22 need the landfill here. With everything that
23 everybody has said up until now, I agree with, with
24 the effects that it would have on our county. It
25 will destroy everything that's around it and our

1 waterways and our aquifer.

2 And we are having salt water intrusion

3 already on our fresh water. I used to work with the

4 DNR and I know this. So we are really having

5 problems with that and we don't need anything else

6 to cause any problems. And I pray that this meeting

7 will help to stop them from destroying everything

8 and send them to another place that won't be

9 affected. Thank you for your time.

10 JACQUELINE EISERMANN: I don't see

11 any more hands. As a reminder, you're on Zoom. You

12 can use the reactions button at the bottom right to

13 raise your hand. And if you're on the phone, star 9

14 will raise your hand. We'll give it a few more

15 moments. It looks like we have about 18

16 participants. I just want to make sure that

17 everyone who wants to speak has the opportunity to

18 do so. All right. I'm not seeing any more hands.

19 MS. HALE: All right. Thank you,

20 Jackie. There was one question posed because we

21 mentioned the question to the room here, if there

22 was anyone here in favor of the landfill proposed, I

23 think by Zoom, of course, we have -- believe we have

24 some of the Development Partners. But is anyone

25 other than the applicant, the Development Partners,

1 online in favor of the landfill and would like to
2 speak? So --
3 JACQUELINE EISERMANN: Not seeing any
4 hands raised.
5 MS. HALE: Okay, all right. I have
6 one follow-up comment. I'd almost forgotten about
7 it. It's a letter from one of the citizens that
8 could not be here so just give me a moment to read
9 that.
10 SPEAKER: While we're doing that,
11 please let it be added to the record, that no one
12 present at the meeting or anyone on Zoom were in
13 favor of the landfill.
14 MS. HALE: Thank you, everyone. I
15 apologize for this -- I thought somebody else might
16 be reading it out, but I want to make sure this is
17 put into the record, "Dear Honorable Commissioners,
18 I represent Ms. Betty Smith. It is our
19 understanding that the County has been required to
20 conduct a public hearing on Brantley County
21 Development Partners, LLC's proposed municipal solid
22 waste landfill on March 3rd, 2022. Neither Ms.
23 Smith nor I will be able to attend that hearing, but
24 we do want to register her continuing objection to
25 that landfill and ask that you submit this letter

1 into the record. Ms. Smith wishes to support the
2 County in its continued legal opposition to the
3 landfill, and we would ask that no final permit be
4 issued by EPD until such time as that lawsuit is
5 resolved finally.
6 While there has been substantial
7 litigation regarding this proposed landfill and
8 disputes about vested rights, it should be evident
9 that to the extent the public was notified of this
10 potential landfill, the public was informed that
11 this was to be a waste-to-energy facility on a
12 different piece of property. The local residents
13 should not be forced to live with a regional
14 landfill when that was not what was communicated to
15 them when whatever vested rights they have were
16 supposedly obtained.
17 Further, we would ask that the EPD
18 recognize the proposed landfill does not comply with
19 the current solid waste management plan or the
20 zoning plan of the County. My understanding of the
21 Solid Waste Management Act is that zoning compliance
22 is required both at the start and the conclusion of
23 the process.
24 Finally, I would reiterate and
25 reincorporate my prior letters in regards to this

1 proposed landfill, particularly in opposition to the
2 draft site suitability report and also in regards to
3 the public negotiation process which failed to
4 result in customary and reasonable protections for
5 the people of Brantley County. Very truly yours,
6 Brandon Bowen, on behalf of Betty Smith."
7 No more comments online, Jackie? I just
8 want to make sure before we end everything.
9 JACQUELINE EISERMANN: I do not see
10 any hands raised.
11 MS. HALE: One more time, across the
12 room, no one else in the room?
13 JACQUELINE EISERMANN: Oh, I take it
14 back. There is a hand raised. You can go ahead,
15 sir.
16 JERRY LANE: This is Jerry Lane
17 again. I just want to let everybody know that waste
18 to energy means burning trash to make electricity or
19 power in some way, shape, or form. Waste to energy
20 is very misleading. It is a trash burning facility
21 that they're proposing. I have worked in other
22 trash burning facilities and they are filthy,
23 wasteful, and they pump all their stuff over to the
24 waste water treatment plants that I also work in.
25 And the containment systems always fail before they

1 call me to repair them, that's a fact. Thank you
2 for your time.
3 MS. HALE: Thank you. Okay. I'll
4 give you one more opportunity. And with that, we
5 can conclude the public hearing if there are no
6 further comments either by Zoom or in person, which
7 there doesn't seem to be.
8 SPEAKER: I have a question.
9 MS. HALE: Yes.
10 SPEAKER: If --
11 THE COURT REPORTER: She needs to
12 come in closer.
13 MS. HALE: Can you come -- sorry,
14 just so she can hear you.
15 SPEAKER: All their comments will be
16 recorded and sent in. But in the previous meetings,
17 are all those comments also being sent in? Like we
18 did the other Zoom, were all those transcribed and
19 sent in because we had a lot more people?
20 MS. HALE: Right, with the -- I'm not
21 sure about that. I wish I could answer. For
22 certain, this transcript has to be submitted. It's
23 part -- this is a public hearing. Those were just
24 separate meetings. A public hearing transcript has
25 to be submitted at the end of the process, but I can

1 certainly check on that.

2 SPEAKER: What I'm asking -- I guess

3 were the other meetings not -- would not qualify as

4 a public --

5 MS. HALE: They were public meetings

6 rather than public hearings. But I do believe they

7 were transcribed and it is possible that they've

8 also been submitted to the EPD. That's certainly

9 something we can go back and do.

10 SPEAKER: And another question I have

11 is we're not getting a whole lot of (inaudible) --

12 and I'm not trying to (inaudible) anybody. But

13 we're not getting a whole lot of information as far

14 as, I mean, that updated. I know that they cannot

15 speak. People have tried to talk to them and they

16 can't and I understand that. But as far as in the

17 papers, is there a reason that information is not

18 being (inaudible). I'm just asking.

19 MS. HALE: I'm not sure what

20 information you feel like, I mean, you're not

21 getting.

22 SPEAKER: Well, that meeting was not

23 advertised. It was not -- I mean there wasn't a

24 whole --

25 SPEAKER: I saw it on Facebook.

1 About three days ago, I seen it on Facebook.
2 MS. HALE: Yeah. It was advertised
3 and has to be advertised for several weeks. So that
4 was definitely --
5 SPEAKER: And I realize that, but it
6 had been changed. And it just seems like there's
7 not a whole lot going on as far as keeping everybody
8 updated. I'm just -- I didn't mean to say that as
9 far as -- (inaudible). I'm just -- made a comment.
10 SPEAKER: And like the status, where
11 we stand with the lawsuit. Like I know there was a
12 hearing back before Christmas or something. And,
13 you know, it's just with COVID, everything has been
14 so crazy, we just don't know what's going on, where
15 we are in the process.
16 SPEAKER: And where we're supposed to
17 go to find that information.
18 SPEAKER: Before we go any further,
19 are the lawyers still on? We need to -- we don't
20 really need them to hear any (inaudible) --
21 MS. HALE: How about we do this, just
22 to make it simpler, how about since this public
23 hearing is about -- and especially for you. Since
24 this is about the public comments, are we complete
25 with all the public comments?

1 SPEAKER: Yes.
2 JACQUELINE EISERMANN: Kimberley --
3 MS. HALE: Yes.
4 JACQUELINE EISERMANN: Kimberley.
5 MS. HALE: I'm sorry.
6 JACQUELINE EISERMANN: I have -- I
7 see one more hand raised just now.
8 MS. HALE: Okay, all right. Let's do
9 that. All right, thanks, Jackie.
10 JACQUELINE EISERMANN: Sure. All
11 right. You can go ahead username is Skylark.
12 MARY GIBSON: Hello, can you hear me
13 now?
14 JACQUELINE EISERMANN: Yes.
15 MS. HALE: Yes, we can, thank you.
16 MARY GIBSON: This is Mary Gibson.
17 I've lived in Brantley County for over 40 years. I
18 still own a good considerable amount of property in
19 the Waynesville area. I want to point out that this
20 is an extremely gradual and sensitive ecology. It
21 will not withstand the onslaught and the toxins
22 produced by a large waste facility.
23 It is my understanding that there will
24 be waste trucked in, shipped in, brought in by
25 railcar, by several means, from many other

1 communities. Brantley County needs to take care of
2 Brantley County's waste but cannot afford to destroy
3 their own home by taking in waste from other
4 communities, thank you.
5 JACQUELINE EISERMANN: Thank you.
6 I've got one more hand up. Patti, you can go ahead.
7 PATTI: Thank you, and I apologize.
8 I joined late because we had a schedule conflict so
9 I apologize for that. However, I just wanted to
10 state that both my husband, John, and I are -- and
11 our four boys -- four men, grown boys, are against
12 the landfill as well. And I think that anybody who
13 is familiar with the recent rainstorms that we've
14 had and seen the devastation that they bring to
15 Brantley County and all the areas and know how wet
16 that that particular site is, you don't understand
17 that it's not really a suitable location for any
18 type of landfill and especially the proximity to the
19 two schools.
20 And so I just wanted to make sure that
21 my comment was left on record. We have a 40-acre
22 organic farm and it just -- it's just against
23 everything that we believe in and against every
24 reason that we moved to Brantley County eight years
25 ago so thank you.

1 JACQUELINE EISERMANN: That's it from
2 the remote comments, Kimberley.
3 MS. HALE: All right. Thank you,
4 Jackie, very much. All right. Well, with that, I
5 know some of you had some follow-up questions. But
6 you can -- how about you come talk to me right after
7 the meeting? That might be easier while we discuss
8 that. But we'll go ahead and conclude for purposes
9 of tonight the public hearing portion on behalf of
10 this application. And again I thank you for all of
11 your time. I know -- I'm a parent myself. I know
12 how busy you are. We really do appreciate your
13 time, thank you so much.
14 (The proceedings were concluded at
15 7:20 p.m., the same date.)
16
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25

1 C E R T I F I C A T E

2

3 STATE OF GEORGIA

4 COUNTY OF COFFEE:

5

6 I hereby certify that the foregoing

7 transcript was taken down, as stated in the caption,

8 and the statements thereto were reduced to

9 typewriting by computer-aided transcription under my

10 direction and that the foregoing pages 1 through 58

11 represent a complete transcript, to the best of my

12 ability, under COVID guidelines, masks, and Zoom.

13 I further certify that I am this day

14 filing said statement with Mark D. Johnson, Esquire.

15 This the 4th day of March 2022.

16

17

18

19 MARY JAC THOMPSON, CCR-B-1374

20 Notary Public

My Commission Expires 04/14/2025

21

22

23

24

25

JENKINS, BOWEN & WALKER, P.C.

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March 3, 2022

VIA FACSIMILE (912) 462-5538

Honorable Board of Commissioners
Brantley County, Georgia
33 Allen Road
Nahunta, Georgia 31553

RE: Brantley County Development Partners, LLC
U.S. Highway 82 Solid Waste Handling Facility - South
PROPOSED MUNICIPAL SOLID WASTE LANDFILL

Dear Honorable Commissioners,

I represent Ms. Betty Smith; it is our understanding that the County has been required to conduct a public hearing on Brantley County Development Partners, LLC's proposed municipal solid waste landfill on March 3, 2022. Neither Ms. Smith nor I will be able to attend that hearing, but we do want to register her continuing objection to that landfill, and ask that you submit this letter into the record. Ms. Smith wishes to support the County in its continued legal opposition to the landfill, and we would ask that no final permit be issued by EPD until such time as that lawsuit is resolved finally.

While there has been substantial litigation regarding this proposed landfill, and disputes about vested rights, it should be evident that to the extent the public was notified of this potential landfill, the public was informed that this was to be a waste-to-energy facility on a different piece of property. The local residents should not be forced to live with a regional landfill when that was not what was communicated to them when whatever vested rights they have were supposedly obtained.

Further, we would ask that the EPD recognize that the proposed landfill does not comply with the current solid waste management plan or the zoning plan of the County. My understanding of the Solid Waste Management Act is that zoning compliance is required both at the start and conclusion of the process.

Finally, I would reiterate and reincorporate my prior letters in regards to this proposed landfill, particularly in opposition to the draft site suitability report (Letter of January 31, 2020,

to Mr. John Sayer) and also in regards to the public negotiation process (Letter of November 16, 2020, to Mr. Jerry Hester), which failed to result in customary and reasonable protections for the people of Brantley County.

Very truly yours,

JENKINS, BOWEN & WALKER, P.C.

Brandon L. Bowen

cc: Ms. Betty Smith
Ms. Kimberley Hale

BRANTLEY COUNTY COMMISSION
April 5, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on April 5, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members, Interim County Manger, Chuck Scragg and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only
No one spoke

Public Participation – Speakers added to public participation agenda
Sarah O'Banian – EMS questions- Not in attendance
William Reynolds – Howard Crossing beaver issue
Karen Harris – Roads 4 wheelers – Not in attendance

Mr. William Reynolds stated there is a beaver problem on Howard Crossing and the water is backing up and running over the road.

Regular Agenda

1. Public comments on application to USDA Rural Development grant for two (2) vehicles for Sheriff's Department

The County Manager informed the Board that USDA has required a public meeting for comments from the public. The Sheriff advised the Board that this is a 50/50 grant for two trucks at $37,800.00 each with the

police package. The old equipment can be used on the new trucks. Regular Agenda

2. Recreation department quarterly update – Joey Saunds

The Recreation Director, Joey Saunds, told the Board that basketball ended in February there were 275 children that participated. There were 7 teams that went to all-stars five of the 7 placed 2nd. There are right at 430 children signed up for baseball, softball and t ball. There was a meeting with the engineers on the masterplan design for the park.

3. Recreation department bid on truck

The County Manager informed the Board that the truck the Recreation Department has been using is out of commission. There was only one bid received from Woody Folsom (no other dealers bid). The bid was in the amount of $47,264.00 to be paid out of SPLOST funds. Regular Agenda

4. Hortense VFD purchase of equipment prior year funds

Mr. Anthony Lee with Hortense VFD informed the Board three quotes were received for eight (8) SCBA Mask; these are refurbished. Mr. Lee would like for the Board to approve the quote from SCBA Sales and Rentals, LLC in the amount of $22,520.00. These are to be paid with prior year funds. Regular Agenda

5. Nahunta VFD purchase of equipment prior year funds

Mr. Marty Lee, with Nahunta VFD has received three quotes for eight (8) SCBA Mask; these are demos that will be sold at a reduced price. Mr. Lee would like to purchase them from Ten-8 in the amount of $51,005.84 Regular Agenda

6. Consideration of resolution with City of Nahunta – Jail Fund
This item to be tabled.

7. Consideration of review and pre-approval of proposed RV park Todd Hamilton

The County Manager informed the Board this property needs a pre-approval from the Board; the property is zoned as commercial. There is no vote. Mr. Hamilton was in attendance and stated that all the zoning requirements have and will be met. The Board is in agreement as long as this project is in compliance.

8. Consideration of Special Exception zoning request-Taylor Hines

The County Manager informed the Board that Mr. Hines owns the storage buildings at Hickox; he has already done his application. Mr. Hines wants to add 10 additional units. The Planning Commission has approved. Regular Agenda

9. Discussion of Board vacancies

The County Manager stated there are several vacancies on different Boards they are being advertised.

10. Discussion concerning Hope Road

Commissioner Mobley stated he has talked with the Road Superintendent and is satisfied. Commissioner Herndon stated he spoke with the lady complaining seems beavers are the problem.

11. Consideration of DNR boat ramp lease

Commissioner Davison stated that he had spoken to Mark Williams with DNR concerning this agreement. DNR will do all the maintenance; the agreement is for twenty-five (25) years. Regular Agenda

12. Consideration of consulting services for airport

The Interim County Manager advised the Board that a RFP was advertised for consulting services for the airport and three (3) companies replied. Croy Engineering, EXP and Passero. There had to be a ranking of 12 questions. DeWayne Johns, Gary Johns, Wyatt Hutcheson and Chuck Scragg all ranked the applicants. All scores ranked Passero as the best suited. Regular Agenda

13. EPD Notice of Violation – Scrap tires at transfer station

The Interim County Manager informed the Board that a Notice of Violation from EPD was received concerning the tire situation at the transfer station. EPD requires the vendor to be certified. The estimate for removal of all the tires is around $30,000.00 this to be paid out of Capital Projects road department. Regular Agenda

14. FEMA Grant -- Mobile emergency signs

Ms. Michelle Lee stated this is for four (4) portable warning and monitoring equipment for all hazards. The total cost is $142,591.65 FEMA to pay 75%, State 10% and the County pays the remaining balance of $32,083.11. Regular Agenda

15. Budget amendment

The Interim County Manager informed the Board that the payment to Caterpillar in the amount of $24,825.84 was not put into the budget for 2022. The Interim County Manager recommended to the Board to make a budget amendment from contingency to Road Department budget. Regular Agenda

16. County Manager report

The Interim County Manager stated that he has a list of several items that have been accomplished in the past month (list attached). The County was able to receive the 2022 LMIG money in the amount of $673,721.06. The Ga Department of Audits have approved the 2020 audit.

17. Executive Session – Ligation, personnel, Real Estate

Commissioner Hendrix made a motion to go into executive session. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was litigation, personnel and real estate; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

18. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T Herrin
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
April 7, 2022
Regular Meeting
6:00 PM

The Brantley County Board of Commissioners held a regular meeting on April 7, 2022, 6:00 PM, at the Commission office.

Present were Chairman Chris Harris, Brian Hendrix, Jesse Mobley, Randy Davison and Hal Herndon, Board Members, Interim County Manager, Chuck Scragg and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Commissioner Herndon gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the March 2022 minutes. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Commissioner Davison made a motion to approve the agenda. Commissioner Herndon seconded the motion. All in favor. Motion carried.

AGENDA

1. Executive Session – Personnel – Real Estate

Commissioner Hendrix made a motion to go into executive session. Commissioner Davison seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Herndon made a motion to affirm matters discussed in Closed Session which was personnel and real estate; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Herndon seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

Commissioner Davison made a motion to amend the agenda to add personnel as Item 1A. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

1A. Personnel

The Interim County Manager stated that with cost of living increase he recommends to the Board to give an increase of pay of 2% effective July 1st to all County employees. Commissioner Hendrix made the motion to approve the pay increase. Commissioner Davison seconded the motion. All in favor. Motion carried.

2. Application to USDA Rural Development grant for two (2) vehicles for Sheriff's Department

The Interim County Manager informed the Board that there are some meetings and hearings that will have to be held before we can go any further on this. Tabled to next month

3. Recreation department bid on truck

Commissioner Davison made a motion to approve the purchase of truck for recreation department to be paid out of SPLOST. Commissioner Herndon seconded the motion. All in favor. Motion carried.

4. Hortense VFD purchase of equipment prior year funds

Commissioner Davison made a motion to approve the purchase of the equipment to be paid from prior year funds. Commissioner Mobley seconded the motion. All in favor. Motion carried.

5. Nahunta VFD purchase of equipment prior year funds

Commissioner Davison made a motion to approve the purchase of equipment to be paid from prior year funds. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

6. Consideration of Special Exception zoning request-Taylor Hines

Commissioner Hendrix made a motion to approve the special exception zoning request. Commissioner Mobley seconded the motion. All in favor. Motion carried.

7. Consideration of DNR boat ramp lease

Commissioner Herndon made a motion to authorized the Chairman to sign the 25 year lease with DNR. Commissioner Davison seconded the motion. All in favor. Motion carried.

8. Consideration of consulting services for airport

Commissioner Davison made a motion to approve Passero. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

9. EPD Notice of Violation – Scrap tires at transfer station

The Interim County Manager stated that to resolve the EPD notice of violation he stated $30,000.00 to be taken out of Capital Projects Account allocated to the Road Department to pay for the removal of the tires. Commissioner Mobley made a motion to approve removal of the scrap tires at the transfer station to be paid out of Capital Projects Account allocated for Road Department in the amount of $30,000.00. Commissioner Hendrix seconded the motion.

10. FEMA Grant – Mobile emergency signs

Commissioner Davison made a motion to approve the grant for the mobile emergency signs and to pay the County's portion of $32,083.11 out of contingency. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

11. Budget amendment

The Interim County Manager stated this budget amendment is a lease payment to Caterpillar that was not budgeted for in 2022. Commissioner Hendrix made a motion to amend the budget in amount of $24,825.84 to road department from contingency. Commissioner Herndon seconded the motion. All in favor. Motion carried.

12. DFCS letter of intent on lease

The Interim County Manager Commissioner informed the Board that an agreement has been reached with DFCS for three (3) years on their lease at their current location. Commissioner Davison made a motion to authorize the Chairman to sign the letter of intent for the lease with DFCS. Commissioner Mobley seconded the motion. All in favor. Motion carried.

13. Unison Lease continuation

The Interim County Manager stated that Unison has sent confirmation they would like to continue their lease. Commissioner Mobley made a motion to continue the lease with Unison for a year. Commissioner Davison seconded the motion. All in favor. Motion carried.

14. Technical College Systems/ Coastal Pines letter of intent on lease

The Interim County Manager stated an agreement has been reached with Technical College and Coastal Pines. Technical College is giving the 420 square feet to Coastal Pines at their current location. Commissioner Hendrix made a motion for the Chairman sign the letter of intent for the lease. Commissioner Mobley seconded the motion. All in favor. Motion carried.

15. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
CALLED MEETING
APRIL 21, 2022
6:00 PM
COUNTY COMMISSION OFFICE

The Brantley County Board of Commissioners held a Called Meeting on April 21, 2022; 6:00pm in the Commission Office.

Present were Chris Harris, Chairman, Hal Herndon, Randy Davison, Brian Hendrix, Board Members. Also present were Chuck Scragg, Interim County Manager. Commissioner Jesse Mobley was not in attendance.

Chairman Harris Called the meeting to order; Commissioner Hal Herndon gave the invocation and led the Pledge of Allegiance.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

Chuck Scragg, Interim County Manager stated the Brantley County Planning Commission recommend the zoning application for Limtech Industries located at 345 Industrial Park Road. Nahunta, GA; Parcel number B048 097 be approved from agricultural to light industrial.

Commissioner Davison made a motion to change the zoning on parcel B048 097 from agricultural to light industrial. Commissioner Hendrix seconded the motion. All in favor, motion carried.

Chairman Chris Harris made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

Chris Harris, Chairman

ATTEST: _____
Taylor Sheppard, Administrative Assistant

April 6, 2022

Chris Harris, Chairman
Brantley County Board of Commissioners
P.O. Box 398
Nahunta, GA. 31553-0398

Dear Chairman Harris:

This letter establishes the conditions which must be understood and agreed to by you before further consideration may be given to your application. This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a Rural Development Community Facilities Grant not to exceed $33,000. The total project cost is $94,300. The Brantley County Board of Commissioners will provide $61,300 of leveraged funds for the project. The grant will be administered by USDA, Rural Development.

These grant funds will be utilized to purchase two fully equipped patrol vehicles for the Sheriff's Office. Any change in project cost, source of funds, scope of services, or any other significant changes in the project or the County must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be reason to discontinue the processing of your request. The proposed funding for this project is set forth on the attached copy of Form RD 1942-14, "Association Project Fund Analysis."

The grant will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

The conditions are outlined below:

A. Organization: Consideration for this grant is based on the Brantley County Board of Commissioners being properly created as a legal entity in accordance with the laws of the State of Georgia.

B. Maximum Amount of Grant to be Considered: $33,000

C. Contribution Required by the Applicant: $61,300

Applicant must provide documentation of these funds prior to grant closing.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

D. Grant Agreement: Attached is a copy of Form RD 3570-3, "Community Facilities Grant Agreement" for your review. You will be required to execute a completed form at the time of grant closing.

The Brantley County Board of Commissioners (the Grantee) understands the requirements for receipt of funds under the Community Facilities Grant program.

The Grantee assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those set forth in the "Agreement for Administrative Requirements for Community Facilities Grants," 7 CFR parts 3015, 3016, or 3019, and the Letter of Conditions.

The Grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

The Grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

E. General Requirements:

1. Prior to the closing of the grant, it will be necessary for our Area Office to conduct a Compliance Review. Your office's full cooperation will be necessary in accomplishing this certification and review. During the review, the representative of the Area Office will complete and execute Form RD 400-8, "Compliance Review." The nondiscrimination posters "And Justice for All" and "Equal Employment Opportunity" are to be displayed at your office and facilities.

2. Prior to the approval of the grant, you will have certified on at least two different occasions as to your inability to finance this project from your own resources or other credit at reasonable rates and terms. This was based on prevailing private and cooperative rates and terms in or near your community for loans for similar purposes and periods of time.

3. Your funding needs will be reassessed before grant closing. The reassessment will include the necessary revisions to the grant docket and the Letter of Conditions. The reassessment and revisions will be based on revised project costs and Rural Development regulations effective at the time the grant was approved. Any grant funds not needed to complete the proposed project will be deobligated.

4. This financial assistance is subject to your compliance with the Title VI of the Civil Rights Act of 1964 and the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA) of 1990.

5. Any County contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining Rural Development project funds will be considered Rural Development grant funds and refunded to Rural Development.

6. Adequate insurance coverage must be maintained for the life of the collateral. You are encouraged to consult with your attorney and insurance agent to determine the amount of coverage you should maintain to protect the financial interest of the County and Rural Development.

7. Audited financial statements will be submitted for the year in which the grant funds are advanced in accordance with Generally Accepted Government Auditing Standards, Circular A-133, Audits of States, Local Governments and Non-Profit Organizations as published in the Audit Program of September 2007, and any subsequent revisions. The requirements for submitting an audit report are based upon the total amount of Federal financial assistance expended during a borrower's fiscal year for all Federal sources.

   A borrower that expends $750,000 or more in federal financial assistance per fiscal year shall submit an audit performed in accordance with the requirements of Omni Circular 200.501. As described above, the total federal funds expended from all sources shall be used to determine federal financial assistance expended. Projects financed with interim financing are considered federal expenditures.

   A borrower that expends less than $750,000 in Federal financial assistance per fiscal year and has an outstanding Agency loan balance of $1,000,000 or more shall submit an audit performed in accordance with Generally Accepted Government Auditing Standards, (GAGAS).

   A borrower that expends less than $750,000 in Federal financial assistance per fiscal year and has an outstanding Agency loan balance of less than $1,000,000 may submit a management report, which includes at a minimum a Balance Sheet and an Income and Expense Statement.

   Circular A-133 Audits shall be submitted no later than nine (9) months after the end of the fiscal year. Audit reports conducted in accordance with Rural Development audit requirements (GAGAS audit) shall be submitted no later than 150 days after the end of the fiscal year.

8. If there is more than one source available for the type of equipment to be purchased, the County will obtain offers from at least three sources to promote free and open competition for this proposal.

9. Awards made under this program are subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2013, P. L. No. 112-55, Division A, Sections 738 and 739, regarding corporate felony convictions and corporate tax delinquencies. To comply with these provisions, ALL applicants must complete attachment Representation Regarding Felony Conviction or Tax Delinquent Status For Corporate Applicants paragraph (1) of this representation, and all corporate applicants also must complete paragraphs (2) and (3) of this representation.

10. **System for Award Management -** You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: http://sam.gov. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended.

    To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at http://sam.gov).

F. Owner and Attorney Responsibilities: Attachments A and B are the requirements (action items) to be met by each respective party to reach the ultimate closing of the grant. All parties should work together, along with the Rural Development Specialist, in meeting these requirements in a timely manner.

If the conditions set forth in this letter are not met within 120 days from the date hereof, Rural Development reserves the right to discontinue the processing of the application. Rural Development will meet with the County officials and attorney and any other parties that may be involved in the project one month after the date of Form RD 1942-46, "Letter of Intent to Meet Conditions." The purpose of this meeting will be to determine the progress that has been made in complying with the "Letter of Conditions" and to review the goals and the timetable for completing work on the conditions that have not yet been satisfied. Additional meetings for the same purpose will be held at 30-day intervals.

If you desire that further consideration be given to your application the following forms need to be executed: Grant Resolution; RD 1942-46, Letter of Intent to Meet

Brantley County BOC
Patrol Vehicles (2)

Conditions; 400-1, Equal Opportunity Agreement; 400-4, Assurance Agreement; 442-7, Operating Budget; 1940-1, Request for Obligation of Funds; AD-1049, Certification Regarding Drug Free Workplace Requirements (Grants) Alternative 1 – For Grantees Other Than Individuals; and Certification for Contracts, Grants, and Loans.

You will have the full cooperation of this Agency. If we can be of any further assistance to you, please let us know. All inquiries and responses to this Letter of Conditions should be made to Karen Jameson, Area Specialist at (478) 247-1155 or by e-mail at Karen.jameson@usda.gov.

Sincerely,

Dawn Pilgrim

for JOHN E. STANEK
Community Programs Director

Attachments: A – Owner's Responsibilities
B – Attorney's Responsibilities

Brantley County BOC
Patrol Vehicles (2)

ATTACHMENT A – Owner's Responsibilities

This attachment does not replace the Letter of Conditions but is an integral part of it.

All items listed in Attachments B and C are also your responsibilities, as owner, in addition to the following items:

☐ 1. A quorum of the Board must convene at a meeting called by the Chairman and adopt Community Facility Grant Resolution.

☐ 2. The Chairman must execute Form RD 1910-11, "Applicant Certification Federal Collection Policies for Consumer or Commercial Debts" indicating his understanding of actions the Federal government may take in the event that the County fails to meet its scheduled loan payments.

☐ 3. Section 504 of the Rehabilitation Act of 1973, as amended, applies to all Federally Financed Programs and Activities. In order to comply with the law, it is your responsibility as recipients of Federal financial assistance to make your "programs and activities" accessible to and useable by persons with disabilities. You should conduct a self-evaluation immediately, and if necessary, develop a transition plan for the removal of any structural barriers. The self-evaluations must be conducted with the assistance of persons or organizations that are knowledgeable about accessibility issues such as an architect, etc. In addition to structural barriers, policies and procedures must be reviewed. These self-evaluations are to be submitted to the Area Office within 30 days of the date of this letter. If structural barriers are found, these will need to be removed prior to loan/grant closing.

☐ 4. Prior to grant closing, the Board of Commissioners must provide and obtain approval from the Rural Development Area Office for its accounting and financial reporting System, including the required Agreement for Services with its auditor. Management reports will furnish the management with a means of evaluating prior decisions and serve as a basis for planning future operations and financial conditions.

☐ 5. Form RD 442-2, "Statement of Budget, Income and Equity" (Schedule 1, "Statement of Budget, Income and Equity" and Schedule 2, "Projected Cash Flow") and Form RD 442-3, "Balance Sheet" will be utilized in submitting management data to Rural Development. (The Area Office will discuss this in more detail later).

☐ 6. Form AD-1049 "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I for Grantees Other Than Individuals" must be executed

by the Chairman. By execution of this form, the Chairman is agreeing to establish and maintain drug-free workplace with its employees.

☐ 7. Evidence of adequate insurance and fidelity bond coverage must be provided to Rural Development prior to grant closing. The use of deductibles may be allowed by Rural Development, provided you have adequate financial resources to cover potential claims requiring payment of the deductible.

The following guideline should be observed in obtaining/maintaining fidelity bond coverage:

All persons who have access to your funds are to have fidelity bond coverage. This coverage may be provided either for all individual positions or persons or through blanket coverage that will adequately protect the interest of you and Rural Development. Rural Development will normally expect the amount of coverage to approximate the total amount of the annual principal and interest payment for the Rural Development loans. Form FmHA 440-24, "Position Fidelity Schedule Bond" or similar forms may be used in writing the coverage.

Rural Development may require changes in insurance and fidelity bond coverage as it may determine is necessary to adequately protect the governments financial interest.

☐ 8. The Board is to appoint one member of its governing body to serve as liaison with Rural Development. This person should be knowledgeable of the project and available to work with Rural Development and the County's attorney.

☐ 9. The attached "Certification for Contracts, Grants, and Loans", RD Instructions 1940-Q, Exhibit A-1, must be executed by the Chairman and returned to Rural Development. The Chairman must also require that the language of this certification be included in the award documents for all contracts and subcontracts exceeding $100,000. The recipient of such contracts and subcontracts must complete and submit to the County certification. The County must retain these certifications in its files and make them available for Rural Development examination upon request.

☐ 10. Furnish a current list of Chairman, Board Members, County Clerk, their terms of office, and samples of their signatures.

Brantley County BOC
Patrol Vehicles (2)

Attachment B — Attorney's Responsibilities
(Community Facilities)

This attachment does not replace the Letter of Conditions, but is an integral part of it:

- ☐ 1. Execute a Legal Services Agreement with the applicant for providing the necessary legal services for the proposed project (4 copies). Rural Development guidelines should be used in preparing this Agreement. (Provide within 15 days)

- ☐ 2. Issue a certification as to any judgments and/or litigation pending or outstanding against the applicant. This should include an opinion on the effect that such litigation might have on the security liens that will secure the loan. (3 copies) A similar certification must be furnished to Rural Development at loan closing and prior to the release of each advance of loan funds from the Finance Office.

- ☐ 3. Cooperate with Rural Development in assisting applicant with the closing of the loan.

- ☐ 4. Prepare and file liens with the Georgia Department of Motor Vehicles on all motorized vehicles that will serve as security for loan immediately after the loan is closed.

- ☐ 5. Complete UCC-1 Financing Statement and file it properly in the Clerk of Court's office. You will be required to provide a certified copy to USDA with other required closing documents as applicable.

- ☐ 6. Provide detailed loan/grant closing certification pursuant to loan closing instructions provided by the USDA, Regional Office of General Counsel. (3 copies)

IN SERVICE TO SERVE YOU

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Sales Quote Number: Q233263
Sales Quote Date: 3/21/2022

Customer ID NAHUNTA
SalesPerson James Hennessey
Email : jhennessey@ten8fire.com
Ten-8 Contact KHANH HUYNH
Email : khuynh@ten8fire.com

Sell To :
NAHUNTA VFD, INC
P.O. BOX 398
NAHUNTA, GA 31553

Ship To :
NAHUNTA VFD, INC
89 JOHN WILSON STREET
NAHUNTA, GA 31553

Payment Terms : Due Upon Receipt of Product Or Service

Ship Via : STANDARD DELIVERY

Item No.	Description	Unit	Quantity	Selling Pric	Total Price
MSA-G1FS442MD2C0LER	G1 SCBA 4500 CONFIGURE: Used from MAFFC	EACH	8	5,567.31	44,538.48
MSA-10156459	FACEPIECE,G1,FS,MD MDNC,4PT C-HARNESS Used from MAFFC	EACH	8		
MSA-10175708	CYL,G1 LP RC,4500 PSIG, 45MINS W/QC Used from MAFFC	EACH	8		
MSA-10175708	SPARE CYL,G1 LP RC,4500 PSIG, 45MINS W/QC Used from MAFFC	EACH	8	808.42	6,467.36
FRT INCL	FREIGHT CHARGES INCLUDED	EACH	1		

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 51,005.84

Subtotal:	**51005.84**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**51,005.84**

This Quote is valid until 04/20/22

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

SCBA Sales & Rentals LLC
162S 1900W Suite #300
Lindon, UT 84042
8773473990
sales@scbasalesco.com
www.scbasalesco.com

Quotation

ADDRESS
Chuck
TBD

SHIP TO
TBD

QUOTATION # 6414
DATE 03/09/2022

SHIP DATE
04/25/2022

SHIP VIA
FedEx

DESCRIPTION OF PRODUCT	QTY	COST EA.	AMOUNT
MSA M7 4500 2007 NFPA SCBA Mask –M7 Carrier Frame and Harness Assembly, Regulator – CBRN M7 PR14 Regulator (SLIDE-TO-CONNECT) , Low Air Indicator -@Wireless M7 Heads Up Display, Rapid Intervention – Quick-Fill RIC / URC Connection with Audible Alarm, Accountability System & PASS – M7 Control Module	8	660.00	5,280.00
MSA Ultra-Elite Mask W/ HUDS Receiver - Medium - 100% Overhauled & Sanitized	8	175.00	1,400.00
MSA 2011 30 Min 4500 PSI Carbon Fiber Cylinder	16	345.00	5,520.00
MSA Valve Assembly 4500 PSI - 100% Overhauled & Ready to Use.	16	60.00	960.00
100% RECONDITIONED / REFURBISHED – All of our breathing air equipment is overhauled, reconditioned / refurbished to the highest standards by trained SCBA technicians and sold with our Limited Lifetime Warranty. Our SCBA are sold with a current Posichek 3 (USB) flo-Test certificate and all overhauled cylinders are sold with a current hydrostatic test.	1	0.00	0.00

LIMITED LIFETIME WARRANTY – We will warranty your SCBA for as long as you own them. SCBA Sales & Rentals also offers a free visual inspection and flo test every 12 months (shipping charges will apply). We will also overhaul your SCBA every 3-4 years for $200.00 per SCBA.

WE WILL BEAT ALL PRICES – SCBA Sales & Rentals is determined & committed to providing you with our lowest SCBA & Cylinder prices as well as providing you with the highest quality of equipment available. We will beat any overhauled, reconditioned/ refurbished equipment dealer's published price by 5%. Simply send us a complete copy of the competitors current advert or quote to obtain a revised quote from us.

Shipping costs shown on quote are accurate. No hidden fees.
Quotation is valid until Dec 31, 2022.
We have sold over 250,000 SCBA over the past 30 years into 100+ countries.
We are your # 1 source for Reconditioned SCBA.
SHIPPIN TBD

Thank you for the opportunity to provide this estimate.

TOTAL **USD 13,160.00**

We will beat any competitors price by 5%. Should you have a lower

SCBA Sales & Rentals LLC
162S 1900W Suite #300
Lindon, UT 84042
8773473990
sales@scbasalesco.com
www.scbasalesco.com

Quotation

ADDRESS
Chuck

SHIP TO
TBD

QUOTATION # 6415
DATE 03/09/2022

SHIP DATE
05/09/2022

SHIP VIA
FedEx

DESCRIPTION OF PRODUCT	QTY	COST EA.	AMOUNT
New 30 Min. 4500 PSI Carbon Fiber Cylinder DOT & ISO Certified	16	525.00	8,400.00
MSA Valve Assembly 4500 PSI - 100% Overhauled & Ready to Use.	16	60.00	960.00
All NEW Generic Carbon Fiber Cylinders are sold with a Lifetime Warranty.	1	0.00	0.00

Our Cylinders are made to SCBA Manufacturers' specs and are TC, DOT & ISO approved/certified. Our Cylinders meet the highest quality standards in the industry. if you purchase a valve from us it should be overhauled every 3 Years.

We have sold over 1 Million + NEW Cylinders with out a single failure or recall. When buying our NEW Carbon Fiber Cylinders you are buying with confidence.

Shipping costs shown on quote are accurate. No hidden fees.

Quotation is valid until Dec 31, 2022.
SHIPPING TBD

Thank you for the opportunity to provide this estimate.

TOTAL **USD 9,360.00**

We will beat any competitors price by 5%. Should you have a lower estimate than ours please contact us for a revised estimate.

We take great pride in offering the highest quality equipment at the lowest prices.

When shopping for SCBA and/or cylinders be aware of companies who claim to have "self taught SCBA technicians". A wise man once said "A self-taught man usually has a poor teacher and is a worse student."

Accepted By

Accepted Date

SCBA Sales & Rentals LLC
162S 1900W Suite #300
Lindon, UT 84042
8773473990
sales@scbasalesco.com
www.scbasalesco.com

Quotation

ADDRESS
Chuck
TBD

SHIP TO
TBD

QUOTATION # 6414
DATE 03/09/2022

SHIP DATE
04/25/2022

SHIP VIA
FedEx

DESCRIPTION OF PRODUCT	QTY	COST EA.	AMOUNT
MSA M7 4500 2007 NFPA SCBA Mask –M7 Carrier Frame and Harness Assembly, Regulator – CBRN M7 PR14 Regulator (SLIDE-TO-CONNECT) , Low Air Indicator -®Wireless M7 Heads Up Display, Rapid Intervention – Quick-Fill RIC / URC Connection with Audible Alarm, Accountability System & PASS – M7 Control Module	8	660.00	5,280.00
MSA Ultra-Elite Mask W/ HUDS Receiver - Medium - 100% Overhauled & Sanitized	8	175.00	1,400.00
MSA 2011 30 Min 4500 PSI Carbon Fiber Cylinder	16	345.00	5,520.00
MSA Valve Assembly 4500 PSI - 100% Overhauled & Ready to Use.	16	60.00	960.00
100% RECONDITIONED / REFURBISHED – All of our breathing air equipment is overhauled, reconditioned / refurbished to the highest standards by trained SCBA technicians and sold with our Limited Lifetime Warranty. Our SCBA are sold with a current Posichek 3 (USB) flo-Test certificate and all overhauled cylinders are sold with a current hydrostatic test.	1	0.00	0.00

LIMITED LIFETIME WARRANTY – We will warranty your SCBA for as long as you own them. SCBA Sales & Rentals also offers a free visual inspection and flo test every 12 months (shipping charges will apply). We will also overhaul your SCBA every 3-4 years for $200.00 per SCBA.

WE WILL BEAT ALL PRICES – SCBA Sales & Rentals is determined & committed to providing you with our lowest SCBA & Cylinder prices as well as providing you with the highest quality of equipment available. We will beat any overhauled, reconditioned/ refurbished equipment dealer's published price by 5%. Simply send us a complete copy of the competitors current advert or quote to obtain a revised quote from us.

Shipping costs shown on quote are accurate. No hidden fees.
Quotation is valid until Dec 31, 2022.
We have sold over 250,000 SCBA over the past 30 years into 100+ countries.
We are your # 1 source for Reconditioned SCBA.
SHIPPIN TBD

Thank you for the opportunity to provide this estimate.

TOTAL **USD 13,160.00**

We will beat any competitors price by 5%. Should you have a lower

FireLine INC.

FAX: (770) 868-4455
725 Patrick Industrial Lane
Winder, GA. 30680

CUSTOMER QUOTE

DATE	QUOTE #
3/9/2022	351737

BILLING ADDRESS	SHIPPING ADDRESS
Hortense Vol. F.D Attn: Chief Anthony Lee 912-614-4573 Leeward4545@gmail.com	

TERMS	REP	FOB
Net 30	HNN	WINDER

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	*** THE BELOW IS MSA M7 SCBA (2007 NFPA COMPLIANT) / *** DEMO UNITS			
A-M7-HD12C0C12AB2	MSA 4500 MMR AIRMASK DOUBLE PULL CHEST STRAP, SWIVELING LUMBAR PAD RESCUE BELT ASS, , CBRN REG, HYCAR MEDIUM FACEPIECE, MED NOSECUP, SPEED ON HARNESS, CONTROL MD, SOFT CASE	2	3,500.00	7,000.00T
	*** NO CYLINDER			
A-M7-HD13C0C14AA0	MSA AIRMASK 4500 MMR W/ DOUBLE PULL W/ CHEST STRAP, SWIVELING LUMBAR PAD, PROFILE , CBRN SOLID REGULATOR, MEDIUM FACEPIECE, MEDIUM NOSECUP, SPEED ON HEAD HARNESS W/NECKSTRAP, CONTROL MD. W/ THERMISTOR GAUGE	2	3,500.00	7,000.00T
	*** NO CYLINDER			
A-M7-HD13D0C12AC0	MSA FIREHAWK M7 AIR MASK WITH TELEMETRY	2	3,500.00	7,000.00T
	*** NO CYLINDER			
10156424-SP	MSA G1 FIRE SERVICE 4500 PSI 45 MIN. CYLINDER	12	1,050.00	12,600.00T
	1-22 *** BRAND NEW CYLINDER			
	*** WE ONLY HAVE (6) MSA M7 SCBA DEMO PACKS IN STOCK			

Due To Supply Chain Disruptions and Inflating Costs, Quotes Are Only Valid For 10 Days. This May Be Extended Per FIRELINE, INC. Approval. SURCHARGES MAY APPLY...

30 DAY RETURN CONDITIONS: FireLine, Inc. will make final determination on return authorization. Electrical, hydraulic, special order, and fabricated parts are nonreturnable. Any parts that are returned to FireLine, Inc. without prior authorization or does not meet stated return requirements will be scrapped without notification and credit denied.

SUBTOTAL	$33,600.00
SALES TAX (0.0%)	$0.00
TOTAL	$33,600.00

Sales Quote

Page: 1

IN SERVICE TO SERVE YOU
TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-226-8368
Fax : 941-756-2598

Sales Quote Number:	Q232909
Sales Quote Date:	3/11/2022
Customer ID:	HORTENSE
SalesPerson:	James Hennessey
Email:	jhennessey@ten8fire.com
Ten-8 Contact:	KHANH HUYNH
Email:	khuynh@ten8fire.com

Sell To:
HORTENSE VFD
318 TABERNACLE ROAD
HORTENSE, GA 31543

Ship To:
HORTENSE VFD
318 TABERNACLE ROAD
HORTENSE, GA 31543

Payment Terms: Due Upon Receipt of Product Or Service

Ship Via:

Item No.	Description	Unit	Quantity	Selling Pric	Total Price
MSA-G1FS442MD2C0LAR	G1 SCBA 4500 PSI CONFIGURED LESS CYLINDER AND FACEPIECE QUICK CONNECT CYLINDER CONNECTION. ADJUSTABLE SWIVELING LUMBAR PAD SOLID COVER ON THE SECOND STAGE REGULATOR CONTINUOUS SECOND STAGE HOSE PASS ON THE RIGHT SHOULDER INTEGRATED VOICE AMPLIFICATION AND HEADS UP DISPLAY. RECHARGEABLE BATTERY 15 YEAR WARRANTY ON ALL ITEMS LIST PRICE $8,417.00	EACH	3	3,960.94	11,687.52
MSA-10175708	CYL,G1 LP RC,4500 PSIG 45MINS W/QC USED FROM MAFFC	EACH	16	836.95	13,391.20
MSA-10156459	FACEPIECE G1,FS,MD MDNC,4PT C-HARNESS USED FROM MAFFC	EACH	8	231.79	1,854.32
MSA-10158385	G1 Lithium Ion Battery charger station USED FROM MAFFC INITIAL SCBA TRAINING NO CHARGE INITIAL FACE FIT TEST NO CHARGE	EACH	1	435.89	435.89
FRT INCL	FREIGHT CHARGES INCLUDED	EACH	1		

Amount Subject to Sales Tax: 0
Amount Exempt from Sales Tax: 47,368.93

Subtotal:	**47368.93**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**47,368.93**

This Quote is valid until 04/10/22

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns

RECEIVED
MAR 21 2022
By

File no. _____

SPECIAL EXCEPTION APPLICATION

APPLICATION CHECKLIST

Please use the checklist to ensure that all items required by your application have been included.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Should you have any questions, please call the County Commissioners' Office at 912-462-5256

Completed	Description
✓	Letter of intent (see page 3, item 4B of the application)
✓	Map and parcel number of subject property
✓	Current Land Use District of subject property
NA	If the applicant is different from the owner, a notarized letter of authorization from the property owner stating that the applicant may act on their behalf
✓	List of adjacent property owners obtained from the Tax Assessor's office (see page 4, item 4D of the application)
✓	Conceptual site plan (see page 4, item 4E of the application)
✓	Signature of the Applicant
✓	Date
	$150.00 application fee
	$7.00 fee per adjacent property owners for notification
	$100.00 advertising fee

I certify that the above items have been completed.

_____ Signature _____ of
Applicant Date 3/21/2022

SPECIAL EXCEPTION APPLICATION

BRANTLEY COUNTY, GEORGIA

OFFICIAL USE ONLY

SUBMITTAL DEADLINE_____ **Application fee**_____

Public Hearing Dates **Advertising Charge**_____

Planning Commission_____ **Certified Mail Fees**_____

Board of Commissioners_____ **Total Application Fee**_____

Date received:_____ Letters mailed:_____ Property Posted:_____

This is an application for a Special Exception. This completed application, together with all required attachments and fees, must be completed and returned to the Land Use Administrator by one of the established monthly deadlines in order to initiate review and consideration of the request. The applicant is responsible for the completeness, accuracy, and timely submittal of this application, including all of its attachments and fees. Unless otherwise stated, please type or neatly print the responses to each of the following.

1. Applicant Information: Contact person authorized to receive all communication regarding this application:

Name: R. Taylor Hines / Satilla Palmetto LLC

Complete Address: 6370 Brooks Circle Blackshear GA 31516 Phone: 912-614-7800

Has the applicant made any campaign contributions over $250.00 to any local government official of the local government considering the application?

YES_____ NO ✓

2. Property Information:

Map Number: _____ (All) or Part (circle one) of Parcel Number: B042B026

General Location Description: 7671 Caney Bay Rd. (Approx 600 ft. from Caney Bay/301 intersection)

Existing Use of the Property: Storage Unit Rentals

Acreage (or square footage if less than 1 acre): 1 acre

Current Land Use District: AG

Has this property been denied a Land Use Change during the past 12 months?

YES_____ NO ✓

Has any public hearing been held regarding this property during the past 3 years?

(If so, describe.) No

How will the property receive water and sewer services? (Public, private, community, septic, etc.)

NA

3. Owner Information: (If the applicant listed above is not the current owner of the property, then list the names and addresses of all owners of record for each property that is the subject of this application.) Also, if the applicant is not the current owner or is one of multiple owners, a notarized Letter of Authorization shall be signed and submitted by all owner(s).

Map/Parcel Number	Owner of Record	Mailing Address

4. Special Exception Request: Add additional Storage Units to property

5. Approximate cost of work involved: $ 60,000

6. Please explain why the Special Exception should be granted: addition of Storage units will not disrupt area / neighborhood in any way and storage units are already on the property - this is not a new business, I just want to add to current

Special Exceptions granted by the County Commission shall be executed within a period of twelve (12) months from date of approval. Special Exceptions not executed within this time period shall become null and void and are subject for procedures for resubmission. Special Exceptions are not transferable except upon written approval of the appropriate governing body.

7. Attachments: The following items must be submitted in full prior to acceptance of this application.

A. **List of all current owners of record** for properties located immediately adjacent to or directly across any right-of-way from the subject property. The list shall include the current names, mailing addresses, and tax map/parcel numbers as reflected on the current tax roll of Brantley County. (This information may be obtained from the Brantley County Tax Assessor's Office.) Please list on page 7 and sign.

B. **Letter of Intent;** stating the request, why the request is being made, and any other specific information.

C. **Proposed Conceptual Site Plan** that includes:

a. Applicant name, date or drawing, and revision dates if applicable.

b. The size and location of the lot.

c. The dimensions and location of the existing building or structure(s) on the lot in question.

d. The dimensions and location of the proposed building, structure, or addition(s) on the lot.

e. If applicable, the location of any existing buildings on adjacent lots and their property line distance.

f. Any additional information necessary to allow understanding of the proposed use and development.

Special Exception Process: The Brantley County Planning Commission shall review the application for a Special Exception at a public hearing and shall make a **recommendation only** to the Brantley County Commissioners. At a second public hearing, the Brantley County Commissioners shall hear and decide all requests for Special Exceptions. In making this decision, per §13-2.8(F), the governing body shall consider the following:

1) Is the type of street providing access to the use adequate to serve the proposed Special Exception use?

Yes

2) Is access into and out of the property adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and to allow access by emergency vehicles?

yes

3) Are public facilities such as schools, water, sewer or other public utilities and police and fire protection adequate to serve the proposed Special Exception use?

Yes

4) Are refuse, service parking and loading areas on the property located or screened to protect other properties in the area from such adverse effects as noise, light glare and other negative impacts?

Yes

5) Will the hours and manner of operation of the Special Exception use have no adverse impacts on other properties in the area?

yes

6) Will the height, size or location of the buildings or other structures on the property is compatible with the height, size or location of buildings or other structures on neighboring properties?

yes

The County Commission may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and residents in the community, and to protect the value and use of property in the general neighborhood. Wherever the County Commission shall find, in the case of any permit granted pursuant to the provisions of these regulations, that any term, condition or restrictions upon which such permit was granted are not being complied with, said County Commission shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.

PLEASE READ THE ABOVE AND THEN SIGN BELOW.

I do hereby certify that to the best of my knowledge, the above information and attachments are true and correct. I authorize the staff of the Land Use Office or their designee to enter and inspect the premises, which are the subject of this application.

Signature of Applicant

3/2/2022
Date

ADJACENT PROPERTY OWNERS

Map & Parcel Number:	Name and Mailing Address:
1. B042B 027	1. Andrew Harris 4919 Riverside Rd Nahunta GA 31553
2. B042B 025	2. William K. Johns 6075 Bachlott Church Rd Nahunta GA 31553
3. B042B 024	3. Perry S Herrin 179 Waycross Fish Camp Rd Nahunta GA 31553
4.	4.
5.	5.
6.	6.
7.	7.

Signature of Applicant

3/21/2022
Date

AC STORAGE
3727 HIGH BLUFF ROAD
HOBOKEN, GA

HICKOX WAYNESVILLE HOBOKEN

21 March 2022

Brantley Co Board of Commissioners
Planning and Building
33 Allen Road
Nahunta, GA 31553

Re: Letter of Intent for Special Exemption Application for Hickox addition

I am requesting a special exemption for the purposes of adding on to my storage unit rental business in Brantley County. I currently have three locations in Brantley County (Hoboken, Hickox, and Waynesville) and am wanting to add on to the facilities in Hickox and Waynesville.

The addition of the storage units to the Hickox facility will not interrupt the existing traffic or neighborhood. The storage unit addition will be on the west side of the property which is wooded and has a wooded alleyway between my property and my neighbors to that side. The neighbors to the east will not be interfered with by the addition as they won't be able to see it due to the existing storage units on the property. To the north is a mobile home on my property that I own and am renting that will not be affected by the storage units as they come and go via Hoke Circle, which is on the north side of them. To the south the property is Caney Bay Road with an empty lot directly across the street.

I have owned and operated AC Storage and it's three locations in Brantley Co for nearly 8 years and would like to be granted the special exemption for this addition to be able to continue to serve the community and its residents for many years to come. This addition will allow me to meet the growing needs of the citizens of Brantley County and to keep them to from having to go outside of Brantley County to find adequate storage for their personal and commercial storage needs.

I appreciate your consideration for this special exemption and if you need any additional information, please let me know.

Respectfully,

Taylor Hines

qPublic.net™ Brantley County, GA

Legend

- Parcels
- Roads

Parcel ID	B042B 026
Class Code	Residential
Taxing District	NAHUNTA FIRE DIST
Acres	1

(Note: Not to be used on legal documents)

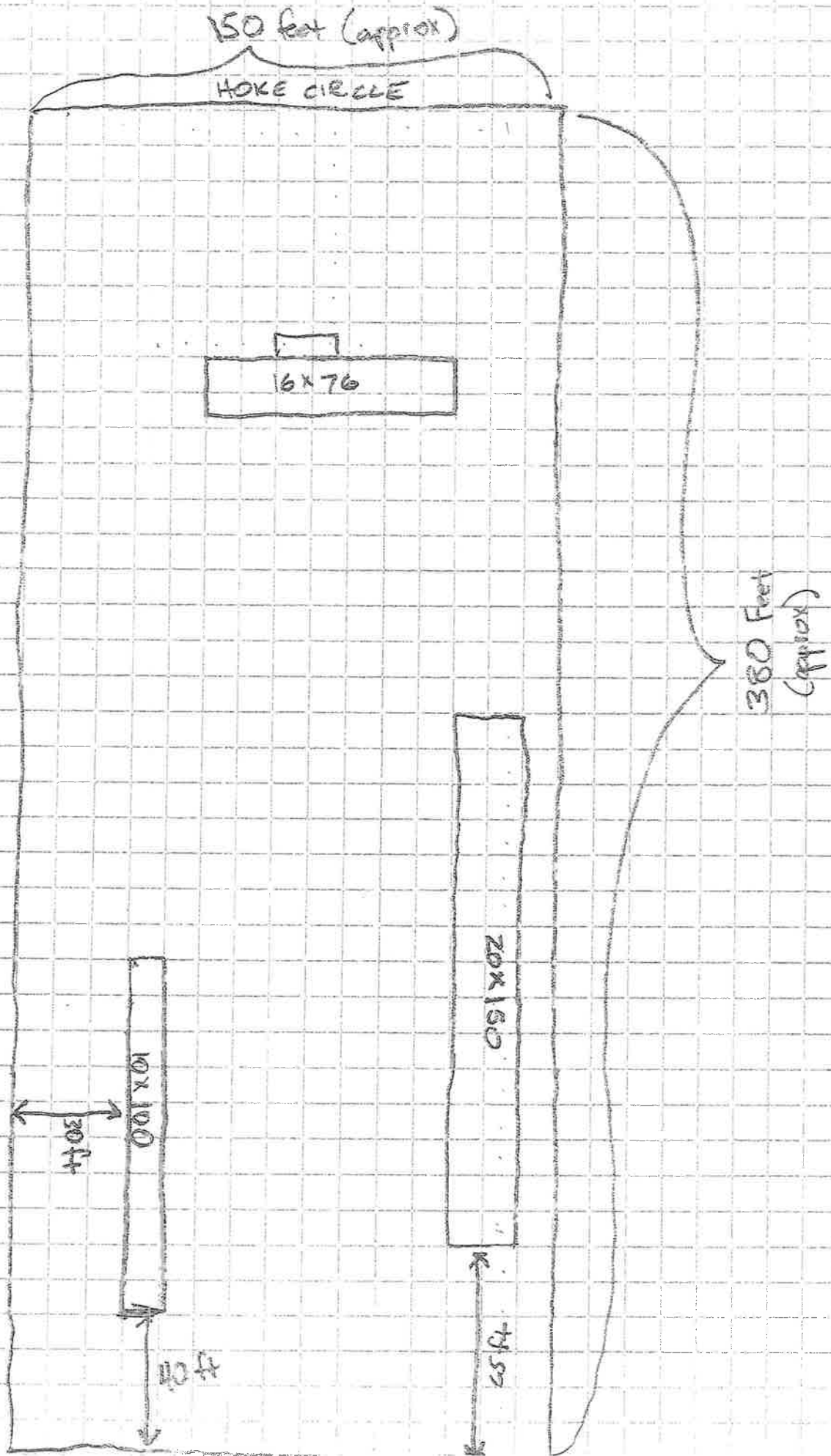
Owner	SATILLA PALMETTO LLC PO BOX 1319 WAYCROSS, GA 31502
Physical Address	n/a
Assessed Value	Value $72119

Last 2 Sales

Date	Price	Reason	Qual
6/25/2014	$223640	FS	U
4/2/2012	$50000	CP	U

Date created: 3/18/2022
Last Data Uploaded: 3/18/2022 6:51:58 AM

Developed by Schneider GEOSPATIAL


150 feet (approx)
HOKE CIRCLE
16 x 76
360 Feet (approx)
20 x 150
10 x 100
20 ft
40 ft
45 ft

SATILLA PALMETTO LLC
3727 HIGH BLUFF RD
HOBOKEN, GA 31542

1481

64-405/612
01

DATE 3/21/2022

PAY TO THE ORDER OF Brantley Co Board of Commissioners $ 271.00

Two hundred Seventy one dollars & 00/100 DOLLARS

WAYCROSS BANK & TRUST
WAYCROSS, GEORGIA 31501

FOR Special Exemption Application

⑈001481⑈ ⑆061204052⑆ 101 7116⑈

BRANTLEY COUNTY
GEORGIA

The Greater Brantley County Planning Commission Meeting

March 24, 2022, 6:00 pm

Agenda

1. Call to Order and Welcome

2. Invocation and Pledge of Allegiance

3. Approval of Agenda

4. Approval of the Minutes of the last meeting.

5. Old Business

6. New Business

A. Rezoning Request 01-2022. Request to rezone Industrial Park Parcel B048 097 from the current classification of "Agriculture Forestry", to "Light Industrial" classification. This parcel is located at 345 Industrial Park Road, Nahunta, GA 31553, (formerly know as Limtech Technologies, LLC).

1) Public Comment on Rezoning. a. For b. Against.
2) Commission discussion and Vote to Approve of Disapprove Rezoning Request 01-2022.

B. Rezoning Request 02-2022. Request to rezone Agricultural for a Special Exemption to add additional storage units to property.

1) Public Comment on Rezoning. a. For b. Against.
2) Commission discussion and Vote to Approve of Disapprove Rezoning Request 02-2022

7. Other Business and General Discussion

8. Adjourn

BRANTLEY COUNTY
GEORGIA

COPY

mailed 4/12/22

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Chris Harris, Chairman
Brian Hendrix, Vice-Chairman
Randy Davison, Commissioner
Harold Herndon, Commissioner
Jesse Mobley, Commissioner

Post Office Box 398
33 Allen Road
Nahunta, Georgia 31553
(912) 462-5256
FAX (912) 462-5538
Email: bcbc@btconline.net

René T. Herrin, County Clerk
Kendal Lewis, Human Resources Coordinator
Taylor Sheppard, Administrative Assistant

April 12, 2022

GA DNR Real Estate Office
2 MLK, Jr., Drive, SE
Suite 1352 East
Atlanta, GA 30334-9000

Dear Mr. Williams,

Please find the Lease to DNR for boating access, signed by the Brantley County Chairman, Chris Harris. Please sign and return to the below address:

Brantley County Board of Commissioners
33 Allen Road
Nahunta, GA 31553
ATTN: Rene' Herrin, County Clerk

Thank you for your assistance in this matter.

Sincerely,

Rene' Herrin

Rene' Herrin
County Clerk

When recorded, return to:
GA DNR Real Estate Office
2 MLK, Jr. Drive, SE, Suite 1352 East
Atlanta, Georgia 30334-9000

STATE OF GEORGIA

COUNTY OF BRANTLEY

LEASE TO DEPARTMENT OF NATURAL RESOURCES FOR BOATING ACCESS

THIS INDENTURE, entitled "Lease To Department of Natural Resources For Boat Ramp Construction", (hereinafter "Lease"), is made and entered into this 7th day of April, 2022, by and between **Brantley County**, Georgia, (hereinafter referred to as "LESSOR"), whose address is 33 Allen Road, Nahunta, GA 31553, and the **DEPARTMENT OF NATURAL RESOURCES** (hereinafter referred to as "LESSEE" or "DEPARTMENT"), acting for the State of Georgia, whose address for the purpose of this Lease is Suite 1252 East Tower, 2 Martin Luther King, Jr. Drive, S. E., Atlanta, Georgia 30334-9000.

W I T N E S S E T H:

WHEREAS, there is a demonstrated interest and need for public access to streams and impoundments within the State of Georgia for water related recreational purposes; and WHEREAS, LESSEE desires to lease a parcel of land to construct, operate

and maintain a boat launching ramp and access area for the use of the general public on a portion of LESSOR'S property; and

WHEREAS, under O.C.G.A. §§ 12-3-5 (c) and (e), and O.C.G.A. §§ 50-16-38 (a)(2), LESSEE is authorized to lease land for such purposes; and

WHEREAS, this lease is subject to approval by the Board of the Department of Natural Resources; and WHEREAS, LESSOR desires to cooperate with the DEPARTMENT in its efforts to provide recreational opportunities for the people of Georgia by granting to the DEPARTMENT a lease on a parcel of LESSOR'S property for the above-stated purposes.

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and of the mutual benefits flowing between the parties hereto, whose receipt and sufficiency are hereby acknowledged, LESSOR and LESSEE covenant and agree as follows:

1.

PREMISES

LESSOR hereby grants, demises and leases to LESSEE the premises described on EXHIBIT "A" and shown on plat of survey marked EXHIBIT "B" (hereinafter referred to as the "premises"), which are attached hereto and incorporated herein by reference.

2.

TERM

The leasehold shall have a term commencing at 6:00 P.M. EST, on the date first above written and expiring at 8:00 A.M. EST, on the twenty-fifth (25th) anniversary date of the date first above written.

3.

RENT OR FEES

LESSEE shall pay no rent or further consideration beyond the initial consideration, whose receipt and sufficiency are acknowledged by LESSOR.

LESSOR and the LESSEE hereto do mutually covenant and agree that the herein referenced boat ramp, parking area and any other facilities constructed of placed upon the Premises shall be operated and maintained for the recreational pleasure of the general public without charge.

4.

COVENANT OF QUIET ENJOYMENT

LESSOR promises and warrants that LESSEE may peaceably hold and enjoy the premises during the full term of the leasehold herein granted. The use of the premises shall not endanger health or create a nuisance, and LESSEE shall take all reasonable precautions to assure that construction, use, operation and maintenance of the premises and structure or facilities on the premises will be such that the scenic,

recreational and environmental values of the project will be protected and LESSEE's use of the waters of the project shall be nonexclusive.

5.

IMPROVEMENTS

LESSEE may further improve the premises with removable buildings, boat ramps, courtesy docks, canoe steps, signs and other structures and may construct roads and trails. LESSEE shall erect a sign on the premises which acknowledges the Federal Aid in Sport Fish Restoration Program and the LESSEE. LESSEE may also construct a fence anywhere within the premises in its sole discretion. LESSEE shall comply with all applicable laws relating to its use of the premises, including, but not limited to, the jurisdiction of the U.S. Army, Corps of Engineers, and State and Federal Environmental Protection Agencies. Any improvements placed upon the premises shall be and remain personal property of LESSEE, and except for the ramp Improvements, LESSEE may remove any of its improvements and other property from the premises anytime during the term of the leasehold and, if the leasehold shall be terminated prior to its natural expiration, for a reasonable time following such termination. LESSEE shall have reasonable access to the premises for the purpose of any such removal following early termination.

LESSOR shall not make any improvements to the premises, including but not limited to the placement of signs or trash receptacles, without prior written authorization from the LESSEE. Authorized improvements to the premises by the LESSOR shall be and remain personal property of the LESSOR.

CARE AND OPERATION OF THE PREMISES

LESSEE accepts the premises in their present condition as suited for the use intended by LESSEE.

LESSEE, only to the extent that it maintains similar facilities throughout the State of Georgia and to the extent that LESSEE, as determined solely by LESSEE, has the funds to do so, shall maintain that portion of the premises in good order and repair for the term of the leasehold herein granted except as otherwise provided herein.

LEESSEE shall be responsible for any needed repairs to the boat ramp and signs, LESSEE shall periodically inspect the facility to ensure compliance with Federal funding rules and regulations.

LESSOR agrees to provide for periodic inspection, trash and litter removal, parking area grading, and other routine maintenance, as needed, which enhances the appearance or usefulness of, or local pride in the premises such as grass cutting and removal of silt from the boat ramp. LESSOR shall provide and suitably maintain an all-weather public access road to the premises and place and maintain boundary markers on the premises.

7.

CLOSURE OF PREMISES

Except under hazardous conditions or emergency, the LESSOR shall not close the premises without written authorization from the LESSEE. In the event of hazardous conditions or emergency the LESSOR shall notify the LESSEE of the closure, expected duration and reopening of the premises as soon as practical.

8.

DEFAULT BY LESSEE

Before LESSOR may assert any remedy for the alleged breach or default in any term of this Lease, LESSOR shall give LESSEE specific, written notice of the alleged default or breach. Upon such written notice of default, LESSEE shall have sixty (60) days within which to cure the alleged breach or default or to dispute LESSOR's assertion of breach or default.

9.

LESSOR'S AND LESSEE'S LIABILITY FOR LOSS

Nothing in this lease is intended to diminish any protection afforded either the LESSOR or the LESSEE by the provision of the Georgia Recreational Properties Act (OCGA 51-3-20 through 51-3-26). LESSEE's liability in tort is further governed by the Georgia Tort Claims Act, OCGA Title 50, Chapter 21, Article 2, as now existing or

hereafter amended or repealed. No subrogation against LESSEE shall be permitted by any insurance otherwise obtained by LESSOR.

10.

TERMINATION

LESSOR may terminate this Lease upon ninety (90) days written notice to LESSEE upon the occurrence of the following:

The LESSEE allowing use of the property to create a condition constituting a public nuisance or a hazard to the safety and health of the public. Should LESSOR believe that LESSEE has allowed the property to be used in such a way as to create a condition constituting a public nuisance or hazard to the safety and health of the public, LESSOR shall give notice to LESSEE of LESSOR's determination, which notice shall contain the facts upon which LESSOR has relied in reaching its determination. LESSEE shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of actual receipt of the notice in which to challenge LESSOR's determination or to correct the condition of which it was apprised in LESSOR's notice.

LESSEE may terminate this Lease upon ninety (90) days written notice to LESSSOR upon the occurrence of the following:

LESSEE has cause to believe the LESSOR does not hold clear title of ownership, or any other defect of legal interest, to the premises. LESSOR shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of LESSOR's receipt of notice in which to challenge LESSEE's determination and to correct the condition apprised in the LESSEE's notice.

11.

ASSIGNMENT

LESSEE may not assign any right, title or interest it has under this Lease without consent to LESSOR except to an officer or agency, department, instrumentality or public corporation of the State of Georgia for public purposes.

12.

TIME OF ESSENCE

Time is of the essence in this Lease.

13.

TAXES

LESSOR acknowledges that the execution of this Lease does not confer any tax-exempt status upon LESSOR or LESSOR'S reversionary interest in the premises during the term of the leasehold.

14.

NOTICES

Any notice, statement, request, or authorization (hereinafter simply referred to as "notice") given, or required to be given, hereunder by either party to or from the other shall be in writing and shall be sent by United States Certified Mail, postage prepaid, marked "show to whom, date & address of delivery", to the party to be notified at such party's address as hereinabove set forth. The day upon which any such notice is so mailed shall be the date of service. Each party may from time to time, by notice to the other, designate a different address to which notices hereunder shall be sent. Any notice reasonably calculated to apprise the party so notified of the circumstances involved shall be deemed sufficient under this Lease.

15.

CONTINUITY

Each provision of this Agreement shall apply to, be binding upon, enforceable against and inure to the benefit or detriment of all the parties hereto and to their respective successors and assigns. Whenever a reference to a part hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

16.

NO WAIVER

No failure of any party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other to their obligations hereunder, and no custom or practice of any of the parties hereto in variance with the provisions hereof, shall constitute a waiver of any party's right to demand exact compliance with provisions hereof.

17.

CUMULATIVE, NOT RESTRICTIVE

All rights, powers and privileges conferred in this Agreement upon all of the parties hereto shall be cumulative of, but not restrictive to, those given by law.

18.

CAPTIONS

The caption of each numbered provision hereof is for the purpose of identification and convenience only and shall be completely disregarded in construing this Agreement.

19.

INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is

agreed that the Court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who herself, himself, or itself, or through her, his, or its agent, prepared the same, it being agreed that the agents and counsel of all parties hereto have participated in the preparation hereof.

20.

ENTIRE AGREEMENT

This Agreement supersedes all prior discussions and agreements between the parties with respect to the matters provided for herein and constitutes the full, sole, complete and entire agreement among them with respect hereto. No agent, employee, officer or representative of or attorney for either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, amending, adding to, or changing the provisions of this Lease. No modification, amendment or change of, to or in this Agreement shall be binding on either party unless such modification, amendment or change shall be in writing, executed by both parties and by reference incorporated in and made a part of this Lease.

LEASE EFFECTIVE

This Agreement shall become effective upon its due execution.

IN WITNESS WHEREOF, all the parties hereto have caused this Agreement to be executed in their names as of the date hereof.

Signed and sealed **LESSOR: BRANTLEY COUNTY BOARD OF COMMISSION**

as to **LESSOR**

in the presence of:

Rebecca Thornton

Witness

By: Chris Harris

Chris Harris, Chairman

Rene T Herrin

Notary Public, State of Georgia

Date Notarized: April 8, 2022

My Commission Expires:

(NOTARY PUBLIC SEAL)

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO. GA

Signed and Sealed

as to **LESSEE**

in the presence of:

LESSEE: DEPARTMENT OF NATURAL RESOURCES

_____

Witness

By: _____

Mark Williams
Commissioner

_____

Notary Public, State of Georgia

Date Notarized: _____

My Commission Expires:

(NOTARY PUBLIC SEAL)

Scoring Sheet for the Brantley County Airport Consulting RFP
Name of Ranking person:

Summary	EXP	Ranking * Croy	Passero	Evaluator
1	23	16	34	DeWayne Johns
2	12	31	29	Gary Johns
3	16	25	31	Wyatt Hutcheson
4	15	32	25	Chuck Scragg
Total	66	103	119	

* Methodology: Forced Ranking by question 3=Best Suited 2=Next Best Suited 1=Least Suited

Verified:
Signature Chuck Scragg Date 3/26/2022

The following criteria shall be used to select the consultant:

1 Capability to perform all or most aspects of the project and recent experience in airport projects comparable to the proposed tasks.

2 Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA and State regulations, policies, and procedures.

3 Capability to meet schedules or deadlines.

4 Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns.

PASSERO ASSOCIATES
engineering architecture

April 22, 2022

René Herrin
Brantley County Clerk
PO BOX 398
Nahunta, GA 31553

Dear Ms. Herrin:

Please find enclosed the executed agreement with Brantley County Board of Commissioners and Passero Associates, LLC. We look forward to working with you and your team.

Sincerely,

Angela Witt
Grants/Contacts Administrator

Master Consulting Services Agreement

This Master Consulting Services Agreement ("Agreement") is made and entered into as of the 11th day of April, 2022 (the "Effective Date"), by and between **Brantley County Board of Commissioners, Nahunta, Georgia**, with offices located at 33 Allen Street, Nahunta, Georgia 31553 (hereinafter referred to as either "Client" or "County"), and Passero Associates, LLC, with offices located at 4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095 (hereinafter referred to as either "Passero" or "Consultant"). Collectively, Client and Passero are hereinafter referred to as "the Parties" to this Agreement.

Witnesseth:

WHEREAS, Client desires Passero to provide certain professional consulting services as described in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Provision of Services/Method of Project Authorization

1.1 This Agreement provides the terms upon which Client may avail itself of the professional consulting services of
Consultant from time to time over the period of time specified hereinafter. An introduction to these General Engineering/Consulting Services is attached to this Agreement as Attachment A, entitled "General Engineering/Consulting Services, Brantley County Board of Commissioners."

1.2 Passero shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the "Services"). Each Work Order,

when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms and special provisions or conditions specific to the Services or project being authorized (the "Project"). An outline of the Work Order is attached to this Agreement as Attachment B, entitled "Sample Work Order". In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services or Project involved over the conflicting provisions of this Agreement.

1.3 Should Client issue a purchase order or other instrument related to Passero's Services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Passero shall indicate the purchase order number on the invoices sent to Client.

1.4 Since Passero has no control over the cost of labor, materials, or equipment, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by Client to estimate project construction costs, Passero's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, Passero cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If Client wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by Client will be considered Additional Services which entitle Passero to additional compensation shall be negotiated and mutually agreed upon by the Parties.

1.5 If the Services are to include services during construction, any resident engineering, construction observation, special inspections, or testing provided by Passero is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. Passero neither guarantees nor ensures any contractor's work nor assumes responsibility for (i) the means, methods, or materials used by any contractor,

(ii) Project site safety, or (iii) any contractor's compliance with laws and regulations. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project; including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.

1.6 The Services shall be performed by Passero utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than as expressly set forth herein, Passero makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this agreement. Passero shall have no liability for indirect, special, incidental, punitive or consequential damages of any kind.

2. Client's Responsibilities

2.1 Client shall provide full information regarding its requirements for the Services or Projects and shall arrange for Passero, its agents and consultants access to the site of work.

2.2 Client shall designate a representative authorized to act on its behalf with respect to the Services or Project. Client's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by Passero or furnish information required of Client and, when specifically requested to do so by Passero in writing, Client's authorized representative shall render in writing decisions pertaining thereto promptly so as not to delay the progress of Passero's Services.

2.3 Client shall provide Passero, its agents and consultants, access to its records to the extent necessary to perform Passero's obligations hereunder. If any off-site investigations are required, it shall be Client's responsibility to secure the required access rights from site owners.

3. Term of Agreement

The term of this Agreement shall be five (5) years from the date this contract is approved and executed by the Brantley County Board of Commissioners, unless notice of termination is given as set out more fully below.

4. Compensation and Method of Payment

4.1 Client shall compensate Passero for the Services on the basis as set forth herein and in each separately issued Work Order.

4.2 Passero recognizes that Client is generally exempt from paying sales and other forms of taxes. However, in the event that Client is required by law to pay any sales or similar tax by any governmental authority, Client shall pay any such tax promptly and when due.

4.3 Passero shall invoice Client monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable within thirty (30) days of receipt by Client. Client shall notify Passero in writing of any disputed amount contained in an invoice within fifteen (15) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

4.4 Compensation due Passero under this Agreement is due and payable at Passero's offices in St. Augustine, Florida (or at such other location as may be specified by Passero in writing).

4.5 If Client fails to make any payment due Passero for Services and Reimbursable Expenses within thirty (30) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due Passero shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the thirtieth (30th) day; and, in addition, Passero may, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Passero has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without Passero incurring liability due to such suspension. Timely payment of Passero invoices is a strict condition precedent to the assertion of any and all claims. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Passero's services, including but not limited to the services described herein.

4.6 Please see Attachment C for a list of Passero's standard hourly billing rates for calendar year 2022. Billing rates for subsequent years covered by this Agreement shall be negotiated on an annual basis.

5. Delays/Changes

5.1 Any delay or default in the performance of any obligation of Passero under this Agreement resulting from any cause beyond Passero's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of Passero as long as performance is delayed or prevented thereby, and the compensation due Passero hereunder shall be equitably adjusted.

5.2 During the performance of the Services hereunder, Client shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by Passero, then, upon completion of such additional services, Passero shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. Direct Personnel Expenses Defined

6.1 Direct Personnel Expenses are defined as the cost of salaries of employees of Passero engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits. Direct Personnel Expenses are not included in the Reimbursable Expenses detailed below.

7. Reimbursable Expenses Defined

7.1 Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by Passero, its employees, or its consultants in the interest of the Services or Project including but not limited to:

7.2 Transportation and subsistence of Project personnel, consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of

authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproduction and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other materials and expendable supplies directly used with respect to the Project.

7.3 Any other provision of this Section 7 notwithstanding, Reimbursable Expenses are limited to the amounts set forth in each Work Order.

8. Insurance

8.1 Passero agrees to maintain the following insurance coverages during the performance of its Services under this Agreement:

Type	Coverage
Worker's Compensation and Employer's Liability	Statutory
General Liability – Bodily Injury/Property Damage Combined (including contractual)	$1,000,000 / $3,000,000
Automobile Liability – Bodily Injury/Property Damage Combined (including contractual)	$1,000,000 / $1,000,000
Professional Liability (including errors and omissions)	$1,000,000 / $1,000,000

8.2 Upon request, Passero shall provide Client with a certificate of insurance indicating that the above-described coverages are in effect. Certificates of Insurance will be issued on a project-by-project basis, shall reference the specific project, and shall also reference the Georgia Department of Transportation as a Certificate Holder.

8.3 Limitation of Liability: The County agrees, to the fullest extent permitted by law, to limit the Consultant's professional liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, to the coverage amounts detailed above.

9. Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon thirty (30) days written notice. In the event of termination, Passero shall be compensated, as provided herein, for Services performed through receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than thirty (30) consecutive days, Passero shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, Passero's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Passero's Services.

10. Use of Documents and Electronic Deliverables

10.1 All Documents and Electronic Deliverables created by Passero during its' assignment to the County shall become property of the County. All Documents are recognized as instruments of Service in respect to this Project, and Consultant shall also retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

10.2 Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as "hard copies") that are signed and sealed by Consultant. Electronic files of text, data, graphics, or other types that are furnished by Consultant ("Electronic Deliverables") to Client are only for convenience of Client. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the Client's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 When transferring Electronic Deliverables, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

10.4 Client may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by Client. Such Electronic Deliverables are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Consultant is providing such Documents and Electronic Deliverables for Client's use only for this Project. Any reuse or modification of Electronic Deliverables without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant or Consultant's subconsultants. Any verification or adaptation by Consultant of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates agreed upon by Client and Consultant.

11. Hazardous Substances

11.1 Client recognizes that the Project site may involve the presence of hazardous, toxic or pollutive substances. Passero has no responsibility for the condition of the Project site or the handling, storage or disposal of any substance or materials from any Project site or otherwise.

12. Equal Opportunity Employer

12.1 Passero is an equal opportunity employer. Passero does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status; and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era, or disabled individuals.

13. Contingent Fees

13.1 Passero warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for Passero, whose fee, commission, percentage, gift, or other consideration from Passero is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. Construction

14.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Georgia.

15. Venue, Dispute Resolution

15.1 Client and Passero agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Brantley County, Georgia.

15.2 In the event of a dispute between the County and Consultant, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

16. Dispute Costs

16.1 In the event litigation shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses and attorneys' fees which may be incurred on account of such litigation, as well as at every stage of any such proceedings from the time such dispute first arises through trial, arbitration or other proceedings and all appellate processes.

17. Successors and Assigns

17.1 Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors, and assigns. Passero will not assign this Agreement in whole or in part, or delegate any of its responsibilities hereunder to any third party, without the express written consent of the Client, which consent shall not be unreasonably withheld.

18. Entire Agreement

18.1 This Agreement and the exhibits hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon Client or Passero unless reduced to writing and signed by both Parties. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

19. Partial Invalidity

19.1 If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Notices

20.1 Any notice, demand, request, or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinabove given.

20.2 Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To Client:
Skipper Harris, Chairman
Brantley County Board of Commissioners
33 Allen Street
Nahunta, GA 31553

To Consultant:
Bradley J. Wente, P.E., V.P.
Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

21. No Partnership

21.1 Nothing contained in this Agreement shall or shall be deemed or construed so as to create the relationship of employer–employee, principal–agent, joint venturers, co–adventurers, or partners between Client and Passero, and they are and shall remain independent contractors one as to the other.

22. Counterparts

22.1 This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. Additional Provisions

23.1 Confidentiality: The County requires that Passero exercise reasonable care in order to protect the Airport business operations from other Airports in similar business enterprise.

23.2 Right of Refusal: The County has the right to refuse Passero's assignment of subconsultant contracts to any subcontractor not acceptable by the County.

23.3 Please see Attachment D, a template for federal contract provisions that may be applicable, based upon the type of contract, agreement, or project.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

Typed Name: Chris "Skipper" Harris, Chairman

"Client"

Brantley County Board of Commissioners

By: _____

Chairman

Attest:

By: _____

Typed Name Rene' Herrin

Title: Brantley County Clerk

Date: April 11, 2022

(CORPORATE SEAL, optional)

Typed Name: Bradley J. Wente,

"Consultant"

Passero Associates, LLC

By: _____

P.E., Vice President

Attest:

By: _____

Typed Name: Angela Witt

Title: Grants/Contracts Administrator

Date: April 22, 2022

(CORPORATE SEAL, optional)

Attachment A

Scope of Work

General Engineering/Consulting Services

Brantley County Airport (4J1)

Nahunta, GA

Scope of Work – General Engineering/Consulting Services

Brantley County Airport (4J1)

Nahunta, GA

I. General

The General Engineering/Consulting (GEC) Services to be provided shall be on a continuing basis. Specifically, authorized GEC services shall be described in separate work orders. The Consultant shall prepare each work order and forward it to the **Brantley County Board of Commissioners** for review, action, and approval. Consultant shall not proceed on projects until receipt of written authorization to proceed from the County. If Consultant does proceed prior to receipt of written authorization, Consultant services may not be eligible for payment from the County.

Scope of work, fees, and schedule for each phase of the development program (or a specific project within a development program) shall be set forth in each work order. If there are any inconsistencies between the Master Consulting Services Agreement and a work order, the work order shall govern.

Professional services shall be divided into two categories of services, in accordance with industry standards: 1 — Basic Services, and 2 — Special Services. Basic Services shall be completely defined within each work order by a scope, lump sum fee, schedule, and deliverables. Special Services are services that can reasonably be anticipated to become a part of the project before the start of a project; however, these services can only be defined at a later date in the development program (or project). Special Services such as wetland delineation/flagging, survey, and mapping of flagged areas would be considered as one example of this type of service, as the exact wetland boundaries (and size) cannot be determined at the start of a project. Special Services shall be performed as approved by the County in writing, and as funds are available. If requested by the County, a preset fee for anticipated Special Services shall be included in work order(s). If additional funding is required due to project conditions, field conditions or other information, the County and Consultant shall either modify the program (or project) or the County shall commit additional funding.

The sections that follow describe potential forms of professional General Engineering/Consulting Services to be provided.

II. Program Management Services

In general, Program Management (PM) services involve the detailed coordination of individual projects within overall development programs, including a continuing review of active development procedures relating to specific County goals and objectives. Specifically, PM services provide the County with program/project direction, consulting, and review from initial program concepts to final project closeout. PM services also provide multi-disciplined, multi-sponsored project coordination (i.e., projects "by others"), to update the County on "other" development programs that may have an effect (or interaction) on County programs. PM services may be assigned by the County for programs related to the Airport. Specifically, PM services may consist of the following:

1. Providing consultation with County on both overall development program and specific project requirements, finances, schedules, and other pertinent matters early in the life (and throughout the life) of the program (or project).
2. Review programs (and projects) in accordance with FAA and GDOT airport design standards, recommendations, advisories, regulations, and orders.
3. Coordination with the FAA, GDOT, County, the general public, and other concerned agencies involved with the Airport and other development programs within the County.
4. Conducting and attending progress meetings.
5. Conducting and attending public information meetings, public hearings, and other associated presentations.
6. Collecting data necessary to prepare financial, planning, environmental, architectural, engineering, and other feasibility studies.
7. Conducting grants-related research and/or administration throughout the life of the program/project, including the preparation of necessary applications for local, state, and federal grant programs and studies.
8. Any other program management-related services, as requested by County and agreed to by Consultant.

III. Engineering Design and Construction Phase Services

As directed, the GEC will provide engineering design and construction–phase services. In general, the GEC shall provide technical services, prepare interim reports, and provide status update presentations as each portion of a development program progresses for County review and comment.

Engineering design and construction phase services may consist of the following:

1. Civil engineering.
2. Site engineering.
3. Environmental engineering and storm water management.
4. Structural, mechanical, electrical, and plumbing engineering.
5. Transportation and traffic planning and engineering (including drainage analysis).
6. Architectural design and interior design services.
7. Landscape architecture services.
8. Bid preparation, review, and recommendation of award.
9. Construction administration and resident engineering/owner's representative services.
10. Design–build coordination, management, and construction administration.
11. Value engineering.
12. Geotechnical investigation.
13. Topographic surveying.
14. Any other engineering design and construction phase services, as requested by County and agreed to by Consultant.

IV. Planning Services

As directed, the GEC will provide planning–related services. In general, the GEC shall prepare technical studies, feasibility studies, interim reports, and provide status update presentations as each portion of a development program progresses for County review and comment.

Planning services may consist of the following:

1. Project feasibility, operational, and financial planning.
2. Airport Master Plans and Airport Layout Plans.
3. Transportation and traffic planning.
4. Recreational facility planning.
5. Drainage master planning.
6. Environmental Assessments and Environmental Impact Statements.
7. Noise compatibility studies, noise measurement and monitoring.
8. Financial studies.
9. Economic development and/or impact studies.
10. Assistance with state and federal-level MBE/DBE Programs.
11. Annual updates of the Airport Capital Improvement Program (CIP).
12. Monitor and update tenant lease exhibits.
13. Participate in public information programs and/or public hearings relating to airport planning and development, and other development programs.
14. Monitor and maintain ground and aerial surveys.
15. Any other planning-related services, as requested by County and agreed to by Consultant.

V. Staff Extension Services

Staff Extension Services may consist of small projects, day-to-day professional services, continuing long-term assignments, or miscellaneous services that are needed in an immediate manner. Therefore, the formulation of a new work order may neither be prudent nor possible. A preset hourly fee shall be established when assigning staff extension services. In most cases, the consultant shall "draw down" on a not-to-exceed fee, as directed by the County. If additional Staff Extension Services are desired or required beyond the initial pre-set fee, the Consultant will notify the County before the entire preset fee is exhausted, and an additional fee may be assigned by the County to allow a continuation of services.

Attachment B

Sample Work Order

Brantley County Airport (4J1)

Nahunta, Georgia

Sample Work Order 2022-XX

Project: Sample Project

Passero Associates (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the Brantley County Board of Commissioners dated _____, 2022, all of which terms and conditions are incorporated herein by reference:

Project Location: Brantley County Airport (4J1), Nahunta, Georgia.

Project Description: Sample Project.

Scope of Basic Services: See Attachment "Exhibit A Scope of Work."

Scope of Special Services: N/A

Client Manager: Chuck Scragg, Interim County Manager

Airport Manager: Chuck Scragg, Interim County Manager

PA Program Manager: Michael R. Joseph, P.E.

Basic Services Compensation and Method of Payment: Lump Sum Fee $XXX.XX. See "Exhibit B Cost Summary."

Special Services Compensation and Method of Payment: N/A

Schedule: Services to begin upon receipt of fully executed Work Order, or when Notice-to-Proceed is issued by GDOT.

Meetings: TBD. See Attachment "Exhibit A Scope of Work."

Deliverables: TBD. See Attachment "Exhibit A Scope of Work."

Other Considerations (if applicable): N/A

"Client"

Brantley County Board of Commissioners

NA By: _____

Name: Chris "Skipper" Harris, Chairman

Title: Chairman

Attest:

By: _____

Name: Rene' Herrin

Title: Brantley County Clerk

"Consultant"

Passero Associates, LLC

By:

Name: Bradley J. Wente, P.E.

Title: Vice President

Attest:

By:

Name: Angela Witt

Title: Contracts/Grants Administrator

ATTACHMENT "D" - TEMPLATE
FEDERAL CONTRACT PROVISIONS

(Note: The term 'Contractor' is understood to mean a Subconsultant, and means one who participates, through a contract of subcontract (at any tier)).

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractors and Subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or supplier will be

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director
Land Protection Branch
4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

RECEIVED
MAR 28 2022
By

March 22, 2022

Rene Herrin
Brantley County Landfill
PO Box 398
Nahunta, GA 31553

RE: **Notice of Violation**
Scrap Tire Generator Inspection
Scrap Tire Generator ID
Brantley County

Dear Rene Herrin:

On February 11, 2022, the Environmental Protection Division conducted a Scrap Tire Generator Inspection at the above referenced facility. The inspection was carried out to determine the facility's compliance status with the Georgia Comprehensive Solid Waste Management Act and the Georgia Rules for Solid Waste Management. The following violations were documented:

* 391-3-4-19(6) (a) Failure to store no more than 25 scrap tires anywhere in this state.

Within thirty (30) days of receipt of this letter, please submit a response on how the violation(s) noted above will be corrected. If further enforcement is needed, it will be covered in a separate document. Your cooperation in this matter will be appreciated. If you have any questions, please contact me at (470) 251-4583.

Sincerely,

Timothy M. Gilliland
Unit Manager
Tire Management Unit

Enclosure: Inspection Report
CC: EPD Tire Management Unit

Scrap Tire Generator Inspection Report

I. GENERATOR INFORMATION

Facility Name:	Brantley County Landfill						
Generator ID#:		County: Brantley		New Tire Retailer:	☐ Yes	☑ No	
Generator Representative:	Roger			Facility Contact:	Rene Herrin		
Facility Address:	Smyrna Church Road	City:	Nahunta	State:	GA	ZIP:	31553
Mailing Address:	PO Box 398	City:	Nahunta	State:	GA	ZIP:	31553
E-Mail:	bccm@btconline.net	Phone:		Fax:			

II. INSPECTION DETAILS

Date of Site Visit:	02/11/2022	Inspected by:	Kelly Kutrufis-Lee
Inspection Type:	☐ Routine ☑ Follow-Up ☐ Other		
Manifests Complete:	☐ Yes ☑ No	Records Maintained for Three Years:	☑ Yes ☐ No
Carrier(s):			
Processor(s):			
Fee Report Records:	☐ Yes ☐ No	Fee Compliant:	☐ Yes ☐ No ☐ N/A

# of Scrap Tires On-site: 4500	# of Scrap Tires in Compliance: ☑ Yes ☐ No	Fire / Vector Control:	☑ Yes ☐ No

Violations Noted:	☐	Illegal Dumping	☐	Manifests	☐	Non-permitted Carrier	
	☐	Open Burning	☐	Vector Control	☐	Non-permitted Processor	
	☐	Fees	☑	Storage	☐	No Generator ID	
Technical Guidance Provided:	☐	Fees	☐	Manifests	☑	Storage	
Guidance Documents Provided:	☐	Generator Application	☐	Retailer Responsibilities	☐	Carrier Responsibilities	
	☐	Generator Responsibilities	☐	Tire Fee Report	☑	Carrier List	
	☐	Manifests	☐	Mosquito/Vector Control	☑	Processor List	

III. COMMENTS / CORRECTIVE ACTIONS NEEDED

I spoke with Mr. Roger at the site. We discussed the STAR program and asked for the information. He said he will be speaking with the board about it the next meeting. They had 3 loads of tires removed from the last inspection but are still over the limit. Mr. Roger is emailing a manifest to me of who was used.

Inspected By: Kelly Kutrufis-Lee	Reviewed By: Timothy Gilliland

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Warning and Communication Worksheet

This worksheet is for all Hazard Mitigation Grant Program (HMGP) warning and communication proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance with this worksheet, please contact the Hazard Mitigation Division at (404)-635-7522 or 1-800-TRY-GEMA to have a Hazard Mitigation Program Specialist assigned to you.

A. Applicant Information

1. **Name of Applicant:** Brantley County Board of Commissioners

2. **Applicant Type**

   ☐ **State Government** X **Local Government** ☐ **Private Non-Profit**

3. **Worksheet Prepared by:**

   X Ms. ☐Mr. ☐Mrs. First Name Michelle **Last Name** Lee

   Title EMA Director **Telephone** 912-462-7874

   Address (City, State, Zip): PO Box 398, 33 Allen Road, Nahunta, GA 31553

   E-mail address: ema@brantleycounty-ga.gov

4. **Authorized Applicant Agent** (An individual authorized to sign financial and legal documents on behalf on the local government (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.).

   ☐Ms. X Mr. ☐Mrs. First Name Chris **Last Name** Harris

   Title Brantley County Board of Commissioners, Chairman **Telephone** 912-462-5256

   Address (City, State, Zip): PO Box 398, 33 Allen Road, Nahunta, GA 31553

   E-mail address: skipperandrosemary@btconline.net

   Signature: _____ **Date Submitted:** April 7, 2022

B. Project Information/Mitigation Plan

1. Project Title: **Portable warning and monitoring equipment for all hazards**

2. **Project Summary:** (Describe in detail what you are proposing to do.)

   Brantley County seeks to purchase and install four (4) portable warning systems equipment. This equipment will be placed strategically throughout the County in densely populated areas during emergency situations.

3. **Date of Hazard Mitigation Plan approval by FEMA: December 6, 2018**
   This project must be identified in your Hazard Mitigation Plan. Provide a copy of the goal, objective, and action step that supports your project application. Please attach a letter of endorsement for the project from your County's Emergency Management Agency (EMA) Director

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Warning and Communication Worksheet

Strategy #	Mitigation Action	Lead and Supporting Agency, Department, Organization	Flood	Winter Weather	Thunderstorm	Tornado	Tropical Cyclone	Drought/Ex	Wildfire	Earthquake	Funding Source	Estimated Cost	Completion Timeframe	Progress/ Status	Priority	Previous Strategy #
5.x	Purchase mobile electronic signage with camera capabilities	EMA and emergency response agencies *Brantley County, Nahunta, and Hoboken*	X		X	X	X		X	X	Public and private grants and/or local budgets	$75,000	42 months	NEW	High	NEW

This strategy appears in Chapter 4 of the Brantley County Hazard Mitigation Plan, which is currently being updated.

This project meets the needs identified in Goal 3 (Reduce and, where possible, eliminate repetitive damage, loss of life property from disasters) and Objectives 5 (Increase the ability of Brantley County, its municipalities, and its citizens to respond to natural and manmade hazards through emergency service measures) and 9 (Implement additional protective measures and capabilities in response to manmade incidents) of the 2022 Brantley County Hazard Mitigation Plan. The project is designed to provide emergency warning to citizens and protection of the life and property during future hazard events in Brantley County and its municipalities.

Local Public Information and Awareness Strategy – Local public information efforts provide many methods to reach a larger audience with effective strategies at little cost. Many publications are available for free or can be made available via the county and/or agency websites. All public information efforts are aimed at keeping the citizens of Brantley County fully engaged in the implementation and periodic maintenance of this mitigation plan. Several community events will be leveraged to provide for more awareness opportunities. Public awareness opportunities exist in several venues throughout the county. Plans are being made to set up hazard information booths during these venues including Safety Day in Hoboken in the month of October, at the REMC annual meeting in September, during Trunk or Treat in October, and at the Christmas Parade. During Trunk or Treat and the Christmas Parade, booths can be set up around the Courthouse.
Many of these information and awareness strategies for keeping residents informed include maintaining a countywide crisis alert or notification system, distribution of informational brochures or pamphlets, and providing hazard information booths at several community events, campaign.

C. **History of Hazards / Damages in the Area to be Protected***

Provide a detailed past history of damages in your community for your specific mitigation action. You can use the following web site for details if you do not have them available.
http://www4.ncdc.noaa.gov/cgi-win/wwcgi.dll?wwevent~storms

Georgia Emergency Management Agency / Homeland Security
Pre-Application
Warning and Communication Worksheet

Date	Description of Event	Direct Damages	Indirect Damages *(describe)*
2004	Hurricane Frances	Damages to dirt roads, drainage systems, downed trees and power lines	Emergency Services – power outages, closed roadways, traffic standstills, increased MVC calls.
2016	Hurricane Matthew	Damages to dirt roads, drainage systems, downed trees and power lines	Emergency Services – power outages, closed roadways
2017	Hurricane Irma	Damages to dirt roads, drainage systems, downed trees and power lines	Emergency Services – power outages, closed roadways

D. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
   ☐ Flood ☐ Wind ☐ Seismic ☐ Tornado ☒ Other (list) **All Hazards**

2. Identify the type of proposed project: **Portable warning systems**
   ☐ Siren ☐ Mass Alert ☐ Weather Radios

3. Provide the number of people in the project area that will receive a benefit from the proposed project. Include all structures in project area:

   8,224 Residential property
   203 Businesses / Commercial property
   31 Public buildings
   7/0/65 Schools / Hospitals / Houses of Worship

4. Useful life: The project will provide protection against the hazard(s) above for **5** years.

5. Protection Provided: Describe, in detail, the existing problem. Explain how the proposed project will solve the problem and provide the level of protection.

The County currently depends on borrowing equipment from GEMA or surrounding counties. During Hurricane Irma, the evacuation of Florida was so vast; it was imperative that the County use warning equipment on Hwy 82 and Hwy 301 to instruct evacuees of detours. Our county does not have any hotel accommodations and are not a sheltering county for evacuations, making it important to direct evacuees towards Ware County which was the nearest sheltering county. Purchasing our own warning equipment will allow the County to inform residents of potential hazards as they occur, provide critical information in real time, and remotely monitor hazard sites. The monitoring equipment is a critical component of the warning system. Without the ability to remotely monitor the conditions around the warning system, our public safety personnel would be required to patrol the area and report back any issues or concerns. This task will unnecessarily put public safety personnel at-risk. The capability to view operations remotely reduces risk to public safety personnel, and ensures timely and effective communication of known or potential hazards that can be communicated in real-time to the public. During Hurricane Matthew, Brantley County

identified significant gaps in our ability to monitor and warn the public of weather situations at key locations throughout the county. The proposed warning/monitoring system would directly address this gap in mitigation and improve preparedness.

E. Project Location

1. Name and physical address (including city, state, county and zip code).
   Portable equipment

   Digital Latitude: _____ Digital Longitude: _____

   Year Built: _____

2. **Flood Insurance Rate Map (FIRM) showing Project Site**
   Include copy FIRM map.

   - ☐ VE or V 1-30
   - ☐ AE or A 1-30
   - ☐ AO or AH
   - ☐ A (no base flood elevation given)
   - ☐ B or X (shaded)
   - ☐ C or X (unshaded)
   - ☐ Floodway
   - ☐ Coastal Barrier Resource Act (CBRA) Zone

3. **City or County Map with Project Site and Photographs**

   - ☐ Include Google map with the project site clearly marked.
   - ☐ Include color photographs showing a front view, a side view, a back view and a street view of the structure.

4. **For sirens (only)**
   - ☐ Include color (jpg. Files) photographs showing a north view, east view, south view, west view and street view with a location of each siren.
   - ☐ Include a Google map with the physical location of the siren clearly marked.

Existing Warning Capability (What is your community's current system to provide severe weather warning and alerts to the public)

F. Project Narrative

1. **Warning Capability Improvement**
   a) Explain how the proposed project will provide the level(s) of protection desired.
   b) Describe the relationship between this project and the community's storm ready program.
   c) Who will manage the system once operational?

Currently the County uses Code Red and social media. Even with these communication measures in place, it only targets residents who seek out information. We need to reach

people where they are, and during the evacuation and re-entry process these people are on the roads. Also, we need to provide information to non-residents who do not receive Code Red notifications and may not be checking local social media posts. It is our responsibility to protect everyone in our community during a hazard. It is important that portable warning equipment be implemented into our hazard mitigation planning to ensure this protection. The EMA director will manage the system with the assistance the of incident management team, specifically, logistics and communications.

2.Public Awareness Campaign

a) Explain how you will educate the public on the new warning system features (length of campaign, who is involved, media utilized, etc.).
b) Explain how you will encourage people to participate with the new system.

Brantley County will develop a public awareness campaign for residents on social media specifically Facebook and twitter. The campaign will include information on the importance of notifying the public with the use of warning system equipment, what types of information could be displayed, and how it impacts residents. Additionally, after warning systems are purchased, press releases will be distributed to the local newspaper and shared on social media to inform residents of this new disaster preparedness initiative.

3.Planned Exercise Component

a) Explain how first responders will be trained on the new system's features.
b) Include type of exercise, timeline of when the exercises will happen and summary of who will be involved.

EMA, IT, public works, and incident management staff will train on the warning system equipment by using real time weather events and other hazards to set up equipment and place messages.

4.Project Implementation

a) Detail what activities will be performed to complete this project.
b) Include who will perform the activities needed to complete this project.

EMA staff will purchase equipment. Maintenance will install equipment. EMA, , maintenance, and incident management staff will train and test equipment. Public works will also train on setting up equipment.

G. **Project Cost** (List all anticipated project costs. Consider the potential future date of construction when compiling the cost estimate)

Item Description	Unit	Quantity	Unit Price	Amount	Source
4' x 8' mini matrix Variable Message Sign W/ Cellular Modem w/ GPS , trailer and camera	GSA-WVTMC	4	$32,245.09	$128,980.36	HMGP

Software for message Board	GSA-WANVMS-TRAFVMS	4	$401.50	$1,606.00	HMGP
Equipment Training	GSA-MIL-TR1	1	$1,505.29	$1,505.29	HMGP
Order level materials/set-up	OLM	1	$4,500	$4,500	HMGP
Shipping	VSS-Shipping	4	$1,500	$6,000	HMGP

Total Cost: $142,591.65

Millenium Products Inc.
621 Monte Cristo Blvd
St. Petersburg, FL 33715

Website: https://milleniumproducts.net
Email: info@milleniumproducts.net
Toll Free #: 888-901-7430
Fax: 801-469-7778

GSA Quote

Date: March 14, 2022

Millenium Quote #: 00004699

CAGE # 3DNW8 DUNS #102694671 Federal ID # 86-1159194

Millenium Rep: LH

GSA Advantage!

GS-07F-0231N: Air Compressors, Generators Light Towers, Fuel Tanks & Trailers

GS-07F-0031W: Surveillance Equipment
GS-07F-5791R: Traffic Safety Equipment

GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote. Orders received not indicating a GSA contract number can be accepted at open market pricing only.

To: Brantley County (GA)
ATTN:
33 Allen Road
P.O. Box 398

Your governmental agency is eligible for the following GSA pricing on GSA Contract:
GS-07F-5791R,
1% 20 Net 30

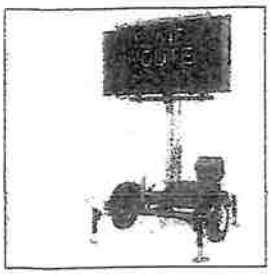
Qty:	Item/Model #:	Item Description:	Unit Rate:	Total GSA Price:
4	GSA-WVTMC	Mini Matrix Traffic Monitoring Trailer- Mini Matrix Message Board, Hydraulic Lift, with Camera and Modem to Monitor 96"Wx55"H Display, Telescoping 360° Rotation Tower, 470 Watt Solar Array, Day/Night PTZ Camera (Avigilon or alt), Modem, 6ea 6V DC Batteries, 45 amp Battery Charger, LED Character Modules with Larger LED/Pixel, Matrix Variable Fonts and Graphics, Minimum 4 Lines with 14 Characters, Preprogrammed Text Messages, Symbols, & Graphics, 2" Ball Hitch, Orange Powder-Coat Finish, NTCIP Compliant, AASHTO (NTPEP) Tested	$32,245.09	$128,980.36
4	GSA-WANVMS-TRAFVMS	VMS Software for Message Board	$401.50	$1,606.00
1	GSA-MIL-TR1	Equipment Training	$1,505.29	$1,505.29
1	OLM	OLM - Order Level Materials Set up and configure client station and one-time license (no recording, no laptop), software can be downloaded to additional laptops or computers.	$4,500.00	$4,500.00
4	VSS-Shipping	Flat Rate Shipping (under 10 pcs)	$1,500.00	$6,000.00

We are happy to be of service. Let us know how we may be of service to you.
Sincerely,

Lori Hipskind, Email: lori@milleniumproducts.net

Total: $142,591.65

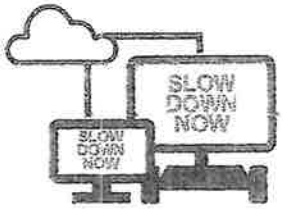
1. Quote valid for 30 days.
2. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Millenium Products, Inc. and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Millenium, Products, Inc. is required to pay any such tax, fee or charge, Purchaser shall reimburse Millenium Products, Inc. therefor or, in lieu of such payment. Purchaser shall provide Millenium Products, Inc. at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.



Annual Web Access Plan | Message Center 360

Developed specifically for law enforcement agencies, the Annual Web Access Plan gives users more remote access and capabilities, including remotely downloading radar data and controlling a message board's functionality without sending officers to the device. This time-saving option is now available with all Stalker Message Center 360 Variable Message Sign models.

Retrieve and download radar data in webpage interface or download to Stalker software



Change pre-programmed trigger messages remotely

Switch radar modes from "normal" to Police mode

Features	Gold Message Board Access	Platinum Message Board and Radar Access	Shield Message Board and Radar Access + Data Download
Change message on demand	✓	✓	✓
Poll Once per hour	✓		
Automated message update every 15 min	✓		
Voltage reports every 15 minutes	✓		
Send message to group of boards	✓	✓	✓
Schedule messages	✓	✓	✓
GPS Updated Hourly	✓	✓	✓
Email notifications	✓	✓	✓
Geofence	✓	✓	✓
24/7 Phone Support	✓	✓	✓
Pull reports on multiple devices simultaneously	✓	✓	✓
Poll Once per minute		✓	✓
Automated message update every 1 min		✓	✓
Voltage reports every 1 minute		✓	✓
Remote radar data download			✓
Switch radar modes (Police Mode & Legacy Mode)		✓	✓
Change pre-programmed trigger messages		✓	✓

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ISO 9001:2015 Certified

006-0056-00 Rev B

800-STALKER

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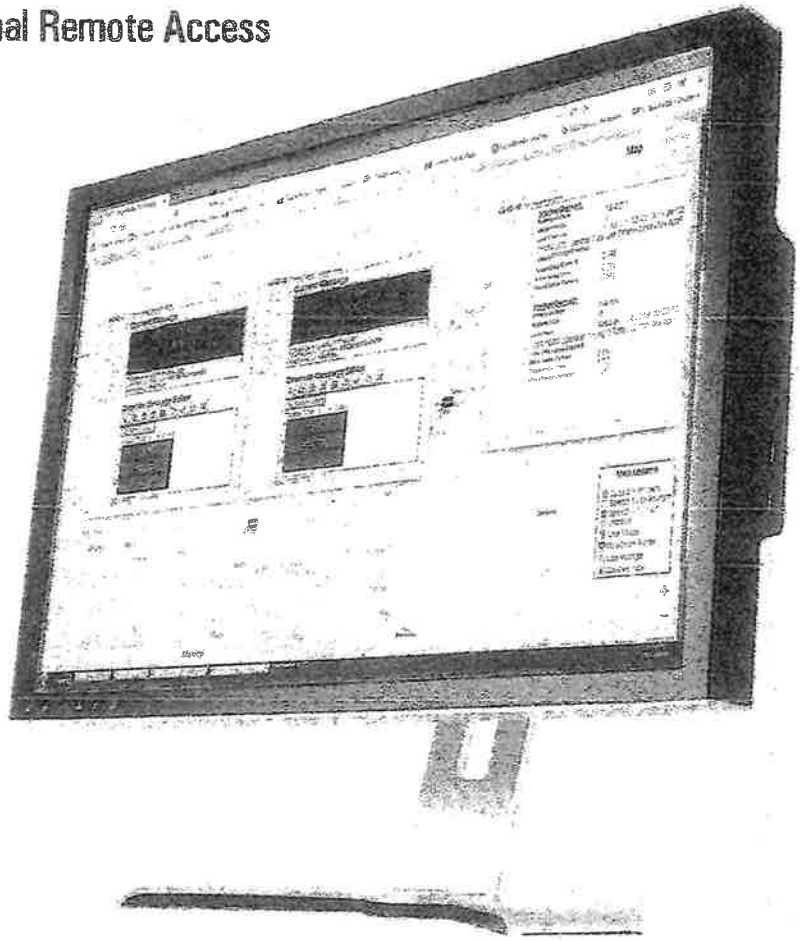
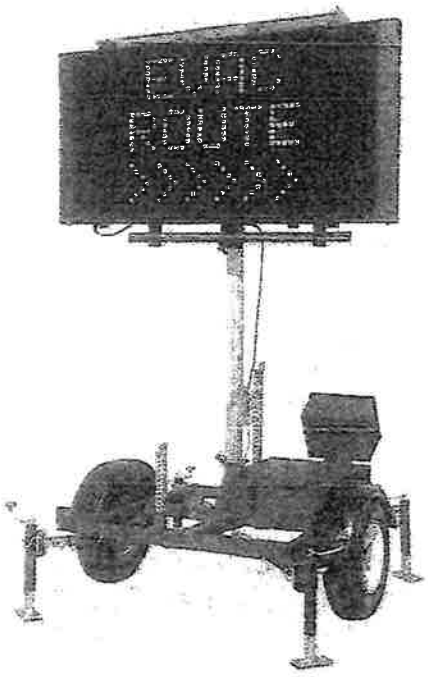


Remote Access to your Stalker Message Center 360

Developed specifically for law enforcement agencies, the Shield Communications Plan gives users cellular access capabilities, including downloading radar data. The message board's functionality is controlled from a desktop or mobile phone without the need to send officers to the location. This time-saving option is now available with all new Stalker MC360 variable message signs.



Powerful Remote Features

- Change message or graphics on one board, or a group of boards simultaneously
- View minute-by-minute battery voltage reports
- Set schedules and alerts
- Dual radar modes
  - Speed Enforcement Mode
  - Data Collection Mode
- Retrieve and download traffic data
- Store messages and graphics in a common library
- Set Geofencing

BUY AMERICAN ACT STALKER COMPLIANT

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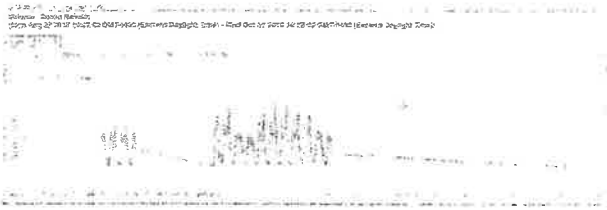
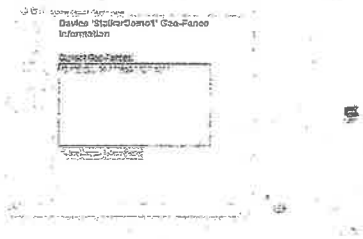
Simple user-friendly interface

Minute by minute battery voltage reports



Built in traffic data reporting



Quick and easy GeoFencing

Intuitive Interface

In this modern age of policing, the days of requiring an officer to drive from message board to message board to update, download data, or check battery voltage are over. Now, with a connected Stalker Message Center 360, the locations of all connected message boards are displayed on an intuitive map interface.

Remote Updates of Messaging and Graphics

Through the use of floating pallets, message and graphic updates can be quickly executed. All functions of the message board are accessed with a few clicks of a mouse. Font size, display timing, and radar operations can be updated and scheduled on demand. Often used messages and graphics can be saved to a common library for efficient recall. Minute-by-minute battery voltage reports help to monitor key message board systems.

Switch Radar Modes

Speed Enforcement Mode

Also called Police Mode, a full range of speed detection functions are available. Minimum speed messaging, maximum speed messaging, and violator speed messaging are controlled by the intuitive interface.

Data Collection Mode

Also called Legacy Mode, a trip speed is set with the corresponding messaging and scheduling functions.

Download Traffic Data

Remote download of your traffic data is an important function of the interface. Management of data can be done directly through the interface, or imported into the Stalker Easy Analyst software for interpretation and reporting.

Set GeoFence

A GeoFence, or virtual boundary, sets triggers for an email or text message alert once the unit leaves the boundary. This is a useful tool for security and custom travel time functions.

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TÜV ISO 9001:2015 CERTIFIED

006-0612-00 Rev A

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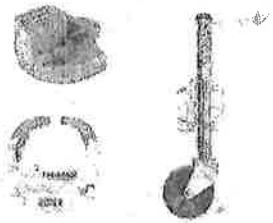
Specifications:

Width	68" (173 cm)
Length	107" (2.72m) with tongue 55" (1.4m) without tongue
Weight	850 lb. (385.5g)
Main Frame	11 ga. formed steel tubing 2" x 3" x .120
Life Mechanism	1500 lb. anti-reversing
Lamp	30" amber LED
Legibility	Up to 1000 ft. (304.8m)
Illumination	Active LED (4 per pixel)
Energy Source	
Battery Bank	(4) 6-volt deep-cycle batteries
Autonomy	21 days @ 78° (25°C)
AC Charger	On-board 45 amp 3-stage charger
Solar	140 watt solar panel array
Recovery Rate	4 hours of sun per 1 day power requirement
Radar - Stalker Stationary Speed Sensor II - 24.125 GHz	
Detection Distance	Up to 1,200' (365 m)
Beam Width	33° x 33°

	MC 360 - 4' x 8'	MC 360 - 3' x 6'
Width	134" (3.4 m) raised 102" (2.6 m) travel	131" (3.3 m) raised 99" (2.5 m) travel
Sign Display		
Height	48" (1.22m)	44" (.91m)
Weight	96" (2.43m)	77" (1.83m)
Viewing Area	44" x 84" (1.11m x 2.13m)	36" x 63" (.91m x 1.6m)
Character Height	9" (22.8cm) / 40" (101.6cm) (up to 4 lines)	9" (22.8cm) / 29" (73.6cm) (up to 4 lines)
Full Matrix Pixels	26 rows / 48 columns	28 rows / 48 columns

Accessories:

- Spare Tire
- Coupler lock
- Wheel lock
- Wheel jack



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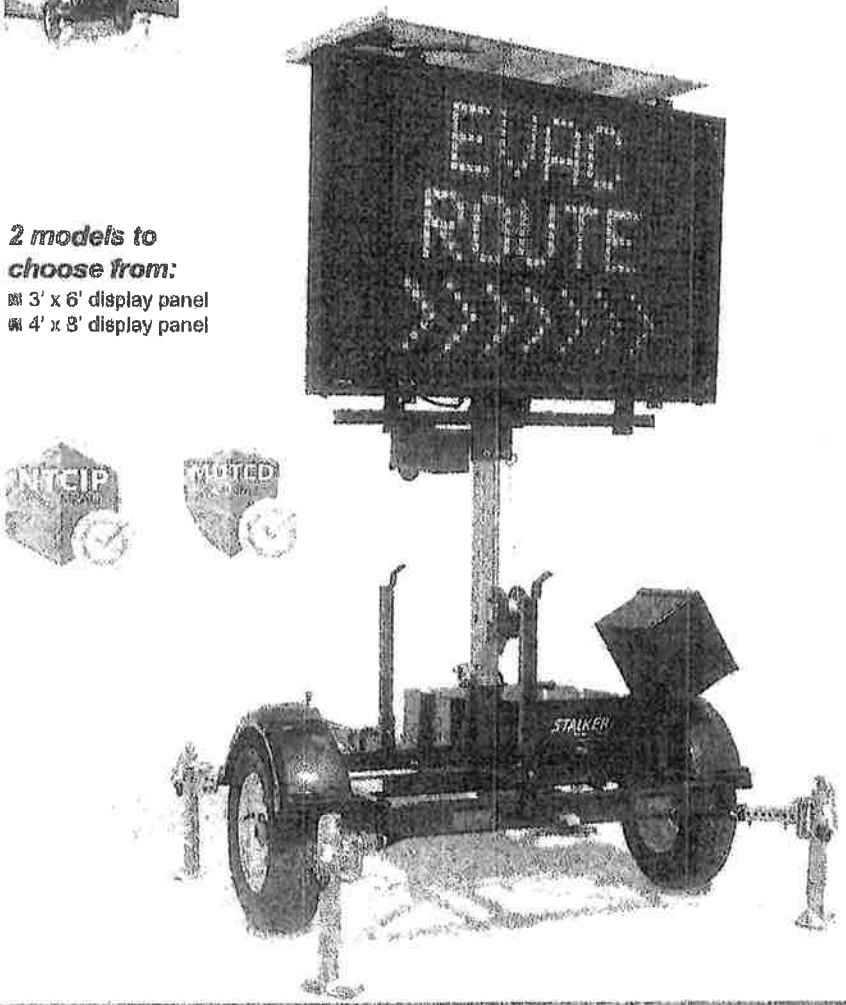
Message Center 360 | Mast-mount variable message signs

Stalker's Message Center 360 features an innovative rotating mast mount design for easier travel, setup, and positioning, along with a host of features and options.

2 models to choose from:

- 3' x 6' display panel
- 4' x 8' display panel



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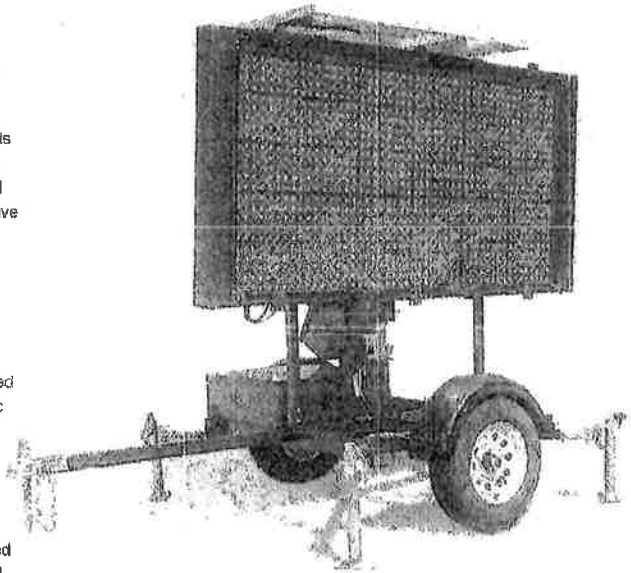
Message Center 360

The Stalker Radar Message Board brightly displays text visible up to 1,000 feet with its full-matrix of MUTCD compliant amber LED characters.

Communication is vital in areas where motorists need to be alerted to specific traffic conditions like construction zones, change of speed, road hazards, special events, and other time-sensitive alerts. Reduce accidents by pro-actively communicating with drivers on your road.

The MC360 has over 300 pre-programmed alert messages and arrows stored in the on-board computer. The MC360 is configured with the Stalker Radar Speed sensor for speed feedback and has an optional statistical traffic analysis package. Additionally, our Shield Communications Plan gives you the ability to easily access messaging and data remotely.

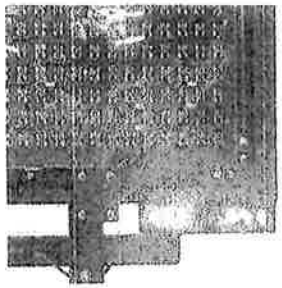
With four deep-cycle batteries in the trailer, our message boards are ready to be deployed for days at a time. When paired with optional sign-mounted solar panels, the system is capable of running perpetually.



Efficient travel configuration

Onboard computer

Optional solar panel system



Optional flashing strobes

Full-Matrix LED Display
Energy-efficient LED display provides legibility at up to 1,000 feet with a 10-year average operational life.

On-Board Dedicated Computer
A NTCIP compliant on-board computer with a 365-day calendar is controlled by a full-size, onboard keyboard. Plus, 250 text, 60 graphic, and 20 array board display messages can be preprogrammed and stored in the controller, along with an additional 100 user-created messages.

Deep-Cycle Batteries
Four 6-volt deep-cycle batteries provide up to 21 days of continuous operation, yielding longer operational time between battery charges.

Solar Panels
Top-mounted solar panels recharge a day's worth of battery use with only 4 hours of bright sunlight allowing for nearly "infinite" field operation.

Integrated Traffic Statistics
The Statistical Package gathers valuable traffic data for improved grant writing support and verification of the sign's impact on traffic speeds.

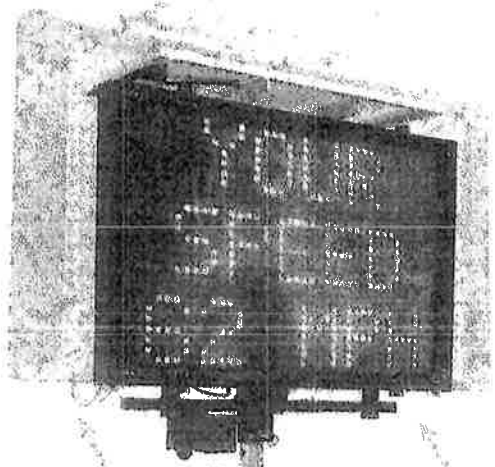
Web-Based 4G Remote Access
Real-time message updating and control is now available. The system is smartphone and tablet compatible and also provides battery-voltage monitoring and alerts.

Graffiti-Resistant Powder coat
The trailers can be powder coated with a heavy zinc primer for improved resistance to graffiti and the elements.

Automated License Plate Recognition
The MC360 trailers can be outfitted with an ALPR-ready configuration.

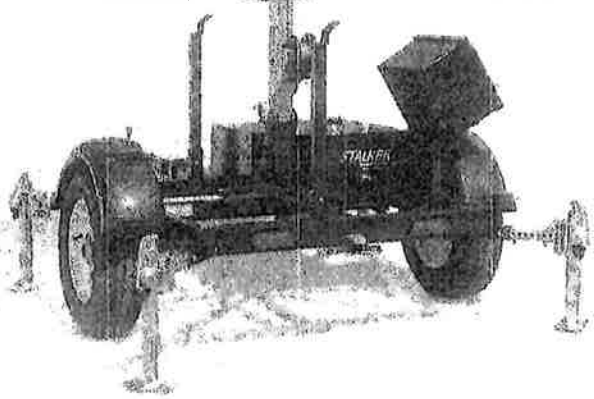
Electric Winch
An electric winch is available to raise and lower the display panel with the push of a button.

Red and Blue Strobes
Configurable to flash when vehicles exceed speed triggers.



4' x 8' display

3' x 6' display



Power to Enforce.

CUSTOMER STATEMENT

CAT Financial

COUNTY OF BRANTLEY, GA
BOARD OF COMMISSIONERS
STATEMENT NUMBER: 32132680
CUSTOMER NUMBER: 2119669

DUE DATE: 04/01/22
AMOUNT DUE: $24,825.84

A00000

Taking care of your needs is our top priority. We truly appreciate the opportunity to serve you and look forward to our continued relationship.

Manage your account online at mycatfinancial.com or on MyCatFinancial app.

CONTRACT NO.	MODEL/SERIAL NO.	DESCRIPTION	DUE DATE	PRINCIPAL	INTEREST	AMOUNT
001-70024968	NON CAT ACCESSORIES/X1SH1 9E05	Accessories				
		Payment	01-Apr-2022	$20,033.90	$4,791.94	$24,825.84
	CONTRACT BALANCE:	$163,855.17*				

Contract balance does not equal payoff amount. To request a payoff, please visit mycatfinancial.com.
Please be advised the amount due may not reflect recent payments received.

AMOUNT DUE ON CONTRACT 001-70024968 **$24,825.84**

Last Payment Received Date

RECEIVED
MAR 14 2022
By

TOTAL AMOUNT DUE **$24,825.84**

MAKE A PAYMENT & MANAGE YOUR ACCOUNT

ONLINE
MyCatFinancial.com or the MyCatFinancial app
- Make a payment
- View statements and pay history
- Obtain buyout quote
- View amortization schedule
- View interest letters
- View e-signed documents
- View wire instructions
- Sign up for direct pay

Scan with your phone to visit MyCatFinancial.com.

CHECK
Caterpillar Financial Services Corporation
P.O. Box 730681
Dallas, TX 75373-0681

OVERNIGHT MAIL
JPMorgan Chase (TX1-0029)
Attn: Caterpillar Financial Services
Lockbox 730681
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155

CONTACT US

CUSTOMER SERVICE
U.S. Domestic 1-800-651-0567

Customer Service: nabc.customerservice@cat.com

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

CAT Financial

STATEMENT NUMBER: 32132680
CUSTOMER NUMBER: 2119669

DUE DATE: 04/01/22
AMOUNT DUE: $24,825.84

SEND PAYMENT ONLY TO:
Caterpillar Financial Services Corporation
P.O. Box 730681
Dallas, TX 75373-0681

PFNWAG00100388 - 588863066 - S3
COUNTY OF BRANTLEY, GA BOARD OF COMMISSIONERS
PO BOX 398
NAHUNTA GA 31553-0398

Chuck Scoggs

0032132680 9999 220307 20002482584

COPY

STATE PROPERTIES COMMISSION

270 Washington Street SW, Suite 2129, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

3/24/2022

Mr. Chuck Scragg
Brantley County Interim County Manager
Brantley County, Georgia
Board of Commissioners Office
33 Allen Road
Nahunta, GA 31553
404-625-4443
bcmanager@brantleycounty-ga.gov

RE: Letter of Intent - Georgia Department of Human Services – Division of Family and Children Services Lease # 6026 – 78 Center Street, Nahunta, GA 31553

Dear Chuck:

Thank you for your efforts to date in proposing and providing information to State Properties Commission **("Tenant")** and the Georgia Department of Human Services – Division of Family and Children Services **("Occupying Agency")** regarding the potential lease of the space at the above referenced address. Please review the following terms and conditions. If such are necessary, please make any revisions in customary Microsoft Word "redline" format and return the "redlined" electronic document to me via email at your earliest convenience as time is of the essence. Once fully executed, this letter will signal agreement of the parties to the terms and conditions therein for a new lease agreement (hereinafter, the "**Agreement**"). However, this letter does not – nor will it ever - constitute a binding offer. **Therefore, we request your response within ten (10) business days of the date of this letter.**

PROPOSED PREMISES INFORMATION

LANDLORD LEGAL NAME AND NOTICE ADDRESS:	Brantley County Board of Commissioners Attn.: County Manager 33 Allen Road, Nahunta, GA 31553
LANDLORD RENT:	33 Allen Road, Nahunta, GA 31553
PREMISES ADDRESS:	78 Center Street, Nahunta, GA 31553* (Parcel Number: NA06 038; Location Address: Cannon St/Bryan St) County of Brantley *See Item (1) in "OTHER KEY TERMS", below.
PREMISES:	The Premises comprises: **14,184** Rentable Square Feet ("**RSF**") in a Single Tenant building, and is further described in the Land Description, Site Aerial, and Floor Plan attached hereto as **Exhibit A**.

RENTAL RATE:	The following Rental Rate schedule outlines the Modified Gross rent that the Landlord is proposing to Tenant for the Term. **FISCAL YEAR** / **TERM** / **MONTHLY RENT** / **ANNUAL RENT** 2023 / 7/1/22 – 6/30/23 / $9,456.00 / $113,472.00
RENEWAL OPTIONS:	Two (2), one-year Renewal Option(s)
RENEWAL OPTION RENTAL RATE:	**FISCAL YEAR** / **TERM** / **MONTHLY RENT** / **ANNUAL RENT** 2024 / 7/1/23 – 6/30/24 / $9,834.24 / $118,010.88 2025 / 7/1/24 – 6/30/25 / $10,227.61 / $122,731.32
OPERATING EXPENSES:	Landlord shall be responsible for all building and property operating expenses for the Term including any renewals.
UTILITIES:	Tenant shall maintain accounts in its name for any utility used by Tenant to service the Premises including electricity, gas, water, sewer, data/internet, and telephone and shall pay for these utilities directly to the appropriate utility service provider.
JANITORIAL:	Tenant shall furnish and pay for all janitorial services for the Premises.
PARKING:	Tenant's parking allocation shall not be less than Five (5) spaces per 1,000 RSF of the Premises (**seventy (70) parking spaces**) located on the Land containing the Premises. All parking spaces shall be free of charge throughout the Term and any Renewal Term(s).

OTHER BUSINESS TERMS

OBLIGATION TO REPAIR & MAINTAIN:	Landlord will be responsible for all building and property operations, interior and exterior repairs, and maintenance of the Premises at no additional charge to Tenant.
SIGNAGE RIGHTS:	Within one hundred twenty (120) calendar days of the execution of a lease Agreement, Tenant or Occupying Agency (or Agencies), at Landlord's sole cost and expense, shall be permitted to replace, as necessary, the Occupying Agency's (or Agencies') identity signage graphics where such are extant in, on, and around the Building and Premises' exterior, in order to bring such into compliance with the standards set forth in *Department of Human Services Facilities Signage Guide*, attached hereto and incorporate herein as **Exhibit B**.

OTHER LEGAL TERMS

CONTINGENCY:	The terms of any real estate transaction for the Premises shall be subject to final approval and full execution of the lease by both Landlord and Tenant.
OTHER KEY TERMS:	**(1)** The current lease Agreement lists the Premises address incorrectly as "510 Bryan Street, Nahunta, GA 31553". The correct address of the Premises, "78 Center Street, Nahunta, GA 31553", will be listed in this lease Agreement as the address of the leased Premises.

If the foregoing is acceptable to Landlord and Landlord agrees to undertake good faith negotiations with Tenant in order to finalize a lease Agreement embodying the terms and conditions set forth above, please execute this letter where indicated below (or have it executed by the party possessing the authority to do so) and return a scanned or electronic copy to our office (via email) by the time and date referenced in the opening paragraph. If you have any questions or would like to discuss any aspect of this letter or the subsequent lease Agreement on which it will be based, please contact me directly.

Best regards,

Robert C. "Rob" Hill, III
Leasing Specialist
State Properties Commission of Georgia
270 Washington Street, SW
Suite 2-129
Atlanta, Georgia 30334
Office: (404) 463-1728
Mobile: (404) 973-9699
Email: rob.hill@spc.ga.gov

The remainder of this page intentionally left blank

AGREED AND ACCEPTED THIS 7th **DAY OF** April**, 2022.**

Landlord: Brantley County Board of Commissioners

By: _____

Name: Christopher H. Harris

Its: Chairman

AGREED AND ACCEPTED THIS ____ DAY OF _____, 2022.

Occupying Agency: Georgia Department of Human Services – Division of Family and Children Services

By: _____

Name: Candice L. Broce

Its: Commissioner

By signing, the Occupying Agency approves this Letter of Intent as to content including monetary obligations that will be incurred by the Occupying Agency subsequent to the execution of the lease by the State Properties Commission and the Landlord, and upon assignment of the Premises to such Occupying Agency by the State Properties Commission.

Exhibit A-1
Land Description and Site Aerial

Land Description: All that certain parcel or tract of land situated, lying and being in land lot 88, within the corporate limits of the City of Nahunta, Brantley County, Georgia, more particularly described as a portion of lot 1, block "J", a portion of "Wayne Street:, and a portion of lots 10 through 15, block "K" & all of lots 1 thru 9, block "K" as described and identified upon a plat of the City of Nahunta, which is recorded in plat book 1, page 37, in the office of the Clerk of the Superior Court of Brantley County, Georgia, and being more particularly described as follows:

COMMENCING at a ½" iron pin on the eastern right of way line of Cannon Street and the northern right of way line of Center Street, said point being the POINT OF BEGINNING, proceed along the easterly right of way line of Cannon Street, North 14° 09' 54" East for a distance of 18.95' to a point; thence Northeasterly along said right of way line, along the arc of a curve concave to the northwest, having a radius of 295.00', and a total central angle of 23° 32' 22", a distance of 121.20', a chord distance of 120.35', and chord bearing of North 02° 23' 43" East, and tangent distance of 61.47' to a point; thence North 09° 22' 28" West for a distance of 68.61' to a point; thence South 76° 12' 27" East for a distance of 514.65' to a point along the western right of way line of Bryan Street; thence Southwesterly along said right of way line, along the arc of a curve concave to the Southwest, having a radius of 250.00', and a total central angle of 19° 36' 44", a distance of 85.57', a chord distance of 85.16', and chord bearing of South 04° 59' 28" West, and tangent distance of 43.21' to a point; thence South 14° 47' 50" West for a distance of 115.86' to a point; thence North 76° 12' 27" West for a distance of 475.00' to the POINT OF BEGINNING, containing 2.2539 acres of land.

Exhibit A-2
Floor Plan
(Not to Scale)

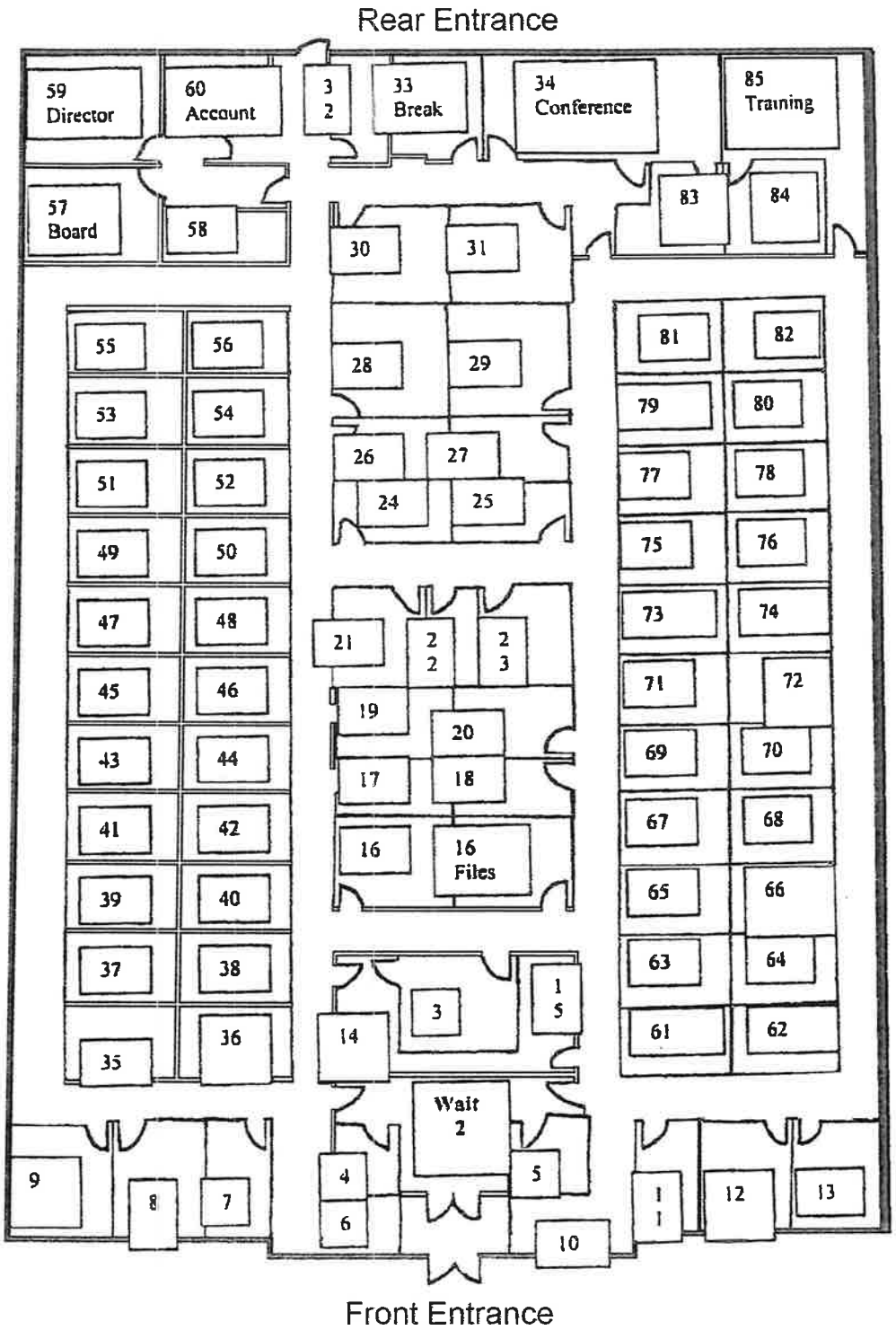


Exhibit B

Department of Human Services Facilities Signage Guide

Georgia Department of Human Services

DHS Facility Signage Guide

DHS Facility Signage Guide

Fonts

Signage across the Department's facilities should be consistent. Overall, signs should use the state seal and the name of the Department and Division in Arial and Arial Black font. "Georgia Department of Human Services" is always represented in Arial Black font. Division names are represented in Arial regular font. Both are written in title case format.

The DHS signs should use black type. Signage restrictions and mandates from building / complex owners should be provided to **ofssrealestateunit@dhs.ga.gov**.

Doors

Facility doors should have all writing in Arial font, with the exception of the Department name in Arial Black. Font color should be white or black, depending on the tint of the glass. Images of the state seal can be downloaded from the Employee Intranet.

If a vector file is needed, contact **dhsgraphics@dhs.ga.gov**.

Hours of operation should follow Associated Press Style format, with the hours represented as numerals and "a.m." or "p.m." represented lowercase with periods. Please find examples on the following pages.

Hours of operation
Monday – Friday
8 a.m. – 5 p.m.

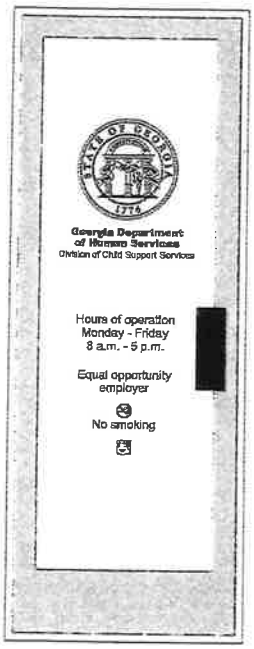
Design approvals

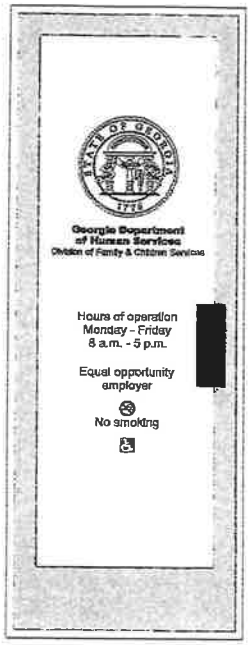
All signage graphics must be approved by DHS prior to installation. The Office of Facilities and Support Services is the primary contact with the sign vendor regarding design edits. Design approvals and installations will not be authorized unless approved by the DHS Office of Communications.

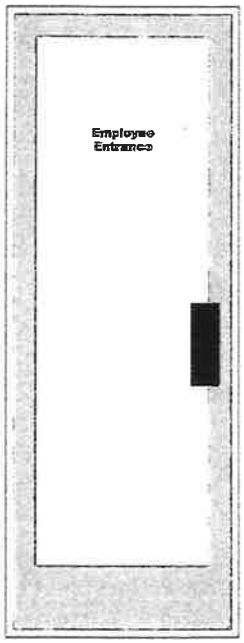
Measurements

"Y" is determined after the DHS seal is scaled proportionally by the vendor. Once "Y" is determined, the vendor will need to measure and use accordingly.

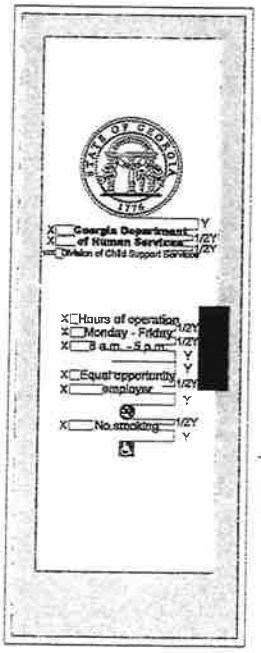
Single door mockup







Single door specifications



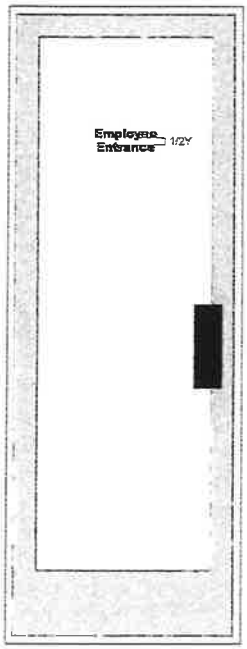
All text and seal centered

Department name
Arial Black

Division name
Arial Regular
(0.005 inch smaller than Department name)
Do not change kerning/tracking from default settings.

Hours of operation times
Arial Regular
Follows Associated Press Style

Equal opportunity and no smoking sign
Arial Regular
Add handicap accessible signage on all new-construction facilities



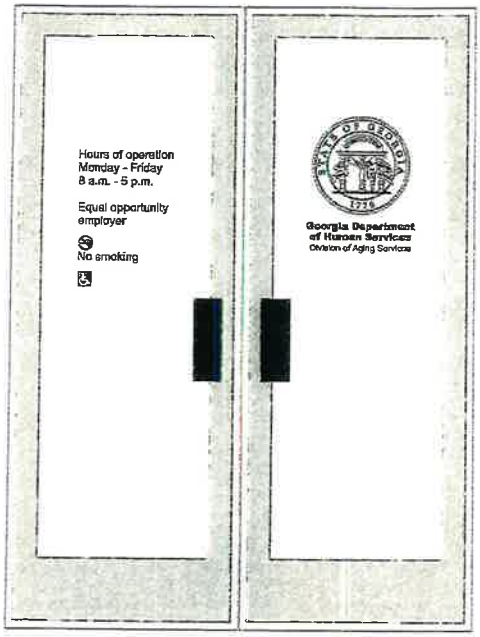
All text centered at eye level

Font
Arial Black

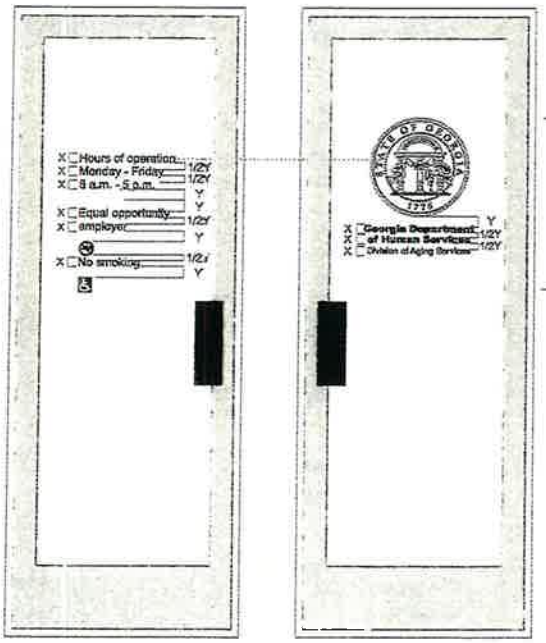
X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Double door mockup



Double door specifications



All text left-aligned

Hours of operation times
Arial Regular

Follows Associated Press Style

Equal opportunity and no smoking sign
Arial Regular

Add handicap accessible signage on all new-construction facilities

All text and seal centered

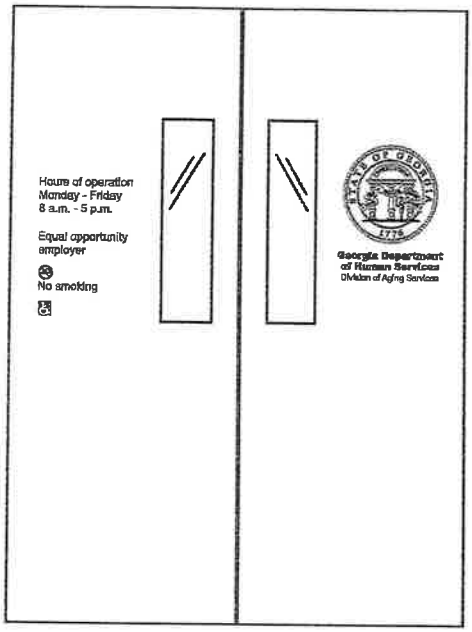
Department name
Arial Black

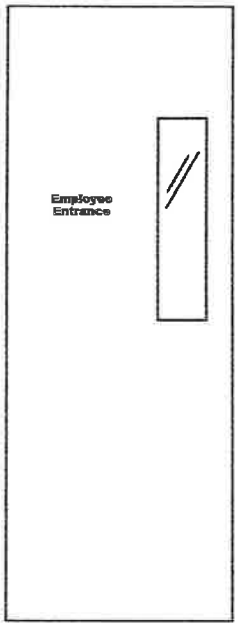
Division name
Arial Regular
(0.005 inch smaller than Department name)
Do not change kerning/tracking from default settings.

X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Solid/non-glass door mockup





Solid/non-glass door specifications

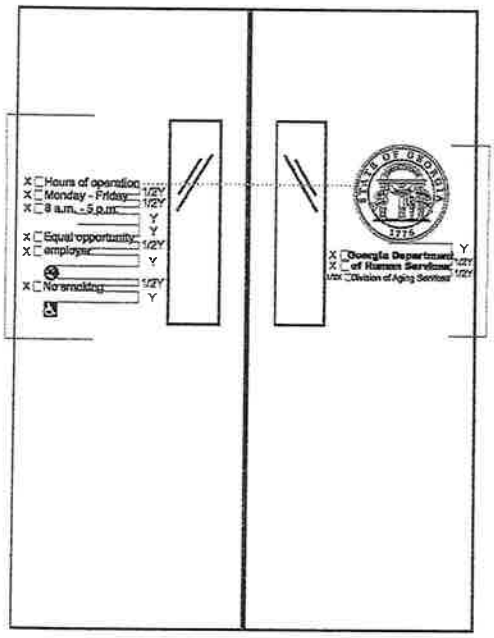
All text left aligned

Hours of operation times
Arial Regular

Follows Associated Press Style

Equal opportunity and no smoking sign
Arial Regular

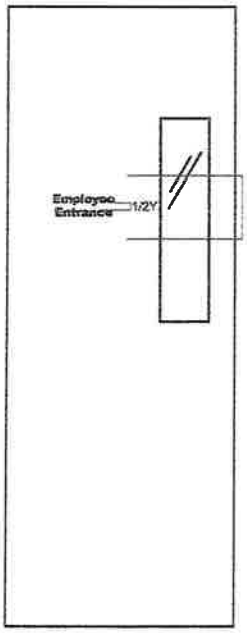
Add handicap accessible signage on all new-construction facilities



All text and seal centered

Department name
Arial Black

Division name
Arial Regular (0.005 inch smaller than Department name)
Do not change kerning/ tracking from default settings.



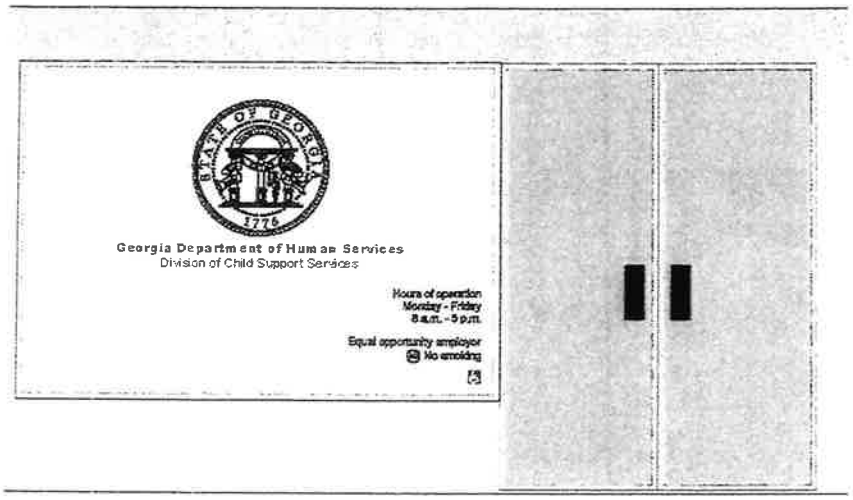
All text centered at eye level.

Font
Arial Black

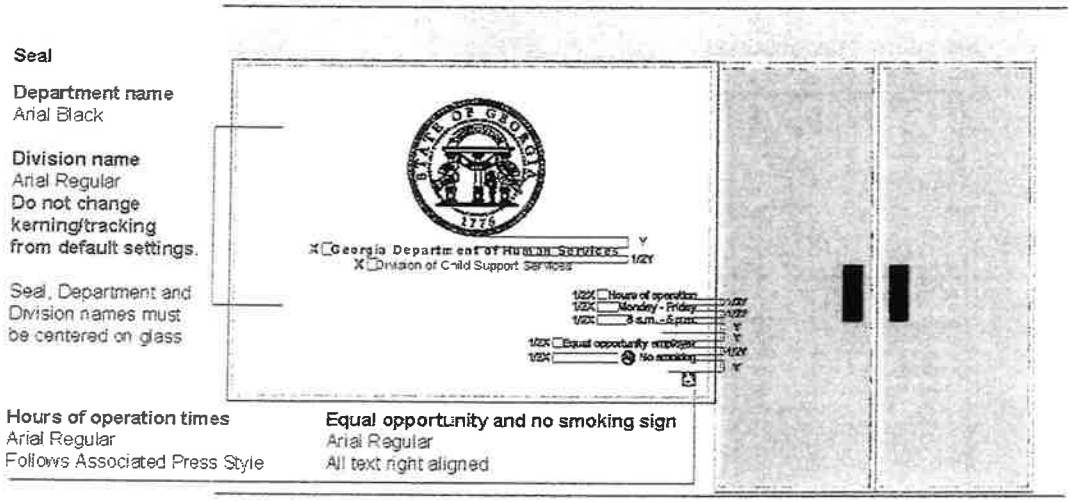
X = Letter height
1/2 X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Solid door with adjacent window panel mockup



Solid door with adjacent window panel specifications



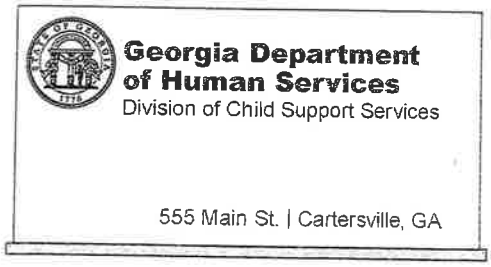
X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

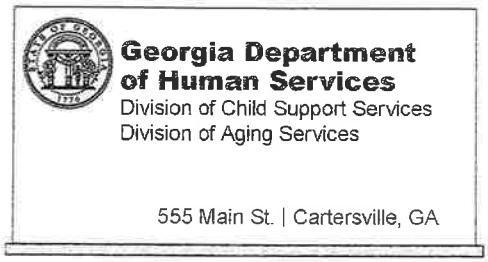
Signs/Marquees

Monument/panel sign mockup

Horizontal - Single location

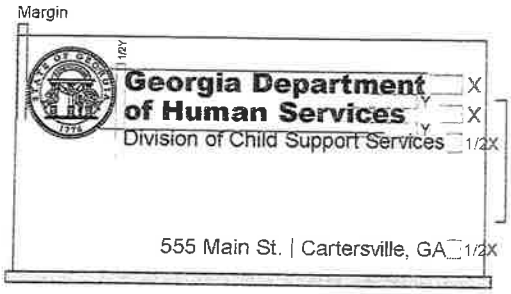


Horizontal - Co-location



Monument/panel sign specifications

Horizontal - Single location

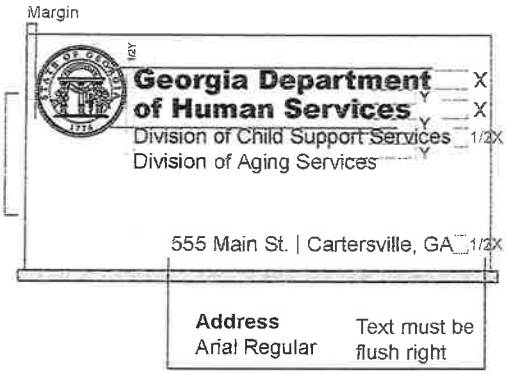


Department name
Arial Black

Division name
Arial Regular
Do not change kerning/tracking from default settings.

All text must be left aligned

Horizontal - Co-location



Address
Arial Regular

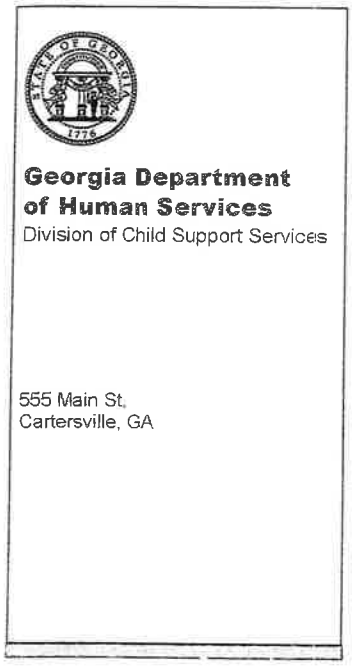
Text must be flush right

X = Letter height
1/2X = Letter height variable

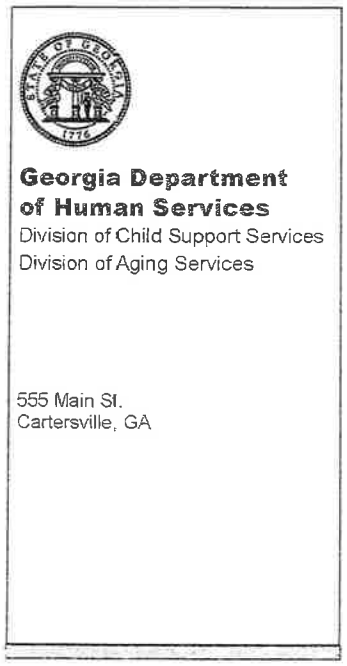
Y = Spacing between lines reference
1/2Y = Spacing between lines variable

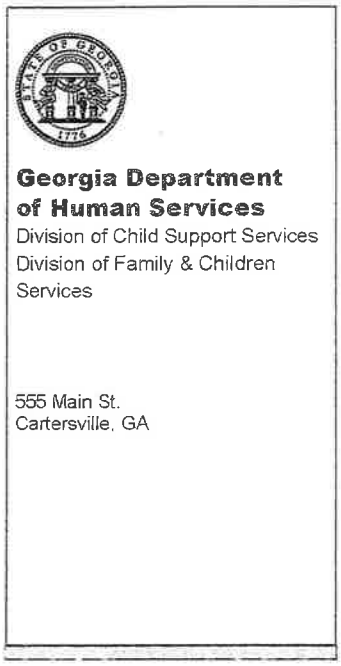
Monument/panel sign mockup

Vertical - Single location



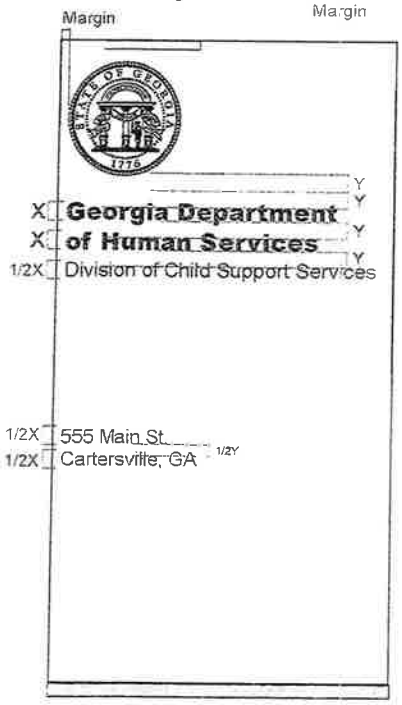
Vertical - Co-location





Monument/panel sign specifications

Vertical - Single location



Seal

Department name
Arial Black

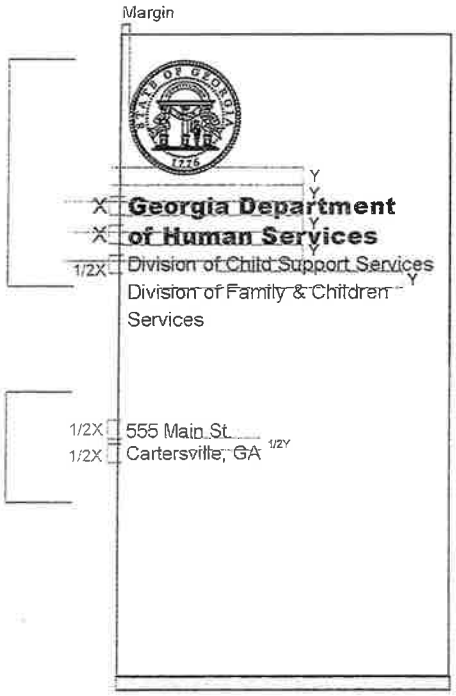
Division name
Arial Regular
Do not change kerning/tracking from default settings.

Seal, Department and Division names must be flushed left

Address
Arial Regular
Text must be left aligned

Address high enough to allow for vegetation growth, formats can include street number only or full address

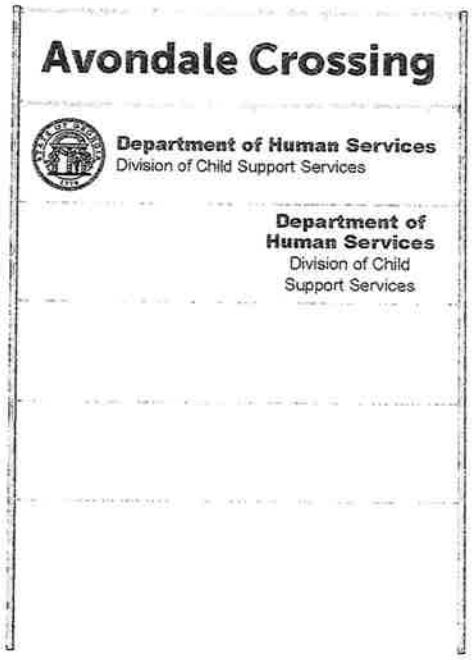
Vertical - Co-location



X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Illuminated complex marquee mockup



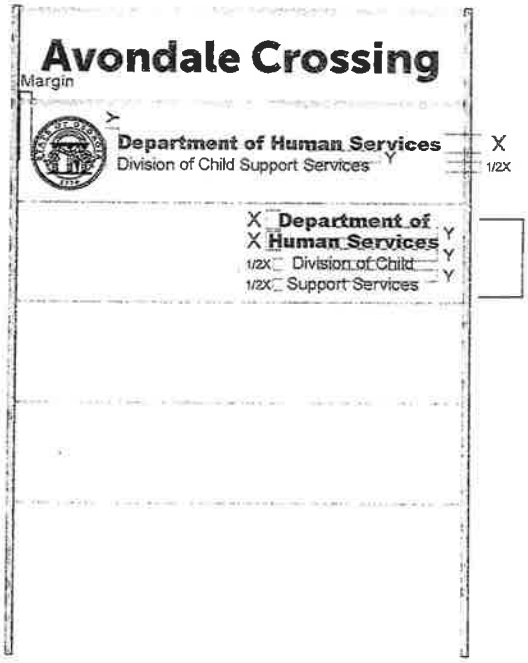
Illuminated complex marquee specifications

Seal

Department name
Arial Black

Division name
Arial Regular
Do not change kerning/ tracking from default settings.

(use this design for larger, horizontal displays)



Department name
Arial Black

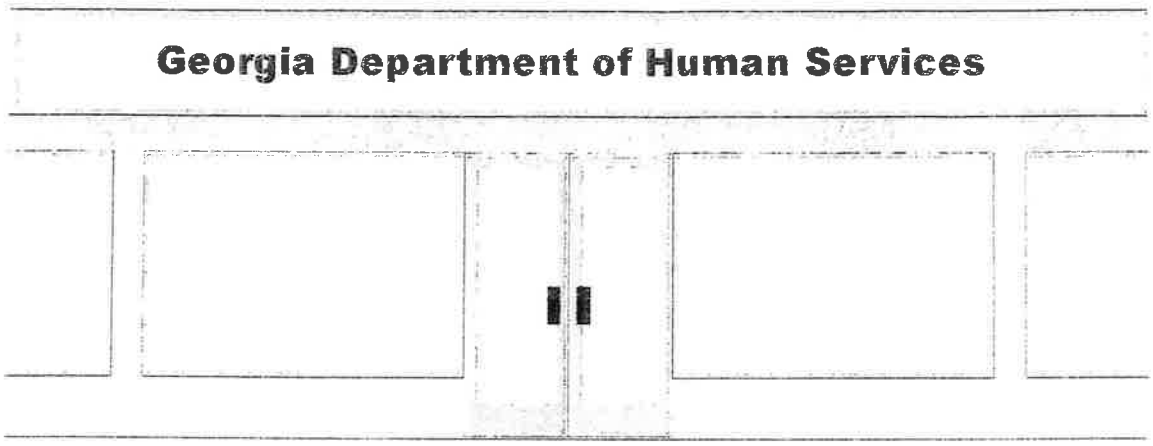
Division name
Arial Regular

(use this design for smaller displays)

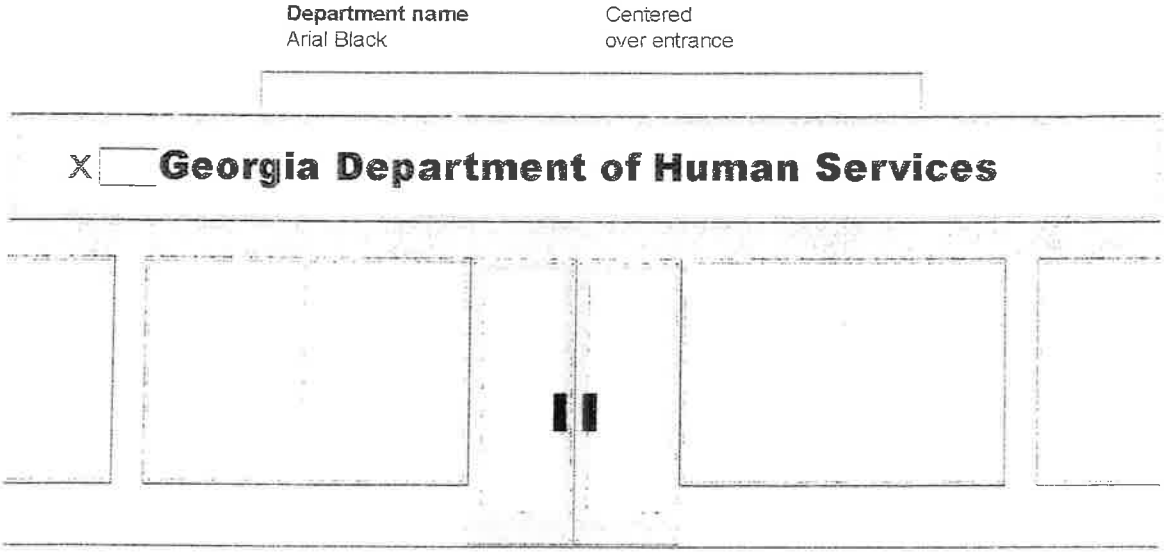
X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

Building Fronts
Standard mockup



Standard specifications



X = Letter height
1/2X = Letter height variable

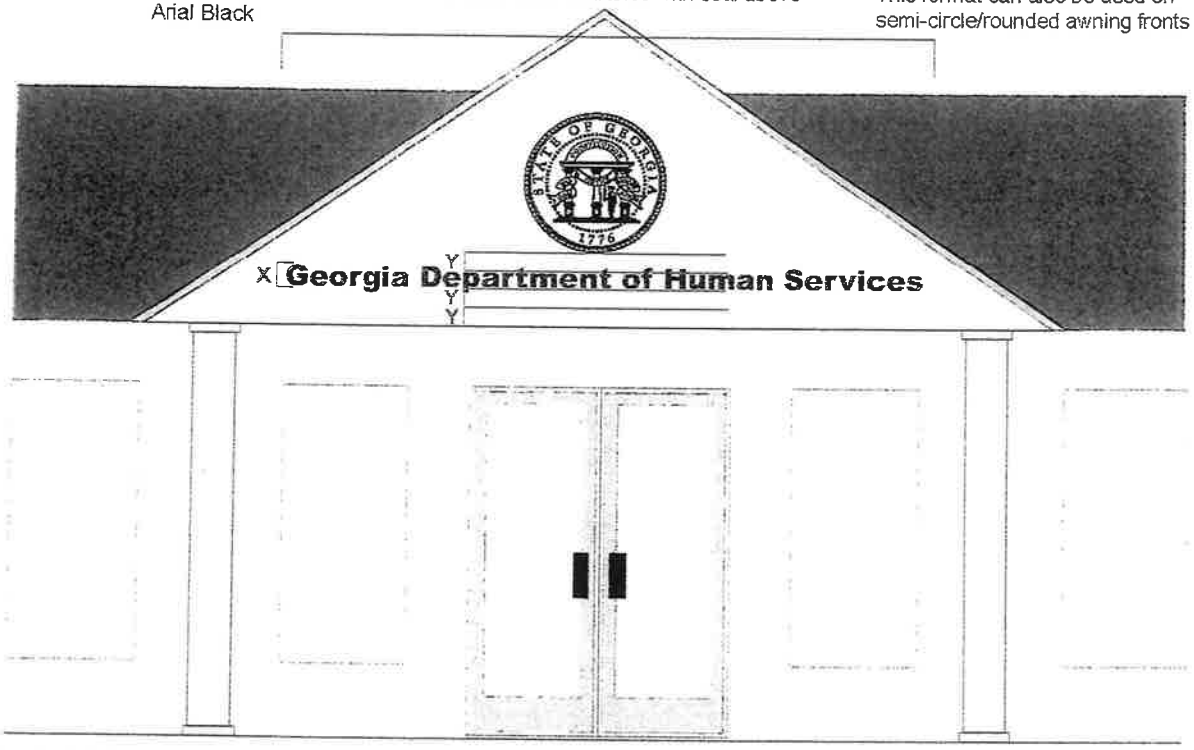
Building Fronts
Gabled/tall facade mockup

Gabled/tall facade specifications

Department name
Arial Black

Centered over entrance with seal above

This format can also be used on semi-circle/rounded awning fronts



X = Letter height
1/2X = Letter height variable

Y = Spacing between lines reference
1/2Y = Spacing between lines variable

January 24, 2022

Brantley County
Board of Commissioners
33 Allen Road
Nahunta, Georgia, 31553
bcbc@btconline.net
(912) 462-5256

RE: Letter of Intent – Technical College Systems of Georgia/ Coastal Pines Technical College
Lease #6427 – 470 Bryan Street, Nanhunta, GA 31533-9316

Dear Ms Herrin:

Thank you for your efforts to date in proposing and providing information to State Properties Commission **("Tenant")** and Technical College System of Georgia **("Occupying Agency")** regarding the potential continued lease of the space at the above referenced address. Please review the following terms and conditions and fill in all required information. Once fully executed, this letter will signal agreement to terms and conditions for a new lease agreement. This is a non-binding offer. **We request your response within ten (10) business days of the date of this letter.**

PROPOSED PREMISES INFORMATION

LANDLORD NAME AND MAILING ADDRESS	Brantley County Board of Commissioners Attn: Rene' Herrin 33 Allen Road Nanhunta, GA 31553
PREMISES ADDRESS / SUITE:	470 Bryan Street Nanhunta, Georgia 31553 The Premises is shown in the plan attached as Exhibit A
PREMISES SIZE:	1,945 Rentable Square Feet (RSF)

PROPOSED LEASE TERMS

COMMENCEMENT DATE:	The Lease Agreement shall commence on July 1, 2022, provided Tenant has provided Notice to Landlord of its intent to effectuate the Lease Agreement. The Commencement Notice shall be given to Landlord either forty five (45) days prior to the Commencement Date, or five (5) days after the Governor signs the annual general appropriates bill, whichever occurs later.
TERM:	The Term shall be the period beginning on the Commencement Date through June 30, 2023.
RENEWAL OPTIONS:	Tenant shall have 3 options to renew the Term of the Lease, each option being for a period of 1 year.

BRANTLEY COUNTY
GEORGIA

Activities Report to the Brantley County Commissioners

Staff Accomplishments in March 2022

1. Worked with Croy Engineering to complete the Brantley County Airport Master Plan Design per GDOT and FAA Specifications.
2. Worked with Citizens committee to evaluate and select the Airport Planning and Design Consultants for the next five years. Recommendation to BOC for approval.
3. Permits Department Issued 105 housing and other permits in March. Permitting took in $27,095.
4. Road Department responded to 94 citizen inquiries on roads. Graded 1050 hours on our dirt roads with six operators.
5. Worked with the Greater Brantley Planning Committee on two rezoning/ exceptions requests. Planning Commission approved both requests.
6. Worked on yearly Leases renewals for Action Pact, Coastal Pines Technical College and DFACS. (Bryan Street Complex).
7. Worked with Sheriff's Department and USDA on grant for vehicles.
8. Met with Department heads and Constitutional Staff on office space needs.
9. Met with Recreation Department and Roberts Civil Engineering staff to begin the Recreation Complex Master Plan.
10. Worked with GWES on LMIG 2021 project, Buster Walker Road. Striping next.
11. Worked with Roberts Civil Engineering to close out LMIG 2018 Albert Gibson Road paperwork.
12. Worked with County Surveyor Harry Strickland, Roberts Civil Engineering, OREMC and Littlefield Contractors, on pole relocation to begin LMIG paving project on Albert Gibson Road.
13. Staff worked with County Attorney Staff to assemble right of way easements for 2018-2021 LMIG Projects. Albert Gibson, Little Buffalo Creek and Britt Still Roads.
14. Requested list of needed equipment from EMS. Working with USDA on grant for EMS equipment.
15. Working with USDA on potential low cost loan for future county facilities.
16. County Attorney served Cease and Desist notice on an out of zoning compliance parcel.
17. Made all preparations for purchase of new vehicle for Recreation Department from authorized Recreation-dedicated SPLOST funds.
18. Received approval notification from Georgia Department of Audits for 2020 Brantley County Audit by Hurst & Hurst.
19. Approved lease of needed printer/copier for Probate Judge's office.

20. Staff assisted Roberts Civil Engineering in the Brantley County Application for Local Maintenance and Improvement Grant (LMIG) for 2022. Brantley County was awarded a grant for 2022 of $673,721.06. Brantley County portion will be a 10% match of $67,372.16. Total of $741,093.22.
21. Working to fill two Board vacancies on the Brantley Development Authority and two Commission vacancies on the Greater Brantley County Planning Commission.
22. Staff vacancies in EMS, Road Department and County Assessors offices. Placed ads for recruitment.
23. Registered our Revolving Loan Fund with the Georgia Department of Community Affairs.

RE: Monthly Report

From: Brantley EMA - Michelle Lee <ema@brantleycounty-ga.gov>
Sent: Fri, Apr 1, 2022 at 4:02 pm
To: bcmanager@brantleycounty-ga.gov
:: ema

Chuck,

Here are the highlights of my EMA, Fire Liaison and Code Enforcement activity for March

Completed and submitted two GEMA grants for the City of Nahunta.
Completed and submitted Anheuser Busch grant for Fire Association for canned water.
Completed GEMA grant for portable message boards.
Completed ACCG Safety Grant.
Completed the ACCG 2023 Safety Plan.
Updated all county fire department Automatic Aid and Mutual Aid agreements.
Participated in 2 Public Education events.
Published a public campaign for Flood Preparedness Week - March 3-7.
Attended 10 meetings and 7 classes/webinars.
Coordinated ACCG Drivers Safety class with 68 attendees.
Coordinated 3 Crash Victim Extrication classes with 54 attendees.
Coordinated Due Regard Class with 40 attendees
Investigated 12 camper complaints, 2 junk complaints, 1 animal complaint.
Worked with EPD on 2 dumping complaints.

chelle Lee, GA-PCEM, CCC, GA-EMTI
ector
Fire Liaison
Brantley EMA
P.O. Box 398
Nahunta, GA 31553
912-462-7874
912-276-0041
ema@brantleycounty-ga.gov

-----Original Message-----
From: bcmanager@brantleycounty-ga.gov
Sent: Friday, April 1, 2022 10:47am
To: "BC EMA" <ema@brantleycounty-ga.gov>
Subject: Monthly Report

Michelle,

Give me a few bullet point highlights on your march activities. (number of code visits, grants applicationis, meetings, # who went through driver training etc., what you think is important) I need to put them into my ort to the BOC for next Tuesday.

Thanks,

Chuck Scragg
Brantley County Interim County Manager

Planning & Buidling Permits for March 2022		
New Mobile Home	7	
Used Mobile Home	8	
Hab Inspection	6	
Structure Moving Permit	1	
RV Permit	2	
Building Permit - New Home	5	
Building Permit - Lodge	1	
Building Permtit - Elect	6	
Building Permtit - Shop /Building	2	
Building Permit - Cell Tower Equp	1	
Building Permit - Solar	1	
Buidlign Permit - Additon	1	
Buidling Permit - Address	9	
Septic & Well Permit	9	
Business License New & Renew	17	
Total	76	
New Trash Carts & 2nd Cart	**30**	
MARCH	**Qty**	**Price**
Building Permit & Plan Reviews	19	$10,353.64
Addressing	4	$100.00
Mobile Home/Structure	13	$6,100.00
Trash Cans	36	$6,491.45
Business License	15	$1,200.00
Hab Inspection	4	$348.76
Septic/Well	7	$1,195.00
Alcohol License	1	$350.00
Culvert Pipe	1	$490.20
RV Application	4	$100.00
RV Fee	1	$300.00
TOTAL	**105**	**$27,029.05**

Brantley County Board of Commissioners

For the one month and two months ended February 28, 2022

Statements of Revenues and Expenditures (Actual Compared to Budget) Condensed

	General Fund	Current	Year to date	Original Budget	Amendments	Amended Budget	Variance	*16.67%* %
	Revenues							
1	Total taxes	$ 602,777.93	$ 2,417,435.55	$ 7,599,500.00	0	$ 7,599,500.00	$ 5,182,064.45	31.81%
2	Total licenses and permits	$ 20,082.91	$ 34,537.91	$ 85,000.00	0	$ 85,000.00	$ 50,462.09	40.63%
3	Total intergovernmental	$ 17,131.00	$ 69,443.45	$ 70,000.00	0	$ 70,000.00	$ 556.55	99.20%
4	Total charges for services	$ 255,588.35	$ 1,110,816.68	$ 3,432,400.00	0	$ 3,432,400.00	$ 2,321,583.32	32.36%
5	Total fines and forfeitures	$ 4,518.25	$ 7,892.56	$ 228,650.00	0	$ 228,650.00	$ 220,757.44	3.45%
6	Total interest	$ 128.01	$ 305.17	$ 6,000.00	0	$ 6,000.00	$ 5,694.83	5.09%
7	Total other	$ 21,602.25	$ 33,731.37	$ 796,000.00	0	$ 796,000.00	$ 762,268.63	4.24%
8	**Total revenues**	$ 921,828.70	$ 3,674,162.69	$ 12,217,550.00	0	$ 12,217,550.00	$ 8,543,387.31	30.07%
	Expenditures							
9	Total Commissioners	$ 26,356.74	$ 62,522.13	$ 464,024.19	0	$ 464,024.19	$ 401,502.06	13.47%
10	Total elections	$ 4,331.45	$ 8,224.63	$ 163,449.00	0	$ 163,449.00	$ 155,224.37	5.03%
11	Total general government	$ 110,638.44	$ 278,569.70	$ 580,365.99	0	$ 580,365.99	$ 301,796.29	48.00%
12	Total tax commissioner	$ 23,392.11	$ 65,226.36	$ 358,315.10	0	$ 358,315.10	$ 293,088.74	18.20%
13	Total tax assessor	$ 29,548.59	$ 53,558.91	$ 309,460.73	0	$ 309,460.73	$ 255,901.82	17.31%
14	Total court house	$ 6,135.30	$ 13,857.18	$ 85,021.96	0	$ 85,021.96	$ 71,164.78	16.30%
15	Total St Illa office building	$ 1,499.13	$ 2,758.84	$ 23,350.00	0	$ 23,350.00	$ 20,591.16	11.82%
16	Total superior court	$ 4,682.90	$ 113,738.80	$ 322,685.57	0	$ 322,685.57	$ 208,946.77	35.25%
17	Total clerk of court	$ 24,812.64	$ 46,482.51	$ 325,655.86	0	$ 325,655.86	$ 279,173.35	14.27%
18	Total magistrate court	$ 14,219.19	$ 27,239.60	$ 175,924.91	0	$ 175,924.91	$ 148,685.31	15.48%
19	Total probate court	$ 10,944.96	$ 22,009.91	$ 157,166.09	0	$ 157,166.09	$ 135,156.18	14.00%
20	Total sheriff's department	$ 133,931.42	$ 274,222.79	$ 1,242,571.30	0	$ 1,242,571.30	$ 968,348.51	22.07%
21	Total jail	$ 150,235.25	$ 290,740.42	$ 1,586,062.25	0	$ 1,586,062.25	$ 1,295,321.83	18.33%
22	Total firefighters association	$ 8,036.75	$ 24,617.93	$ 109,820.00	0	$ 109,820.00	$ 85,202.07	22.42%
23	Total emergency medical services	$ 133,770.07	$ 254,450.13	$ 1,459,589.02	0	$ 1,459,589.02	$ 1,205,138.89	17.43%
24	Total coroner	$ 1,071.11	$ 2,429.70	$ 20,615.99	0	$ 20,615.99	$ 18,186.29	11.79%
25	Total animal control	$ 397.49	$ 794.98	$ 5,167.20	0	$ 5,167.20	$ 4,372.22	15.39%

Expenditures continued

		Current	Year to date	Original Budget	Amendments	Amended Budget	Variance	Target % 16.67% %
26	Total emergency mgmt. agency	$ 6,764.95	$ 13,188.49	$ 62,618.24	0	$ 62,618.24	$ 49,429.75	21.06%
27	Total road department	$ 247,686.57	$ 416,464.39	$ 1,831,765.62	0	$ 1,831,765.62	$ 1,415,301.23	22.74%
28	Total solid waste	$ 4,978.74	$ 246,015.43	$ 1,246,956.61	0	$ 1,246,956.61	$ 1,000,941.18	19.73%
29	Total health department	$ 508.92	$ 52,170.70	$ 108,046.00	0	$ 108,046.00	$ 55,875.30	48.29%
30	Total mental health	$ 1,400.00	$ 1,400.00	$ 1,400.00	0	$ 1,400.00	$ -	100.00%
31	Total public welfare	$ 1,127.44	$ 2,261.43	$ 15,300.00	0	$ 15,300.00	$ 13,038.57	14.78%
32	Total concerted services	$ 147.67	$ 302.53	$ 2,300.00	0	$ 2,300.00	$ 1,997.47	13.15%
33	Total senior center	$ 5,926.70	$ 11,765.21	$ 63,739.92	0	$ 63,739.92	$ 51,974.71	18.46%
34	Total library	$ 9,540.90	$ 20,455.57	$ 167,062.56	0	$ 167,062.56	$ 146,606.99	12.24%
35	Total BOC office complex	$ 544.99	$ 1,079.86	$ 12,300.00	0	$ 12,300.00	$ 11,220.14	8.78%
36	Total cooperative extension service	$ 5,101.35	$ 9,312.23	$ 65,176.64	0	$ 65,176.64	$ 55,864.41	14.29%
37	Total georgia forestry commission	$ 480.00	$ 26,909.00	$ 31,709.00	0	$ 31,709.00	$ 4,800.00	84.86%
38	Total code and permit department	$ 12,546.09	$ 19,656.12	$ 133,903.66	0	$ 133,903.66	$ 114,247.54	14.68%
39	Total development authority	$ -	$ -	$ 75,000.00	0	$ 75,000.00	$ 75,000.00	0.00%
40	Total airport	$ 3,053.22	$ 13,834.16	$ 34,100.00	0	$ 34,100.00	$ 20,265.84	40.57%
41	Total family connection	$ 3,994.43	$ 7,860.50	$ 63,790.00	0	$ 63,790.00	$ 55,929.50	12.32%
42	Total adult education and headstart	$ 886.21	$ 1,561.07	$ 13,400.00	0	$ 13,400.00	$ 11,838.93	11.65%
43	Total board of equalization	$ -	$ 388.00	$ 13,667.75	0	$ 13,667.75	$ 13,279.75	2.84%
44	Contingencies	$ -	$ -	$ 509,920.37		$ 509,920.37	$ 509,920.37	0.00%
45	**Total expenditures**	$ 988,691.72	$ 2,386,069.21	$ 11,841,401.53	0	$ 11,841,401.53	$ 9,455,332.32	20.15%
46	**Excess revenues over(under) expenditure:**	**$ (66,863.02)**	**$ 1,288,093.48**	**$ 376,148.47**	**0**	**$ 376,148.47**	**$ (911,945.01)**	
	Other financing sources(uses)							
47	**Proceeds From Loans**	$ -	$ -			$ -	$ -	
48	**Transfers In**	$ -	$ -			$ -	$ -	
49	**Transfers Out-E911 Fund**	$ -	$ -	$ (105,607.51)		$ (105,607.51)	$ (105,607.51)	
50	**Transfers Out-Recreation Fund**	$ -	$ -	$ (270,540.96)		$ (270,540.96)	$ (270,540.96)	
51	**Total other financing sources**	$ -	$ -	$ (376,148.47)	$ -	$ (376,148.47)	$ (376,148.47)	
52	**Net chan $**	**$ (66,863.02)**	**$ $ 1,288,093.48**	**$ (0.00)**	**$ -**	**$ (0.00)**	**$ (1,288,093.48)**	

Special Funds

		Current	Year to date	Original Budget	Amendments	Amended Budget	Variance	*Target % 16.67%* %
	E911 Fund							
53	E911 Total Revenues	$ 23,545.66	$ 45,771.89	$ 240,300.00	0	$ 240,300.00	$ 194,528.11	
54	E911 Total Expenditures	$ 22,627.18	$ 43,874.04	$ 345,907.51	0	$ 345,907.51	$ 302,033.47	12.68%
55	Transfers In-General Fund	$ -	$ -	$ 105,607.51	0	$ 105,607.51	$ 105,607.51	0.00%
56	Excess Revenues Over(Under) Expenditures	$ 918.48	$ 1,897.85	$ (105,607.51)	0	$ (105,607.51)	$ (107,505.36)	
	Recreation Fund							
57	Total Revenues	$ 17,007.47	$ 29,574.13	$ 89,500.00	0	$ 89,500.00	$ 59,925.87	33.04%
58	Total Expenditures	$ 32,380.58	$ 61,536.22	$ 360,040.96	0	$ 360,040.96	$ 298,504.74	17.09%
59	Excess Revenues Over(Under) Expenditures	$ (15,373.11)	$ (31,962.09)	$ (270,540.96)	0	$ (270,540.96)	$ (238,578.87)	
	Hoboken VFD Fund							
60	Total Revenues	$ 1,341.16	$ 66,143.97	$ 54,550.00	0	$ 54,550.00	$ (11,593.97)	121.25%
61	Total Expenditures	$ 751.09	$ 2,252.12	$ 54,550.00	0	$ 54,550.00	$ 52,297.88	4.13%
62	Excess Revenues Over(Under) Expenditures	$ 590.07	$ 63,891.85	$ -	0	$ -	$ (63,891.85)	
	Nahunta VFD Fund							
63	Total Revenues	$ 22,461.04	$ 61,309.12	$ 127,249.00	0	$ 127,249.00	$ 65,939.88	48.18%
64	Total Expenditures	$ 1,905.61	$ 3,694.16	$ 127,249.00	0	$ 127,249.00	$ 123,554.84	2.90%
65	Excess Revenues Over(Under) Expenditures	$ 20,555.43	$ 57,614.96	$ -	0	$ -	$ (57,614.96)	
	Calvary VFD Fund							
66	Total Revenues	$ 4,062.95	$ 18,954.40	$ 39,285.00	0	$ 39,285.00	$ 20,330.60	48.25%
67	Total Expenditures	$ 3,668.57	$ 4,152.18	$ 39,285.00	0	$ 39,285.00	$ 35,132.82	10.57%
68	Excess Revenues Over(Under) Expenditures	$ 394.38	$ 14,802.22	$ -	0	$ -	$ (14,802.22)	
	Hortense VFD Fund							
69	Total Revenues	$ 1,443.02	$ 15,020.73	$ 36,500.00	0	$ 36,500.00	$ 21,479.27	41.15%
70	Total Expenditures	$ 1,060.49	$ 3,050.78	$ 36,500.00	0	$ 36,500.00	$ 33,449.22	8.36%
71	Excess Revenues Over(Under) Expenditures	$ 382.53	$ 11,969.95	$ -	0	$ -	$ (11,969.95)	
	Waynesville VFD Fund							
72	Total Revenues	$ 5,472.66	$ 33,323.80	$ 96,400.00	0	$ 96,400.00	$ 63,076.20	34.57%
73	Total Expenditures	$ 34,408.44	$ 37,391.78	$ 96,400.00	0	$ 96,400.00	$ 59,008.22	38.79%
74	Excess Revenues Over(Under) Expenditures	$ (28,935.78)	$ (4,067.98)	$ -	0	$ -	$ 4,067.98	

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on April 5, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

Members voting against the Closed Session were _____

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

✓ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 5th day of April, 2022.

Chris Harris, Chairman

Notary Public Rene' T. Herrin

RENE' T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO., GA

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on April 7, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

Members voting against the Closed Session were

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

_____ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

✓ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 7th day of April, 2022.

Chris Harris, Chairman

Notary Public

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO., GA

BRANTLEY COUNTY COMMISSION
PUBLIC HEARING
APRIL 21, 2022
5:30 PM
COUNTY COMMISSION OFFICE

The Brantley County Board of Commissioners held a public hearing on April 21, 2022; 5:30pm in the Commission Office.

Present were Chris Harris, Chairman, Hal Herndon, Randy Davison, Brian Hendrix, Board Members. Also present were Chuck Scragg, Interim County Manager. Commissioner Jesse Mobley was not in attendance.

Chairman Harris Called the meeting to order; Mittie Vaughn gave the invocation.

Commissioner Herndon made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor, motion carried.

The purpose of the public meeting was for public discussion on the application from Limtech Technologies, Inc. for the purpose of rezoning from agricultural to light industrial located at 345 Industrial Park Road. Nahunta, GA; Parcel number B048 097. The Interim County Manager stated that this application was in order approved by the Planning Commission on March 24, 2022. There were no public comments.

Commissioner Hendrix made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: _____
Taylor Sheppard, Administrative Assistant

Limtech
Technologies, Inc.

345 Industrial Park Road
Nahunta, Georgia 31553

March 21, 2022

Subject: Limtech Property Rezoning Additional Information

To: Brantley County Commission and Planning Commission

When the facilities' operation were suspended in 2012 the remaining raw materials were stored inside and the site has been monitored since operations were suspended.

There has never been any soil or ground water pollution on the site since operation begun. It was designed as a Zero Liquid Discharge operation and this has been maintained since operations began.

The facility has never received any citations or notifications from the EPD or County.

We have to increase the footprint in the future in three phases:

Phase 1 Renovate Site Entrance and Office Building
Driveway Entrance and Office Parking
Concrete Paving will upgrade existing gravel entrance and parking area.

Phase 2 Expand Manufacturing Building
Manufacturing Building will be expanded 40 ft to South (2,400 ft^2)
Driveway and Tractor Trailer Storage Areas
Concrete Paving will upgrade existing gravel entrance and parking area.

Phase 3 Construct Two New Manufacturing Buildings
Add two Manufacturing Buildings (5,100 ft^2 and 12,000 ft^2)
Tractor Trailer Storage Area will be expanded and Cover Area with Solar Panels

The materials that will be used on site are listed they are not flammable or combustible (listed in re zoning application.

The facility is designed handle and store all materials in a manner to minimize the risk to the public and the facilities' employees.
The materials that will be used on site are readily available at most industrial supply houses and big box stores (Lithium Ion Batteries, Battery Acid, Cleaning and Pool Chemicals).

Any processes which create Air Emissions in the future will be designed and permitted with EPD with best available emission control equipment (dust from dryer).

Limtech
Technologies, Inc.

345 Industrial Park Road
Nahunta, Georgia 31553

The number of new jobs created and Capital investment is estimated to be:

Phase 1 Renovate Site Entrance and Office Building
5 Part Time Contractors; Capital Investment $200,000
Phase 2 Expand Manufacturing Building
20 Employees; Payroll $1.3 Million/Year; Capital Investment $10 Million
Phase 3 Construct Second Manufacturing Building
Add 15 Employees; Add Payroll $1.2 Million/Year; Add Capital Investment $15 Million

I look forward to providing any additional information that you may require.

Best Regards,

R. Thomas Currin
President
Cell (704) 906 4346

BRANTLEY COUNTY PLANING AND ZONING COMMISSION
PUBLIC MEETING 6:00 PM
March 24, 2021
County Commission Office

Present:	Gary Johns	Co-Chairman
	James Jacobs	Member
	Ana Gunn	Secretary
	Chuck Scragg	County Manager

Jack Cathcart resigned from the Planning Commission on March 18, 2022. There are currently two vacancies on the committee.

Co-Chairman Gary Johns called the meeting to order.
Gary Johns gave the Invocation & Gary lead the Pledge to Flag.

Gary Johns asked for an approval of the agenda. James Jacobs made a motion to approve. Ana Gunn second it.
The agenda was approved.

Gary Johns asked for the acceptance of the minutes from the November 11th meeting. Ana Gunn made a motion to accept the minutes. James Jacobs second it. The minutes were accepted.

No citizens were present for public participation.

Old business was discussed concerning the permitting of RV's in the county. Manager Scragg stated that citizens were responding to the citations that have been issued and paying to permit their RV's.

Members moved forward to new business. The first item discussed was (A) Rezoning Request 01-2022. This request is to rezone the property at 345 Industrial Park Blvd, Industrial Park Parcel B048 097, from the current "Agriculture Forestry" to "Light Industrial" classification. Rezoning of this location is needed for Limtech Technologies, Inc. to reopen for business. The current zoning for the location is incorrect and needs to be changed in order for the business to reopen and operate within county zoning guidelines.

James Jacobs motioned to accept the rezoning request. Ana Gunn second it.

Next, members discussed item (B.) Rezoning Request 02-2022 to rezone "Agricultural" for a Special Exemption at the property located at 7671 Caney Bay Rd, Parcel B042B 026. The purpose of this request is to allow a special exemption for the location so the owner can build more storage units on a property where storage units already exist.

Ana Gunn made a motion to accept this Special Exemption. James Jacobs second it.

Discussion came to an end.

Ana Chesser made a motion to adjourn. James Jacobs second it.

Meeting was adjourned.

BRANTLEY COUNTY
GEORGIA

Public Hearing for Limtech Inc., April 21, 2022, 6:00 pm

Rezoning from Agricultural to Light Industrial

33 Allen Road, Nahunta, GA

Sign-In Sheet

1. Rory E Da	11.
2. [illegible]	12.
3. [illegible]	13.
4. [illegible]	14.
5. Chuck Scragg	15.
6. [illegible]	16.
7.	17.
8.	18.
9.	19.
10.	20.

BRANTLEY COUNTY COMMISSION
May 3, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on May 3, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members, Interim County Manger, Chuck Scragg and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only
No one spoke

Public Participation – Speakers added to public participation agenda

Terry Jackson – Speed bumps on Paloma Street
Mr. Jackson asked the Board to please consider putting speed bumps on Paloma Street from Wee Kids Day Care out to Highway 82

William Reynolds – Howard Crossing beaver issue -not in attendance

Passero Associates – Introduction

Mr. Brad Wente with Passero Associates was in attendance to introduce himself to the Board. Passero Associates won the bid for the airport consulting services.

AGENDA

1. USDA Grant – Sheriff's Department

Ms. Karen Jameson, with USDA, was on zoom for this item.

Ms. Jameson went over the documents required by USDA for a grant in the amount of $33,000.00 for two (2) Sheriff Department vehicles. Commissioner Davison made a motion to approve the Grant Resolution Community Facilities Grant Request. Commissioner Herndon seconded the motion. All in favor. Motion carried.

2. Executive Session – Personnel and real estate

Commissioner Mobley made a motion to go into executive session to discuss personnel and real estate. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was personnel and real estate; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

3. Board Appointment

Development Authority-Christopher Harris and Jimmy Woodard
Board of Health – Cathy Jacobs
Library Board – Rhonda Dowling

The County Clerk informed the Board Christopher Harris is replacing Bill Jennings and Jimmy Woodard is replacing Ben Horner on the Development Authority. Ms. Cathy Jacobs will be replacing Ms. Sylvia Wingate on the Board of Health Board. Ms. Rhonda Dowling will be replacing Barry Chesser on the Library Board. Consent Agenda

4. Jail Fund – City of Nahunta

The County Attorney advised the Board that this is a Resolution for the Board to sign concerning the agreement with the City of Nahunta on Jail agreement which reflects back to 2003. The City of Hoboken has a signed Resolution the City of Nahunta did not have one. The City of Nahunta has already signed. Regular Agenda

5. Consideration of lease agreement – Coastal Pines

The Interim County Manager stated this is a renewal lease with Coastal Pines. Regular Agenda

6. Proclamation for EMS week

The Interim County Manager stated this is a proclamation for EMS week which is May 15-22, 2022. Consent Agenda

7. Proclamation for Law Enforcement week

The Interim County Manager stated this is a proclamation for Law Enforcement Week which is May 11-17, 2022. Consent Agenda

8. Consideration of bids on roof at Head Start building
   Table until June meeting

9. Consideration of EMS billing providers
   Table until June meeting

10. Consideration of naming an unnamed creek

The Interim County Manager stated that he got a request from the U.S. Board on Geographic Names and Ms. Jennie Martin about naming an

un-named stream. The proposed name is "Little Pine Run" it is located near Popwellville and Browntown. Consent Agenda

11. Rescind DNR lease on 301 boat ramp

The Interim County Manager informed the Board after some research the boat ramp off 301 belongs to the state; therefore the lease will need to be rescinded. Regular Agenda

12. County Manager report

The County Manager report will be on the Thursday meeting.

13. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
May 5, 2022
Regular Meeting
6:00 PM

The Brantley County Board of Commissioners held a regular meeting on May 5, 2022, 6:00 PM, at the Commission office.

Present were Chairman Chris Harris, Brian Hendrix, Jesse Mobley, Randy Davison and Hal Herndon, Board Members, Interim County Manager, Chuck Scragg and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the April 2022 minutes. Commissioner Herndon seconded the motion. All in favor. Motion carried.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

CONSENT AGENDA

1. Board Appointments
Development Authority-Christopher Harris and Jimmy Woodard
Board of Health – Cathy Jacobs
Library Board – Rhonda Dowling

2. Proclamation for EMS week

3. Proclamation for Law Enforcement week

4. Consideration of naming an unnamed creek "Little Pine Run"

Commissioner Hendrix made a motion to approve the consent agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

REGULAR AGENDA

1. Executive Session – Attorney Client matter – litigation-
   personnel and real estate

Commissioner Mobley made a motion to go into executive session. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Herndon made a motion to affirm matters discussed in Closed Session which was attorney client matter, litigation, personnel and real estate; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Mobley seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

Commissioner Hendrix made a motion to amend the agenda to add the following items. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Item 1a. Authorize an RFP for compensation and pay study for county employees

The Interim County Manager stated this is a study that is needed for the employees of the County. Commissioner Herndon made a motion to approve the RFP. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Item 1b. Authorize an RFP for the renovations on the old EMS and old EOC buildings at a cost of $250,000.00 to be paid out of ARPA funds.

The Interim County Manager stated these buildings can be used for storage as well as a training center and for EMA center in case of a hurricane. Commissioner Davison made a motion to approve the RFP and to use the ARPA funds in the amount of $250,000.00 if needed. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Item 1c. Authorize the purchase of the motel on 301 beside the St. Illa at a cost of $350,000.00

The Interim County Manager stated that Courthouse has outgrown its current usage and is too crowded with only one courtroom and two bathrooms. The County already owns the St. Illa adjacent to this piece of property and this would be ideal property to build a new courthouse. Commissioner Herndon made a motion to purchase the motel on 301 beside the St. Illa in the amount of $350,000.00. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Item 1d. Name Bryan Singleton, the sole candidate, for County Manager

The Interim County Manager stated the position for County Manager has been advertised. The Board has interviewed Bryan Singleton and to comply with the 14-day legal notice before he can be hired. Commissioner Davison made a motion to name Bryan Singleton, the sole candidate for County Manager, to comply with the 14-day legal notice; in the amount of $95,000.00 annually. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Item 1e. Authorize an RFP to perform a preliminary engineering and architect report and environmental report for the purpose of obtaining an USDA loan to construct a new courthouse for Brantley County

The Interim County Manager stated to build a new courthouse it will cost 7 – 8 million dollars, to house the employees in administration. The County Manager stated the County can get financing at a 2.5% low interest rate with the USDA for a 40-year term, no pre-payment penalty. Commissioner Hendrix made a motion to authorize an RFP to perform a preliminary engineering and architect report and environmental report for the purpose of obtaining an USDA loan to construct a new courthouse for

Brantley County. Commissioner Herndon seconded the motion. All in favor. Motion carried.

2. Jail Fund – City of Nahunta

Commissioner Hendrix made a motion to approve the resolution with the City of Nahunta with regard to the housing of inmates at the county jail. Commissioner Herndon seconded the motion. All in favor. Motion carried.

3. Consideration of lease agreement – Coastal Pines

The Interim County Manager stated that a letter of intent has already been signed on the lease agreement. Commissioner Mobley made a motion to approve the lease agreement. Commissioner Herndon seconded the motion. All in favor. Motion carried.

4. Rescind DNR lease on 301 boat ramp

The Interim County Manager stated that at last month's meeting the Board approved a 25-year lease with DNR on the boat ramp on 301. After some research it was determined the County does not own the boat ramp on 301, therefore; the Board needs to rescind the motion to approve the lease with DNR. Commissioner Hendrix made a motion to rescind the 25-year lease with DNR. Commissioner Mobley seconded the motion. All in favor. Motion carried.

5. Consideration of Waynesville VFD to purchase a support truck

The Interim County Manager informed the Board three (3) bids were received. Fire Chief, Andrew Hagerstrom, would like for the Board to approve the 1994 E-One Freightliner in the amount of $41,000.00; the truck amount is $37,000.00 with an additional $4,000.00 for a delivery fee.

Commissioner Hendrix made a motion to approve the purchase and to pay with prior year funds of Waynesville VFD. Commissioner Herndon seconded the motion. All in favor. Motion carried.

6. Consideration of advertising for request for proposal on old EMS and old EOC buildings renovations

This item was addressed above as item 1b.

7. County Manager report

The Interim County Manager recognized this month's department head, Gary Riggan. Mr. Riggan gave the Board an update on his department (report attached). The Interim County Manager introduced Mr. Bryan Singleton the candidate selected for the County Manager. Mr. Singleton stated he is looking forward to working here in Brantley County. The Interim County Manager to give Mr. Singleton's resume to the press. The Interim County Manager stated that the Buster Walker Road resurfacing project is completed. The Okefenokee Rural Electric company will be moving the power poles on Albert Gibson Road to begin progress. The Interim County Manager stated that there are some problems with right of way reluctance on Britt Still Road. A grant will be applied for fire equipment. The budget process will begin on May 9th. The reassessment which has not been done in 10 years will have an impact on tax bills. This is a process that should be done every three (3) years. Waynesville VFD received $2,250.00 fireworks grant which is used to purchase breathing apparatus. EPD has been out at the transfer station and have given a list of ten (10) items to be addressed. The County will have to bid out and buy a set of scales per EPD. If the County does receive the next ARPA funds these funds can be used to purchase equipment for first responders, water and sewer and revenue replacement; which means the county tax dollars that do not have to be spent on these things can be used on the new courthouse. If these money is received it could be around 1.3 to 1.7 million dollars.

8. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
Called Meeting
May 12, 2022
6:00 PM

The Brantley County Board of Commissioners held a called meeting for the purpose of an executive session concerning litigation on May 12, 2022.

Present were Chris Harris, Chairman, Brian Hendrix, Jesse Mobley, Hal Herndon and Randy Davison, Board Members. Also present was County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Commissioner Mobley made a motion to go into executive session. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was litigation; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Davison seconded the motion. All in favor. Motion carried. Chairman Harris stated that information was received no action taken.

Commissioner Davison made a motion to appeal the administrative lawsuit on the landfill on the EPD permit. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Commissioner Hendrix made a motion to adjourn. Commissioner Mobley seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin, County Clerk

EMS WEEK PROCLAMATION

To designate the Week of May 15 - 21, 2022, as Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, I, Chris Harris, Chairman, Brantley County Board of Commission, Nahunta, Georgia, in recognition of this event do hereby proclaim the week of May 15-21, 2022, as

EMERGENCY MEDICAL SERVICES WEEK

With the EMS Strong theme, EMS WEEK: Rising to the Challenge, I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the 5th day of May, 2022.

BRANTLELY COUNTY BOARD OF COMMISSIONERS

Chris Harris, Chairman

ATTEST:

Rene' Herrin, County Clerk

EMS WEEK

Rising to the Challenge

May 15-21, 2022

PROCLAMATION

IN RECOGNITION OF

LAW ENFORCEMENT APPRECIATION WEEK

May 11 through May 17, 2022

WHEREAS: Brantley County law enforcement officials and public safety officers are brave and dedicated individuals who protect our citizens, families, and our communities here in Brantley County; and,

WHEREAS: These men and women serve on the frontlines of public safety, are prepared to face uncertainty and danger for the sake of protecting their neighbors; and,

WHEREAS: Brantley County's law enforcement officials and public safety officers face intense challenges and make profound sacrifices to ensure the safety of all citizens and play a critical role in keeping us safe and putting themselves at risk during the COVID-19 pandemic; and,

WHEREAS: Law enforcement officials face increased scrutiny, yet continue to perform their duties with dignity and honor; and,

WHEREAS: Brantley County continues to train and develop the best law enforcement officers and public safety officials and because of their hard work and devotion, Brantley County remains a safe and welcoming County in which to live, work and play; and,

WHEREAS: The service of the Brantley County Sheriff and his dedicated team helps to maintain the well-being of our County. These individuals provide an invaluable service and should be recognized for their commitment and bravery.

NOW, THEREFORE BE IT RESOLVED the Brantley County Board of Commissioners, do hereby recognize the Brantley County Sheriff's Office, and encourage all residents to join in recognition and appreciation of the outstanding service provided by our Sheriff, his Deputies and Staff to our community. Furthermore, the Brantley County Board of Commissioners do hereby proclaim the week of May 11-17, 2022, as Law Enforcement Week in Brantley County.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the 5th day of May, 2022.

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Chris Harris, Chairman

ATTEST:

Rene' Herrin, County Clerk

FW: Re: request for recommendation from Brantley County about naming an unnamed stream

From: bcmanager@brantleycounty-ga.gov
Sent: Fri, Apr 22, 2022 at 9:46 am
To: skipperandrosemary@btconline.net, pdavison@btconline.net, brianhendrix@ccbcu.com, hherndon@btconline.net, jmobleybboc@gmail.com
Cc: BC Clerk

Commissioners,

I got this request from the:U.S. Board on Geographic Names (BGN) and Jennie Martin about naming an un-named stream. Please review the following emails and we can put this on our May 5th Meeting as a simple resolution to endorse or not.

Thanks

Chuck Scragg
Brantley County Interim County Manager
Brantley County Board of Commissioners
33 Allen Street
Nahunta, GA 31553
Office 912.462.2430
Cell 404.625.4443

----Original Message-----
From: "Jeannie Miller" <jeannie.miller24@gmail.com>
Sent: Thursday, April 21, 2022 1:08pm
To: bcmanager@brantleycounty-ga.gov
Subject: Re: request for recommendation from Brantley County about naming an unnamed stream

Good afternoon Mr. Scragg!
I'm more than happy to have a chat with anyone about our project and property goals. We aren't fancy, just educators and biologists that want to create some great habitat that highlights the local area! My family got the property when my son was born in 2018, and we have been working on it since. I'm a biologist here in the area so naming the stream seemed like a great fit.
Thanks so much!
Jeannie
570-916-4867

On Thu, Apr 21, 2022 at 12:41 PM <bcmanager@brantleycounty-ga.gov> wrote:

Dear Mr. O'Donnell,

I will present this at our Board of Commissioner Work Session May 3rd.

Regards,

Chuck Scragg
Brantley County Interim County Manager
Brantley County Board of Commissioners
33 Allen Street
Nahunta, GA 31553
Office 912.462.2430
Cell 404.625.4443

-----Original Message-----

From: "O'Donnell, Matthew (Contractor)" <mjodonnell@contractor.usgs.gov>
Sent: Thursday, April 21, 2022 12:31pm
To: "bccm@btconline.net" <bccm@btconline.net>
Cc: "jeannie.miller24@gmail.com" <jeannie.miller24@gmail.com>
Subject: Re: request for recommendation from Brantley County about naming an unnamed stream

Mr. Carl Rowland, County Manager
Brantley County
bccm@btconline.net

Request for comments about a proposal to name an unnamed stream near Popwellville and Browntown as **Little Pine Run**

Dear Mr. Rowland,
On February 15, I wrote to you asking for a recommendation from the Commissioners about a proposal to to apply the new name **Little Pine Run** to a short unnamed stream near Popwellville and Browntown. The name was proposed by the landowner purchased the land in 2018 and has been restoring the stream flow. This proposal was sent to the U.S. Board on Geographic Names (BGN), which is responsible by law for standardizing geographic names for use by the Federal Government.

The name refers to the longleaf pine habitat around the stream. The proponent has gotten support from the former landowners, Satilla Riverkeeper, and Georgia Department of Natural Resources Wildlife Resources Division.
I have copied the proponent on this email (Jeannie Martin, jeannie.miller24@gmail.com); she may be able to provide more information about the proposal.
The BGN wishes to know the opinions of local stakeholders in order to make the most informed decision and always at a minimum asks for a recommendation from the local governments.
A recommendation either in support or in opposition from the County would help the BGN best evaluate the local opinion about the name. The BGN does not require a formal resolution from the Commissioners if they do not feel it is necessary; an email reply from them or reported by you would be considered official. The BGN does not have the resources or the mandate to get public input from locals for each proposal it receives and instead contacts local elected authorities for a recommendation, trusting that they represent the views of those who elected them.
In order for the BGN to review all responses and vote on the issue in a timely manner, we ask that, if possible, you respond by email with an opinion by May 31, 2022. If you need more time, please let us know. Also, please note that if no response is received, the BGN will consider your opinion to be "no opinion" and will make a decision that might affect the use of names in Brantley County.
Please feel free to contact me if you have any questions. Thank you for taking the time to consider this request.
Sincerely,
Matt O'Donnell, research assistant
For Jennifer Runyon, research staff
U.S. Board on Geographic Names
12201 Sunrise Valley Drive, MS-523
Reston, VA 20192

Matt O'Donnell | Xcellent Technology Solutions, Inc.
Contract employee in support of U.S. Board on Geographic Names | Domestic Names Committee
Phone: 703-648-4553
Email: mjodonnell@contractor.usgs.gov
Room 2B101
(working remotely until further notice)

From: O'Donnell, Matthew (Contractor)
Sent: Tuesday, February 15, 2022 10:05 AM
To: bccm@btconline.net <bccm@btconline.net>
Cc: jeannie.miller24@gmail.com <jeannie.miller24@gmail.com>
Subject: request for recommendation from Brantley County about naming an unnamed stream

Mr. Carl Rowland, County Manager
Brantley County
bccm@btconline.net

Request for comments about a proposal to name an unnamed stream near Popwellville and Browntown as **Little Pine Run**

Dear Mr. Rowland,

I work on the staff of the U.S. Board on Geographic Names (BGN), which is responsible by law for standardizing geographic names for use by the Federal Government. The BGN accepts proposals to name or rename geographic features and makes decisions on proposals only after considering local opinion and recommendations. As a first step, the BGN asks staff to reach out to local governments who have been elected to represent their citizens and other entities that might have an interest in the proposal.

A Brantley County landowner submitted a proposal to the BGN to name an short unnamed stream on her property as **Little Pine Run**. Her family purchased the land in 2018 and have been restoring the stream flow. The name refers to the longleaf pine habitat around the stream. The proponent has gotten support from the former landowners, Satilla Riverkeeper, and Georgia Department of Natural Resources Wildlife Resources Division.

I have copied the proponent on this email (jeannie.miller24@gmail.com); she may be able to provide more information about the proposal.

Before the BGN votes on the proposal to make this name official for Federal use, the BGN would like to know if the county commissioners support or do not support the proposal.

Please keep in mind:

- The BGN accepts and votes on proposals as long as those proposals meet the BGN's Principles and Policies.
- A proposal may be to apply a new name to a currently unnamed geographic feature, or to change an existing name, spelling, or location.
- The BGN is not part of the U.S. Geological Survey; the USGS is just one of many member agencies that have a vote on the BGN.
- The BGN is reactive; it does not initiate these proposals except in rare cases of obvious map labeling errors.

The BGN places importance on local opinion when it votes on any proposal. The BGN has no requirement on how a local government develops its recommendation, as long as it is provided to the BGN by the

elected leaders or an office designated to speak for them. The BGN does not have the resources to contact every landowner that may be impacted by the proposal.

To make an informed decision on the proposal, the BGN would like to know if your office supports or opposes this proposal and if there is opposition, the reason for your decision. We will also ask for a recommendation from the Georgia Archives which acts as the State Names Authority. Federally recognized Tribes will also have an opportunity to provide comments.

Please feel free to share this proposal with any other groups that may have an interest such as a local historical society.

The proposal is listed on the BGN's Quarterly Review List 446, which was just recently posted. Attached is a summary of the proposal with a map, and the original proposal. To facilitate a response from your office, a recommendation form is also attached.

Thank you for your consideration of this request and I look forward to hearing from you. Meanwhile, if you have any questions, please don't hesitate to contact us. We may be contacted by e-mail at BGNEXEC@usgs.gov or mjodonnell@contractor.usgs.gov, or by telephone at (703) 648-4553.

Sincerely,

Matt O'Donnell, research assistant
For Jennifer Runyon, research staff
U.S. Board on Geographic Names
12201 Sunrise Valley Drive, MS-523
Reston, VA 20192

Matt O'Donnell | Xcellent Technology Solutions, Inc.
Contract employee in support of U.S. Board on Gecgraphic Names | Domestic Names Committee
Phone: 703-648-4553
Email: mjodonnell@contractor.usgs.gov
Room 2B101
(working remotely until further notice)

--
I sometimes send emails outside of typical working hours; please do not feel obligated to respond outside of your normal working hours.

RESOLUTION

WHEREAS, the City of Nahunta has requested the right to have City prisoners detained in the Brantley County Jail and, for this service to pay over to the County all funds collected by the City for the imposition of an additional ten percent (10%) penalty under the Jail Construction and Staffing Act (O.C.G.A. 15-21-90, et seq.) and,

WHEREAS, upon consideration and in consultation with the Sheriff of Brantley County, the Board of Commissioners find it to be appropriate under specified conditions for city

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Brantley County, Georgia, that the Chairman and Clerk of this Commission are authorized and directed to execute an agreement with the City of Nahunta for the housing of prisoners for the City of Nahunta in the Brantley County Jail; which agreement has been presented to and approved by the Board of Commissioners.

This the 5th day of May, 2022, Nunc Pro Tunc 11th day of MARCH, 2003.

BOARD OF COMMISSIONER OF
BRANTLEY COUNTY, GEORGIA

By: _____
Chairman

By: _____
Vice Chairman

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

ATTEST: _____
Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of April, 2022, by and between BRANTLEY COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereafter referred to as "the County") and the CITY OF NAHUNTA, GEORGIA, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as "the City"), and the Sheriff of Brantley County hereafter referred to as the "Sheriff".

WITNESSETH:

WHEREAS: The County is the owner of and operator of a detention facility known as the "Brantley County Jail"; and,

WHEREAS: The City desires to detain persons which have been arrested by an officer of The City's police department, or given a jail sentence by the Recorder's Court of the City of Nahunta, in the County's jail; and,

WHEREAS: The County and the Sheriff are willing to accept and detain persons arrested by the City's police or sentenced by the Records's Court of the City of Nahunta under the conditions and terms s hereinafter set forth.

WHEREAS: the parties hereto have since 2003, been operating under a verbal agreement as to housing of inmates based on persons who have been arrested by Nahunta Police Department and housed in the Brantley County Jail by the Brantley County Sheriff's Office , and

WHEREAS: the parties hereto are desirous of formalizing in written form the verbal agreement, and,

WHEREAS: the parties hereto have also, for the said years, been operating under a verbal agreement, for the collection of a 10% per cent charge in addition to the inmate housing fee as allowed by Section 15-21-90 et seq. of the Official Code of Georgia Annotated (O.C.G.A.) for "Jail Construction and Staffing Act", and,

WHEREAS, the City and the County, are desirous, pursuant to the said statute, of

formalizing Resolutions relating back to the verbal agreement as to the collection of a 10% per cent penalty assessment, and,

WHEREAS, the said formalized inmate jail fund Agreement shall be executed as of the date first written, but shall be Nunc Pro Tunc to April 2, 2003.

1.

THEREFORE, for the consideration of each of the parties as set forth herein, the parties agree as follows:

(A) The County, through the Sheriff shall, per an amount to be paid by the City to the Sheriff's office of Brantley County, the said amount to be designated as the inmate housing fund, which fee is presently $35.00 per day, but shall be subject to change as to the amount, per agreements by the City, the Sheriff's Office and the County, accept as an inmate in the Brantley County Jail all persons placed under arrest by the City's police for whom immediate incarceration is required, or sentenced to incarceration by the Recorder's Court of the City of Nahunta and hold said persons in the Brantley County Jail as directed by the City's police, or in accordance with the terms of the sentence of said Court. In the event the County's jail is full and cannot house any such person when called upon to do so by the City, then the County shall be responsible for securing other housing at another jail facility for such City prisoner, and the County shall be financially obligated for the cost of incurred to house such City prisoner in another jail.

(B) The City shall be solely liable for all medical cost incurred by any of its prisoners being held in the County's jail or in another County's jail on behalf of the County, should The County's jail be unable to house the City's prisoner due to overcrowding. Such Medical expenses shall be direct obligation of the City, however, should the County pay any such expense, then the City shall, upon invoice of same from the County, immediately reimburse the County for said medical expense.

(C) The City shall be solely liable for any and all claims which may arise from any prisoner alleging wrongful incarceration, and shall hold the County harmless from same to include any and all expenses which may be incurred by the County for defending such claim and its reasonable attorney's fees for such defense.

(D) The City shall be solely responsible for transporting any of its prisoners housed the County's jail or otherwise for any medical or dental care required by a City prisoner at a location away from the County's jail.

(E) The City shall be solely responsible for transporting any of its prisoners to another jail for boarding at the discretion and upon the requisition of said necessary boarding by the Sheriff, or his designee.

(F) During all times hereafter I in which the County is making the County's jail available to The City for incarceration of city prisoners, the City shall impose as a part of all fines imposed by the Recorder's Court of the City of Nahunta an additional penalty equal to ten (10%) per cent of the original fine, bail or bond, as provided for by the "Jail Construction and Staffing Act" (O.C.G.A. Section 15-21-90 et seq.), and as amended per the Resolutions adopted by City Counsel and by the Brantley County Board of Commissioners. The City shall pay over to the County on a monthly basis, due by the 10th of each month, all sums collected by it for the said additional ten (10%) per cent penalty assessment.

2.

This Agreement shall, unless otherwise earlier terminated as herein provided, terminate fifty (50) years from the date hereof.

3.

The parties further agree that either party may terminated this agreement at the end of any calendar year, upon giving the other party notice of its intent to terminate by November 1st of any year during the term of this Agreement. Said notice must be in writing.

4.

Any notices of the parties to one another provided for herein or other written communications between them shall be addressed and delivered as follows:

To the County:	ATTN: Chairman Board of Commissioners 33 Allen Road Nahunta, GA 31553
To the City:	ATTN: Mayor City of Nahunta P.O. Box 156 Nahunta, GA 31553
To the Sheriff:	Len Davis, Sheriff 95 John Wilson Street Nahunta, GA 31553

IN WITNESS WHEREOF, the parties have caused their official hands and seals to be placed hereon.

BRANTLEY COUNTY, GEORGIA

By: _____
Chris Harris, Chairman

Attest: _____
Rene' T. Herrin, Clerk

CONSENTED TO AND APPROVED:

_____
Len Davis, Sheriff
Brantley County, Georgia

Signed and sealed in the presence of:

_____
Notary Public

TAYLOR SHEPPARD NOTARY PUBLIC EXPIRES GEORGIA NOV. 20, 2022 BRANTLEY CO., GA.

CITY OF NAHUNTA, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

CITY OF NAHUNTA INCORPORATED 1925 BRANTLEY COUNTY, GEORGIA

Signed and sealed in the presence of:

_____
Notary Public

THOMAS C. WIRTH NOTARY PUBLIC EXP. NOV. 08, 2024 BRANTLEY COUNTY, GA

STATE OF GEORGIA,
COUNTY OF FULTON

Annual Lease # 6427
3 of 3 Originals

LEASE AGREEMENT

This **LEASE AGREEMENT**, hereinafter referred to as this "Agreement," is made and entered into this 5th day of May, 2022, by and between **BRANTLEY COUNTY BOARD OF COMMISSIONERS** whose business address for purpose of this Agreement is 33 Allen Road, Nahunta Georgia 31553, hereinafter referred to as "Landlord," and the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, hereinafter referred to as "Tenant."

WITNESSETH THAT:

ARTICLE I. DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

1. "Building" shall be construed to mean the facility containing the Premises. References in this Agreement to the Building are deemed to include the Premises.
2. "Casualty" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
3. "Casualty Affecting a Material Portion of the Premises" shall be construed to mean a Casualty which, in Tenant's reasonable judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty.
4. "Common Area" shall mean those areas located within the Building, excluding the Premises, or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas, parking garages, landscaped areas, and other similar facilities or areas provided for the common use or benefit of tenants generally and/or the public.
5. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.
6. "Hazardous Substances" shall be construed to mean any chemical, material, or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," "regulated substance," "medical waste," "toxic substance" or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material, or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public

health or safety; and (vi) other chemical, material, or substance which could pose a hazard to the environment.

7. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.
8. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.
9. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing.
10. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created.
11. "Notice(s)", whenever any notice, demand, or request is required or permitted under this Agreement, shall be in writing and shall be delivered by hand, be sent by registered or certified United States mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by Notice given in accordance herewith. Notices delivered by hand shall be deemed given upon the date so delivered. Notices given by mailing shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, which is triggered by the Notice shall commence to run from the date of receipt of the Notice by the addressee thereof, on the third (3rd) day following mailing or the date the addressee would have received the Notice but for the refusal of the addressee to accept delivery, whichever occurs first.
12. "Occupying Agency" shall be construed to mean: (a) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, or (b) any other public state entity as defined by Georgia state law, which is assigned a space by Tenant to use the Premises for its intended purpose.
13. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.
14. "Premises" shall include not only the property more particularly described below and shown in "EXHIBIT A," but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
15. "Term" shall include not only the original term but also any renewal or extension of the original term as exercised by the Tenant.

ARTICLE II. PREMISES LEASED

1. Premises Leased. Landlord, in consideration of the rents agreed to be paid by Tenant, and

of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "Provisions") hereby grants an estate for years to Tenant, and Tenant hereby takes and rents, pursuant to those Provisions, the Premises described as follows:

Building Address:	470 Bryan Street
Floor / Suite:	Classroom Space as shown in "Exhibit A"
Size of Premises:	1,945 Sq. Ft.
County:	Brantley
City / State:	Nahunta, Georgia 31533.

2. Drawing of Premises. The Premises are further shown and delineated on "EXHIBIT A," a drawing prepared for Landlord and Tenant by Landlord, a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

ARTICLE III. TERM, RENTAL RATE & RENEWAL OPTION

1. Term. This Agreement shall commence on July 1, 2022 (the "Commencement Date"), provided that Tenant has provided Landlord prior written notice of the commencement of the Agreement (the "Commencement Notice"). Such Commencement Notice shall substantively conform to the template letter attached hereto as "EXHIBIT B" and incorporated herein by reference. The Commencement Notice shall be given to Landlord either forty-five (45) days prior to the Commencement Date, or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant's Commencement Notice be given to Landlord later than the day prior to the Commencement Date. If Tenant does not provide such Commencement Notice, this Agreement shall be void and of no effect. If Tenant does give Commencement Notice to the Landlord, this Agreement shall end at 11:59 p.m. on the June 30, 20__ (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date, the Expiration Date and the period between are hereinafter collectively referred to as the "Term".

2. Landlord's Failure to Deliver the Premises at the Commencement of the Term. Should Landlord, for any reason, be unable to deliver possession of the Premises to Tenant on the Commencement Date, this Agreement may be immediately terminated and declared null and void at the option of Tenant by providing Landlord with Notice. Should Tenant elect not to exercise this option then there shall be a total abatement of Fixed Rental and Operating Expenses, if any, during the period between the Commencement Date and the date Landlord delivers possession of the Premises to Tenant.

3. Rental Rate.

For the use and rent of the Premises, Tenant agrees to pay to Landlord, at the above stated business address or at such other address as may be designated in writing from time to time by Landlord, the total fixed monthly rental amount of One Thousand One Hundred Ninety-Six and 29/100 Dollars ($1,196.29) as set forth in the following chart (hereinafter "Fixed Rental"), beginning on the Commencement Date, and payable thereafter on the first day of each and every calendar month during the Term. Provided however, if the Commencement Date is a day other than the first day of a calendar month, the monthly installment of Fixed Rental payable for the period from the Commencement Date through the end of the calendar month during which the Commencement Date occurs shall be the Fixed Rental prorated on a daily basis, which amount shall be paid together with the Fixed Rental for the first full calendar month of the Term on the first day of the first calendar month following the Commencement Date. Provided further however, if the Expiration Date or termination is a day other than the last day of a calendar month, the

Fixed Rental payable for the month during which the Expiration Date occurs shall be the Fixed Rental prorated on a daily basis.

FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT
2023	7/1/2022-6/30/2023	$1,196.29	$14,355.55

4. Renewal Option.

Landlord hereby grants Tenant the exclusive right, privilege and option to renew or extend the Term of this Agreement, at the expiration of the aforementioned Term, for three (3) additional periods of twelve (12) months each (hereinafter referred to as "Renewal Option(s)").

The Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the paragraph below. Notice of Tenant's desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any previously exercised Renewal Option, or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant's Notice to exercise the Renewal Option be given to Landlord later than June 30th of the then current Term.

It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement, on the part of Tenant, have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are collectively referred to as the "Term."

5. Renewal Rental Rate.

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

FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT
2024	7/1/23-6/30/24	$1,196.29	$14,355.55
2025	7/1/24-6/30/25	$1,196.29	$14,355.55
2026	7/1/25-6/30/26	$1,196.29	$14,355.55

ARTICLE IV: PERMITTED USE

1. Permitted Use of Premises. Tenant does hereby this day rent and take from Landlord the above-described Premises, upon the said Provisions herein stated, to be used for any lawful business purpose. Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant

further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

2. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

ARTICLE V. LANDLORD COVENANTS

1. Covenant of Title and Quiet Enjoyment.

a. Landlord covenants that it is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant, paying the rent and keeping the Provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever. If for any reason, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving Landlord Notice thereof.

b. If Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation, or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

2. Mortgages and Subordination. This Agreement is subject to all mortgages and deeds to secure debt which may now or hereafter encumber the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument or subordination need be required by the holder of any such security instrument. Tenant shall, at Landlord's request, promptly execute an estoppel and subordination agreement provided that the agreement is substantially similar in form to, and no less favorable to Tenant than, the document attached hereto as "EXHIBIT D". Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises.

3. Environmental Covenants & Remediation.

a. Landlord warrants, to Landlord's actual knowledge, that no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the

Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land.

b. If removal, encapsulation or other remediation of Hazardous Substances located in, on or under the Land or Building is required by applicable Laws (the "Remediation"), Landlord shall immediately, at no expense to Tenant, take all measures necessary to comply with all applicable Laws and perform such Remediation, unless such Hazardous Substances were released or placed on the Land or Building by Tenant. Landlord shall repair and restore the Land or Building at Landlord's sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building until the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by Notice to Landlord which termination shall be effective on Landlord's receipt.

c. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

4. Condemnation.

a. Landlord warrants to Tenant, knowing that Tenant is relying on such warranty, that to Landlord's actual knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land.

b. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon Notice to Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises.

c. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must provide Notice to Landlord within thirty (30) days after it is ultimately determined what portion of the Premises will be taken under such proceeding (a "Tenant Election").

d. In the event the Tenant elects to remain on the Premises under the conditions set forth above, Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. If Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by Notice to Landlord which shall be effective upon Landlord's receipt.

e. The rights of Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

5. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.

6. Additional Landlord Covenants, Representations and Warranties. To Landlord's actual or constructive knowledge, Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that:

a. there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;

b. the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord;

c. the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises;

d. the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

e. on the Commencement Date, the Premises complies in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

f. as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair;

g. the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and

h. the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

ARTICLE VI. UTILITIES AND JANITORIAL SERVICES

1. Utilities.

a. Landlord represents, warrants and covenants to Tenant, knowing that Tenant is relying on such representation, warranty and covenant, that all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, internet, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises.

b. With the sole exception of telephone and internet, Landlord shall furnish and pay for electricity, gas, water, sewer, and any other utility used by Tenant while occupying the Premises. No deductions shall be made from the rent due to a stoppage in the service of water, sewer, electricity, gas, and or any other utility unless directly or indirectly caused by an act of Landlord. In the event of interruption in electricity, gas, water, sewer, or any other utility, Landlord will proceed with all due diligence to restore same. Tenant may make payment directly to a utility provider if Landlord has failed to properly make a payment that is the obligation of Landlord the pursuant to this paragraph. All costs and expenses incurred by Tenant in exercising Tenant's rights under this this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

2. Janitorial Services.

Tenant shall furnish and pay for all janitorial services for the Premises. Landlord shall contract and pay for all janitorial services for the Common Areas.

ARTICLE VII. CASUALTY, REPAIRS, MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

1. Casualty Affecting the Premises.

a. If a Casualty Affecting a Material Portion of the Premises occurs, Tenant, at its option, shall have the right to terminate this Agreement by giving Notice to Landlord of such termination within thirty (30) days after the Date of Casualty. Upon this issuance of Notice to Landlord, this Agreement shall terminate, and the Date of Casualty shall be the effective Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty.

b. If a Casualty Affecting a Material Portion of the Premises occurs and Tenant does not terminate this Agreement, or if the Casualty is not deemed by Tenant to be a Casualty Affecting a Material Portion of the Premises, then: (i) this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, Fixed Rental and Operating Expenses, if any, shall be prorated to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business; and (ii) Landlord shall promptly proceed to restore the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. If such restoration shall not be substantially completed within ninety (90) days following the Date of Casualty, then within thirty (30) days following expiration of such 90-day period, Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon

Tenant may terminate this Agreement by Notice to Landlord, which termination shall be effective upon Landlord's receipt.

2. Repairs & Maintenance by Landlord.

a. Throughout the Term of this Agreement, Landlord, at Landlord's sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary, the Building and Common Area, including without limitation, Drainage Facilities, heating, ventilation, and air conditioning ("HVAC") systems, roof, foundations, footings, columns, exterior walls and other structural components, parking and other Paved Areas, utility lines and sewer pipes, other building systems. Landlord shall repair any damage to the Building and Common Area caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also be responsible for the removal of waste, ashes, garbage, trash, excelsior, straw, and all other refuse from the Common Area.

b. Landlord, at Landlord's sole cost and expense shall be responsible for maintenance of landscaped areas in the Common Area, which shall include but not be limited to: mowing, edging, trimming, fertilizing, and irrigating or watering of all areas consisting of grass or ornamental plants; placement of mulch or plants in landscaped beds; pruning, and other pest control for trees, shrubs and plants including the removal of dead, poisonous or dangerous vegetation and trees.

c. Landlord shall also keep the Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement. Landlord shall also (i) keep the Common Area well-lit and change light bulbs in the Common Area as necessary; and (ii) maintain and repair the interior portions of the Common Areas such that they remain in good condition and repair, and replace such interior portions of the Common Areas as necessary, at its own cost except that Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs or replacements to the Common Areas necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency's invitees.

d. Landlord shall maintain and repair the interior portions of the Premises such that they remain in good condition and repair and replace such interior portions of Premises as necessary. Landlord shall also keep the Premises well-lit and change light bulbs in the Premises as necessary. Tenant shall reimburse Landlord upon demand for reasonable cost of maintenance, repairs or replacements to the Premises necessitated by the willful misconduct of Tenant, Occupying Agency, or Occupying Agency's invitees. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair

e. Landlord acknowledges that all fire detectors installed on the Premises are in proper working condition, and that they have been inspected. Landlord shall also be responsible for the care of extinguishers on the Premises, as well as the interim testing and repair.

f. Tenant shall give Landlord prompt Notice if Tenant believes that there is a condition that requires maintenance, repair or replacement within the Premises.

3. Tenant's Right to Make Repairs.

a. If Tenant gives Notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days or fails to diligently pursue such maintenance, repair or replacement, Tenant may give Landlord

Notice of Tenant's intention to undertake such maintenance, repair or replacement. Upon receipt of such Notice, if Landlord fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days, then Tenant may proceed to undertake such maintenance, repair or replacement. Tenant may immediately commence repair without further Notice if Tenant's initial Notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property.

b. All costs and expenses incurred by Tenant in exercising Tenant's rights under this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant, and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

c. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises, shall not be construed as a waiver by the Tenant of Landlord's obligations under this Agreement.

d. Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises.

4. Landlord's Entry for Inspection and Repairs. Tenant shall permit Landlord, its agents or employees to enter onto the Premises at all reasonable times, provided that Landlord shall provide no fewer than two (2) days' prior Notice, for the purpose of inspecting or making repairs to any portion of the Premises or performing any other obligation required under this Agreement. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without advance Notice.

5. Landlord's Employees and Contractors. Landlord shall use care to select honest and efficient employees or third parties for performance of any obligation required under this Agreement. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees and third parties. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such employees and third parties which in any way interferes with Tenant's full enjoyment of the Premises.

6. Improvements to Premises. INTENTIONALLY OMITTED

7. Tenant Trade Fixtures and Alterations.

In addition to tenant improvements to be performed by the Landlord as provided above if any, and following advance written Notice to and approval from the Landlord, Tenant may install trade fixtures and make, at its own cost and expense, such non-structural, removable alterations, erections, or additions as are necessary to adapt the Premises for Tenant's business. All alterations, erections, additions and trade fixtures installed or placed on the Premises by Tenant shall continue and remain the property of Tenant and may be removed by Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If Tenant removes any or all of the alterations, erections, and additions it has installed or placed on the Premises, Tenant agrees to repair any damage directly resulting to the Premises from such removal.

8. Removal of Fixtures, etc. by Tenant. At any time before or on the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Premises.

9. Parking. Landlord shall provide parking in the amount of 4 spaces per 1,000 square feet of the Premises, or (nine) (9) parking spaces. Landlord shall provide spaces located adjacent to the Building free of charge throughout the Term and Renewal options exercised by Tenant.

10. Signage. Tenant, at Landlord's sole cost and expense, shall be permitted to install and place Tenant's name or Tenant's trade name in, on, and around the Building, on monument(s)/pylon(s), and at the point of ingress to the site of the Building. Tenant's rights to such signage shall be for the Term of this Agreement. All signage shall be subject to local ordinances and all government or association approvals.

11. Riders. INTENTIONALLY OMITTED.

ARTICLE VIII. INSURANCE

1. Landlord's Insurance. Landlord shall procure and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area (i) commercial general liability insurance in an amount of not less than $1,000,000 each occurrence for injury, death, or damage to property and $3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates of insurance or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties.

2. Tenant's Insurance. Throughout the Term of this Agreement, Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks. Tenant shall provide third party liability coverage arising from the acts of its officers, members and employees, in accordance with the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq., through the self-insurance funds maintained pursuant to Georgia Law through the Georgia State Tort Claims Policy. The Georgia State Tort Claims Policy provides coverage in the amount of $1,000,000 per person and $3,000,000 per occurrence for claims covered by the Act.

ARTICLE IX. DEFAULT AND LEASE EXPIRATION

1. Landlord Remedy in the Event of Tenant Default. The following events shall constitute default by Tenant under this Agreement: (i) if Tenant fails to pay, when due, any rent or other payment of money and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof,

or (ii) if Tenant violates or breaches, or fails fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant Notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

2. Entry for Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or "For Lease." Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.

3. Surrender of the Premises. With the exception of reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of Landlord, Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition. Landlord shall have thirty (30) days from the date of surrender of the Premises to provide Notice to Tenant of any claim of damage to the Premises that is the Tenant's responsibility. Landlord waives any such claim after thirty (30) days.

4. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental in effect at such time of expiration as set out above and under the same Provisions in force at the expiration of this Agreement.

ARTICLE X. TENANT ASSIGNMENT

1. Assignment and Subletting of Premises by the Tenant. Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia by O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting or assigning space to an Occupying Agency requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet or assignment of space within the Premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior Notice thereof.

2. Additional Items Regarding Assignment or Subletting. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

ARTICLE XI. ADDITIONAL TENANT CLAUSES

1. Public Official/Public Employee Conflict of Interest. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia have not been and will not be violated in any respect by this Agreement.

2. Security for Financing.

a. Tenant acknowledges that this Agreement and its obligations hereunder may become a source of repayment for any of Landlord's financing of the Premises. Tenant does not prohibit Landlord from pledging or assigning the rents payable by Tenant hereunder as security for such financing so long as the pledge or assignment does not exceed beyond the Term of this Agreement. Tenant will affirmatively acknowledge the rights of any lender or other party in connection with such financing to the extent permitted by law.

b. Notwithstanding the foregoing, Landlord represents and acknowledges that the Building, this Agreement, or the rents payable hereunder shall not be pledged or used as security for any publicly issued bond debt, whether issued by a public, quasi-public, or private entity, without Tenant's written approval which may be withheld in at Tenant's sole discretion.

3. State Fire Marshal's Office Approval of Floor Plans and Issuance of Certificate of Occupancy. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as EXHIBIT A are subject to final approval by the State Fire Marshal's Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshal's Office without cost or expense to the Tenant. Landlord is responsible for submission of plans to the State Fire Marshal's Office.

ARTICLE XII. INTERPRETATION AND ENFORCEMENT

1. Headings. The use of headings, captions and numbers in this Agreement are solely for the convenience of identifying and indexing the various Provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any Provision in this Agreement.

2. Singular and Plural. Whenever appropriate in this Agreement, a singular term shall be construed to mean the plural where necessary and a plural term shall be construed to mean the singular where necessary.

3. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

4. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date or expiration shall automatically be extended to the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.

5. Binding Effect on Heirs, Assigns, Etc. Each of the Provisions contained in this Agreement

shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.

6. Change in the Ownership of the Premises. No change or division in the ownership of the Premises shall operate to enlarge the obligations or diminish the rights of Tenant. Further, no change or division in the ownership of the Premises shall be binding on Tenant for any purpose, including the payment of Fixed Rental, until Tenant shall have been furnished with Notice from the Landlord of such change in ownership which shall include the name, address, contact information, and rent payment address for the new landlord, and a copy of the recorded instrument or other legally authenticated written instrument evidencing such change or division in the ownership of the Premises; or a copy of the assignment of this Agreement by Landlord to another party.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until Notice of the appointment and the extent of the authority of such agent shall be first given to Tenant by the Party appointing such agent.

8. Requirement for Written Amendment. This Agreement shall not be modified or amended in any respect except by a written agreement, executed by the Parties in the same manner as this Agreement is executed.

9. Jurisdiction and Venue. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. The parties hereby agree that the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Agreement.

10. Counterparts and Authority to Execute. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

11. Right to Counsel and Interpretation. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

12. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect.

(Signatures begin on next page. Remainder of page is intentionally blank.)

IN WITNESS WHEREOF, Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

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

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

RENE T. HERRIN
NOTARY
EXPIRES
GEORGIA
January 11, 2025
PUBLIC
BRANTLEY CO., GA

LANDLORD:

BRANTLEY COUNTY BOARD OF COMMISSIONERS

By: _____

Name: Chris Harris

Title: Chairman

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

Unofficial Witness

Lashawnda Evans
Notary Public
My Commission Expires: Dec. 15, 2024

(Affix and Impress
Notary Public Seal Here)

LASHAWNDA EVANS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
DECEMBER 15, 2024
DEKALB COUNTY, GEORGIA

TENANT:

STATE PROPERTIES COMMISSION

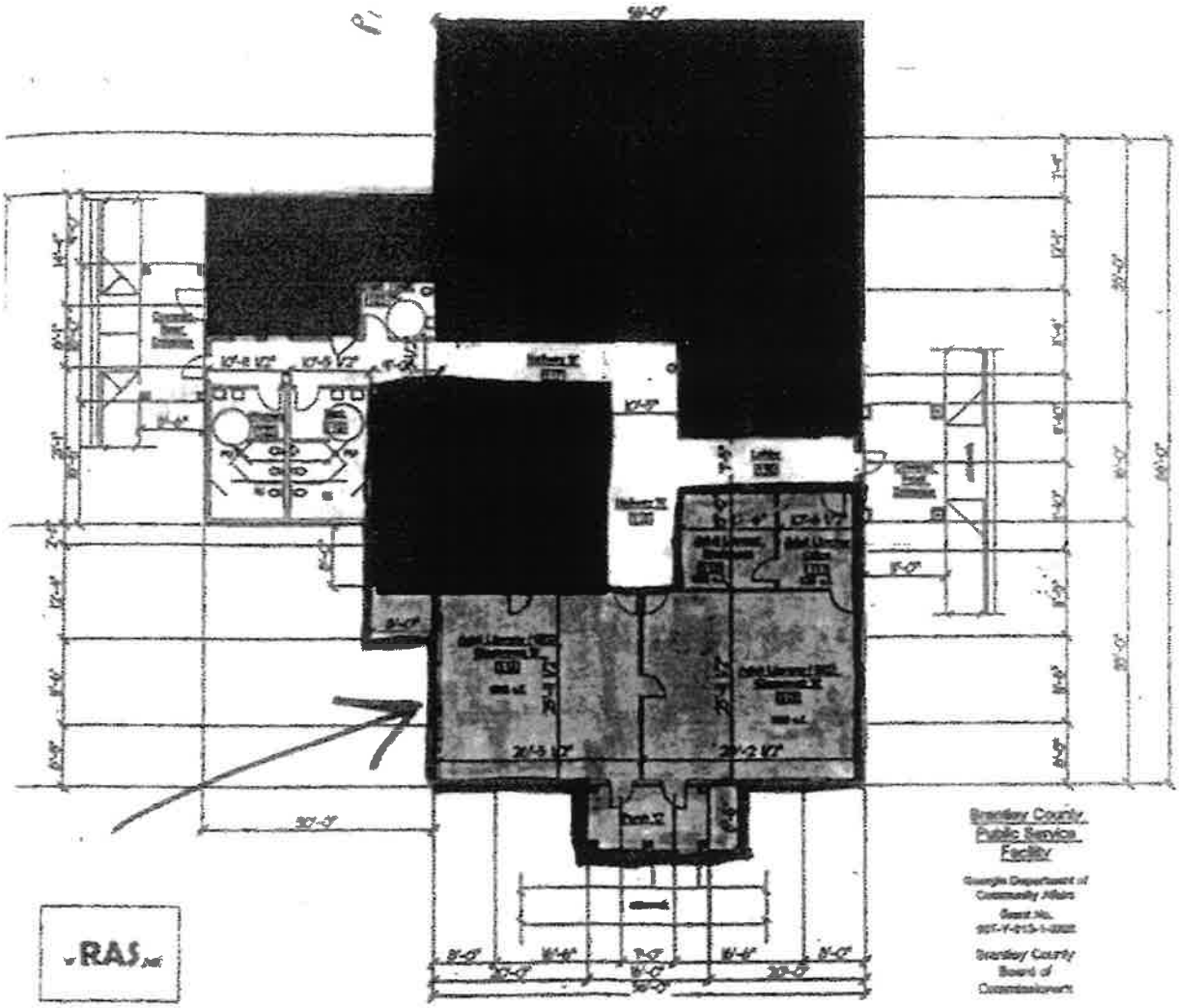
By:

Name: J. Frank Smith

Title: Deputy Executive Director

EXHIBIT A

FLOOR PLAN



Leased soley to Dept. of T & A Education (Coastal Pines Technical College)

Leased soley to Comcastad Services, Inc.

Common Areas for use by both Tenants

EXHIBIT B

Commencement Notice

STATE PROPERTIES COMMISSION

270 Washington Street SW, Suite 2129, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

Date

[Landlord Name]
[Landlord Address]

RE: [Agency]
Lease Agreement Number: FY:

Dear Landlord:

The Master Lease Agreement ("Agreement") dated _____, by and between _____ ("Landlord") and State Properties Commission ("Tenant") for _____ rentable square feet of space located at _____, will commence on July 1, ____
and end on June 30, 20__ under the terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the rental rate of $_____.

STATE PROPERTIES COMMISSION

J. Frank Smith
Deputy Executive Director

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D

Lease # 6427

ESTOPPEL AND SUBORDINATION AGREEMENT

This ESTOPPEL AND SUBORDINATION AGREEMENT (this "Agreement") dated the _____ day of _____, _____ between _____ whose business address for purpose of this Agreement is _____ ("Mortgagee"), and STATE PROPERTIES COMMISSION, a commission within the State Government of Georgia created by O.C.G.A. §50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334 ("Tenant").

RECITALS:

WHEREAS, Tenant has entered into that Master Lease Agreement dated _____, _____ (the "Lease") with _____ ("Landlord"), covering certain premises more fully described in the Lease (the "Premises"), which Premises are a part of that the real property located at _____, _____;

WHEREAS, a condition of funding the aforesaid loan by Mortgagee to Landlord is that the Lease be ratified and subordinated to the Security Deed and that the Tenant agree to attorn to Mortgagee; and

WHEREAS, Landlord and Tenant wish to so ratify and are willing to subordinate the Lease to the Security Deed; and

WHEREAS, Tenant has agreed that Tenant will attorn to Mortgagee, provided Tenant is assured of continued and undisturbed occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants herein contained and the sum of Ten Dollars and no/100 ($10.00) in hand paid by Mortgagee to Landlord and to Tenant, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord and Mortgagee hereby agree as follows:

1. Status of Lease. Landlord and Tenant hereby represent to Mortgagee as follows:

(a) that the Lease is in full force and effect, that there are no amendments or modification thereto unless as expressly set forth above, and that there are no other agreements between Landlord and Tenant relating to the Premises;

(b) Tenant has not prepaid any rental, other than as provided in the Lease, to Landlord,

or to any other party, other than the rent due and payable in the calendar month of the execution of this Agreement; and

(c) Tenant has not been notified by Landlord of any breach or default of the Lease.

2. Subordination. The Lease and the rights of the Tenant thereunder are hereby subordinated to the Security Deed and the security title thereof and to all renewals, substitutions, extensions, replacements, consolidations and increases in amount thereof.

3. Non-Disturbance of Lease. So long as the Lease, including any renewals, extensions, substitutions or replacements thereof, shall be in full force and effect and Tenant shall not be in default thereunder:

(a) Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Security Deed or the Note secured thereby;

(b) Tenant's interest under the Lease shall not be terminated or disturbed during the term of the Lease, including any renewals, extensions, substitutions or replacements thereof, nor shall Tenant be evicted from the Premises by reason of any default under the Security Deed or the Lease Assignment.

4. Attornment of Tenant. In the event either Mortgagee or any successor in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action or delivery of a deed or otherwise, Tenant shall attorn to and recognize such successor-landlord as Tenant's landlord and the parties shall promptly execute and delivery any instrument that any one of them may reasonably request of the other to evidence such attornment and acceptance thereof and the recognition by such parties of all of the terms, provisions, covenants, obligations and privileges contained in the Lease. From and after the time of such attornment, Tenant shall have the same remedies against such successor-landlord for the breach of an agreement contained in the Lease, including any renewals, extensions, substitutions or replacements thereof, that Tenant might have had against Landlord if the Lease has not been terminated, except that no such successor-landlord shall be (i) in any way responsible or liable for any act or omission of any prior landlord, (ii) subject to any offsets or defenses which Tenant might have against any prior landlord, and Tenant agrees not to assert the same or any damages arising therefrom against such successor-landlord, (iii) bound by any rent which Tenant might have paid for more than the current month to any prior landlord, (iv) bound by any amendment or modification to the Lease made without the prior written consent of Mortgagee, or (v) in any way responsible for any deposit or security which was not delivered to such successor-landlord.

5. Notice of Default to Mortgagee. Tenant hereby agrees to give prompt written notice to Mortgagee of any default of the Landlord under the Lease, if such default is of such a nature as to give Tenant the right to terminate the Lease, reduce rent or to credit or offset any amounts against future rent. It is further agreed that such notice will be given to any successor in interest of the Mortgagee under the Security Deed provided that prior to such default of the Landlord, such successor in interest shall have

given written notice to the Tenant of its acquisition of the Mortgagee's interest therein, and designated the address to which such notice is to be directed.

6. Notices, Demands and Requests. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by depositing in the United States Mail, postage prepaid and registered or certified, return receipt requested, and addressed to the addresses set forth on the first page hereof. The sender of said notice shall request the United States Postal Service to show to whom, date and address of delivery of said notice. All notices, demands and request shall be effective upon being deposited in the United States Mail. However, the time period in which a response to any notice, demand or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving at least thirty (30) days written notice thereof, Tenant, Landlord or Mortgagee shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

7. No Oral Change. This Agreement may not be discharged or notified orally or in any manner other than by an agreement in writing signed by the party or parties to be charged thereby.

8. Binding Effect. The agreements herein contained shall bind and inure to the benefit of the successor in interest of the parties hereto and, without limiting such, the agreements and rights of the Mortgagee shall specifically be binding upon and inure to the benefit of any purchaser of the property at a sale foreclosing the Security Deed.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia.

TENANT

WITNESS

_____ _____

Notary Public
My Commission Expires:

_____ By:_____

(AFFIX AND IMPRESS NOTARY
PUBLIC SEAL HERE)

Title:_____

WITNESS

MORTGAGEE

_____

Notary Public
My Commission Expires:

_____

(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

By:_____

Title:_____

WITNESS

LANDLORD

_____

Notary Public
My Commission Expires:

_____

(AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)

By:_____

Title:_____

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F

RIDER

INTENTIONALLY OMITTED

STATE OF GEORGIA

COUNTY OF BRANTLEY

LEASE AGREEMENT

THIS LEASE AGREEMENT, referred to as "Agreement", effective as of the 16th day of March 2022, by and between BRANTLEY COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as "Lessor"), and ACTION PACT, INC., a private non-profit corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as "Lessee").

RECITALS:

WHEREAS, BRANTLEY COUNTY BOARD OF COMMISSIONERS is the owner of certain land with improvements thereon located, having an address known as 470 BRYAN STREET, NAHUNTA, GA (the "premises"); and

WHEREAS, ACTION PACT, INC. desires to obtain use of the premises for operation of its HEAD START program(s); and

WHEREAS, the use of the premises will not interfere with any of the operations of BRANTLEY COUNTY BOARD OF COMMISSIONERS, and will provide in-kind public support for the use of the premises for the purposes identified herein, and

WHEREAS, BRANTLEY COUNTY BOARD OF COMMISSIONERS does not wish to increase its potential for liability for any damages which may be incurred by the use of the premises.

NOW THEREFORE, in consideration of One Dollar (1.00), the above recitals, the terms and covenants of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

PREMISES

1.

BRANTLEY COUNTY BOARD OF COMMISSIONERS shall provide ACTION PACT, INC., ("Lessees") with the non-exclusive use and access to the premises, located at 470 BRYAN STREET, GA. Said Lessee does hereby agree and accept said premises, and take upon the terms and conditions which hereinafter appear.

TERM

2.

The use of the premises shall be for a term of twelve (12) months from the date of the execution of this Agreement. This Agreement shall automatically be renewed on its anniversary date for additional one (1) year terms unless written notice that the Agreement shall terminate is given by either party at least sixty (60) days before the expiration date. If the Agreement is not terminated after giving the required notice, and the premises continues to be occupied, the tenancy shall continue on a month-to-month basis until terminated as provided herein below.

USE OF PREMISES

3.

Said exclusive use of the premises by ACTION PACT, INC., shall be for the purpose of operating its HEAD START program(s).

PROHIBITED USES

4.

Lessees shall not commit or permit the commission of any acts on the premises nor use or permit the use of the premises in any way that:

(a) Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the premises or the contents;

(b) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the premises;

(c) Obstructs or interferes with the rights of neighbors or injures or annoys them; or,

(d) Constitutes the commission of waste on the premises or the commission or maintenance of a nuisance.

(e) Violates the terms and conditions of any grant. In the event of such violation, Lessor reserves the right to correct the violation in any manner it deems appropriate, and the rights of the Lessee under this lease shall be subordinate to the right of the Lessor to protect its interest in preserving the grant.

UTILITIES

5.

Lessees shall pay water, gas, electricity, trash, and internet bills for the premises occupied, or used by Lessees in connection therewith, and shall contract all desired services in Lessees' name. In this respect, the parties shall cooperate with each other to make arrangements for the utility services thus provided to be billed separately. In the event such billing is not feasible or practicable, the estimated cost for such utility services shall be obtained through the respective provider of such utility services and the estimation of cost for same utility services and the estimation of cost for same by such utility service representative shall be controlling between the parties thereto.

MAINTENANCE AND REPAIRS

6.

The Lessor shall assume responsibility for the required maintenance of the improvements to the premises, which shall include the exterior walls, roof, electrical, plumbing, and parking lot. Lessees shall, at all times during the term of this Agreement and any renewal or extension thereof, maintain the yard areas actually used by Lessees, and shall also maintain the interior of the premises, including walls, floors, ceilings, in a good, clean, operable, and safe condition. Maintenance by Lessees shall include repair and replacement of items such as, light bulbs, HVAC filters, phone and data lines, etc. On expiration or sooner termination of this Agreement, Lessees shall surrender the premises to Lessor in as good condition and repair as they are in on the date of this Agreement, reasonable wear and tear damage by the elements expected.

ALTERATIONS

7.

Lessees shall not make or permit any other person to make any alterations to the premises without the prior written consent of Lessor. Should Lessor consent to the making of any alterations to

the premises by Lessees, the alterations shall be made at the sole cost and expense of Lessees by a contractor or other person selected by Lessees and approved in writing before work commences by Lessor. Lessor at its option, may make any alterations to the premises deemed necessary and proper for the benefit of Lessor, at Lessor's expense. Any and all alterations, additions, or improvements made to the premises shall on expiration or sooner termination of this Agreement become the property of Lessor and remain on the premises: provided, however, that on expiration or sooner termination of this Agreement and written demand being given by Lessor, Lessees, shall, at Lessee's sole cost and expense, remove all alterations, additions, and improvements made to the premises by Lessees which are not considered fixtures, and pay all costs of repairing any damages to the premises caused by their removal.

NO ASSIGNMENT OR SUB-AGREEMENT

8.

Lessee shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the premises without prior expressed written consent of Lessor. Neither shall Lessees sublet the premises or any part thereof or allow other persons, other than Lessee's agents and servants, to occupy or use the premises or any part thereof without prior written consent of Lessor, except as provided in paragraph 4 (a) above. A consent by Lessor, to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Agreement.

INSURANCE

9.

It is agreed and understood between the Parties that it shall be the responsibility of Lessees to purchase insurance on all of Lessee's property, equipment, supplies, and on any and all personal property whatsoever on or used by Lessees, in such amount to fully protect Lessee from loss due to theft, vandalism, fire, or hazards of any kind. It is further agreed and understood that Lessor shall purchase and maintain insurance coverage for the facility and grounds.

INDEMNIFICATION

10.

Lessees agree to indemnify and hold harmless Lessor, its agents and representatives from and all liability for injuries to persons or damages to property caused by Lessee's use or occupancy of the premises; and provided further that Lessees shall give to Lessor prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingently or otherwise, affects or might affect Lessor and Lessor shall have the right to compromise and defend the same to the extent of its own interest.

NOTICES

11.

Any notice by either Party to the other shall be valid only if in writing and shall be deemed to be duly given only if delivered personally or sent by registered or certified mail addressed as follows, or at such other address for either Party as that Party may designate by written notice to the other. Notices shall be deemed given if delivered personally upon delivery thereof, and if mailed upon the mailing thereof. Notices shall be sent as follows:

Lessor: Brantley County Board of Commissioners
33 Allen Road
Nahunta, GA 31553

Lessee: action pact, Inc.
510 Tebeau Street
Waycross, GA 31501

INSPECTION BY LESSOR

12.

Lessees shall permit Lessor or Lessor's agents, representatives, or employees to enter the premises upon reasonable advance notice for the purpose of inspecting the premises to determine whether Lessees are complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the premises under this Agreement, or in case of any emergency.

SURVIVAL OF AGREEMENT AS TO REMAINING TENANT

13.

The terms and conditions of this Agreement shall apply jointly and severally to the Lessees identified herein. If this Agreement is terminated as to any one Lessee for any reason, the remaining Lessee shall remain obligated to the terms and conditions set forth herein as it related to said remaining Lessee's interest in this Agreement. The Lessor reserves the right to lease the portion of the premises which become vacant by a departing tenant, upon the same terms and conditions outlined in this Agreement, or upon any other terms that are suitable to the Lessor.

PARTIAL INVALIDITY

14.

Should any provisions of this Agreement be held by a Court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding.

WAIVER OF BREACH

15.

The waiver by Lessor of any breach by Lessees of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessees either of the same or another provision of this Agreement.

SOLE AND ONLY AGREEMENT

16.

This Agreement may be terminated by either party giving the other at least sixty (60) days notice of that party's intention to terminate the Agreement. This Agreement may be sooner terminated by Lessor due to the abandonment of the premises by Lessees, by Lessee's failure to cure a breach of this Agreement after notice for a continuous period of thirty (30) days, or existence of an injunction by a Court of competent jurisdiction preventing or restraining the use of the premises for a period of ninety (90) consecutive days. Reinstatement shall always be at the option of the Lessor.

DISPUTE RESOLUTION

17.

The parties agree that any claim or controversy, arising out of or relating to this Agreement or any alleged breach thereof, shall be subject to mediation if all parties agree thereto. The parties agree first to try in good faith to settle the dispute by mediation administered by a mutually agreed-upon neutral third party before resorting to litigation, or some other dispute resolution measure.

IN WITNESS WHEREOF, each party of this Agreement has caused it to be executed at the day and year above set forth.

LESSOR: BRANTLEY COUNTY BOC

BY: _____

Title: Chairman

WITNESS: _____

Signed, sealed, and delivered
in the presence of:

_____
Attest

TAYLOR SHEPPARD NOTARY PUBLIC EXPIRES GEORGIA NOV. 20, 2022 BRANTLEY CO. GA

(SEAL)

Notary Public, Brantley County, Georgia
My Commission Expires: 11-20-22

LESSEE: ACTION PACT, INC.

BY: _____

Title: Executive Director

WITNESS: _____

Signed, sealed, and delivered
In the presence of:

_____
Attest

(SEAL)

CAROL KALB CLARKE NOTARY PUBLIC Exp. Mar. 25, 2025 WARE COUNTY, GA

Notary Public, Ware County, Georgia
My Commission Expires: 3-25-25

WAYNESVILLE VOLUNTEER FIRE RESCUE DEPT.

STA 1 489 TYSON RD WAYNESVILLE, GA 31566 (912) 778-4428
EMERGENCY DIAL 911

CHIEF ANDREW HAGERSTROM
(912) 223-5537 WVFDCHIEF501@GMAIL.COM

To the Brantley County Board of Commission,

The Waynesville Volunteer Fire Department would like to use previous years funds to purchase a 1994 Freightliner E One Rescue truck. This truck will serve as a service truck for ISO to help keep the WVFDs ISO rating. We have had a service truck for years but unfortunately the motor has had mechanical issues beyond repair and has since sat in disrepair. This truck was inadequate while it was in service but was able to help keep our ISO rating from fluctuating. The new service truck will not only serve the WVFD Fire District, but all the county for rehab, manpower, equipment, breathing air, lighting equipment and power for any district that requests this apparatus for its useful resources. The WVFD was able to receive the lower ISO rating due to the service truck in our fleet, and without this we feel the upcoming ISO inspection will result in an increase in the rating.

This piece of apparatus has a 25kw generator and a 4-bottle breathing air cascade system. This will host our Holmatro 10,000 PSI rescue tools, spare SCBAs, hand tools, rehab supplies and much more.

This truck, having only 13,000 miles, will give the WVFD many years of service and will complement our other apparatus, most of them being freightliner chassis. There have been no reported mechanical issues, and the truck looks to be in great condition according to the photographs received. The truck provides plenty of space for us to utilize and allow us room to expand and/or upgrade equipment in the future.

This truck will respond to all structure fires, motor-vehicle accidents, hazardous materials incidents, alarm activations, technical rescues, mass casualty incidents, incidents lasting four hours or more to provide rehab as well as various other types of emergencies.

The WVFD would like to request a total of $41,000 for this purchase, which includes shipping. The truck itself cost $37,000. We have seen no additional cost with this truck that cannot be met with this year's budget.

Thank you so much for your time and consideration on this matter.

Chief Andrew Hagerstrom, WVFD

BRINDLEE MOUNTAIN
FIRE APPARATUS, LLC

Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 15800
Price: $65,000

1997 E-One International Commercial Heavy Rescue

- 1997 E-One International Commercial Heavy Rescue
- 4900 International Chassis
- Seating for 5; 4 SCBA seats
- 300 HP Engine
-
- Harrison 20KW Generator
- Electric Reels
- Hydraulic Reels (2)
- Air Conditioning
- Engine Hours: 1,928
- Mileage: 11,774
- Additional equipment not included with purchase unless otherwise listed.
- Length: 32' 6"
- Height: Truck Height: 11' 5"
- Wheelbase: 238"
- Hurst Spreader
  Hurst Cutters
  Hurst Ram
  Assorted Hurst Adaptors
  Hurst Pump Motor
  (4) Re-Chargeable Flashlights
  Pull Out Tool Tray
  Bumper Mounted Winch
  Remote Canopy

Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com

BRINDLEE MOUNTAIN
FIRE APPARATUS, LLC

Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 14974
Price: $52,000

1997 Westmark International Commercial Light Rescue

- 1997 Westmark International Commercial Light Rescue
- International 466 Diesel Engine
- Honda EM 5000 SX Generator
- Additional equipment not included with purchase unless otherwise listed.
- 4700 International Chassis
- Automatic Transmission
- Air Conditioning
- Air Horn
  Anti-Lock Brakes
  Electric Siren
  Enclosed Ladder Storage
  Roll Out Trays
  SCBA Tube Storage
  Stereo System
- Seating for 3;
-
- Mileage: 37,300

Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

Land Protection Branch
4244 International Parkway
Suite 104
Atlanta, Georgia 30354
404-362-2537

May 09, 2022

Mr. John Kelly
Brantley County Development Partners, LLC
2255 Cumberland Pkwy Building 1700
Atlanta, GA 31029

SUBJECT: **Brantley County – Coastal Terrace Municipal Solid Waste Landfill**
Permit No.: 013-004D(MSWL)
Solid Waste Handling Permit

Dear Mr. Kelly:

Your application for a Solid Waste Handling Permit, including the necessary supplemental data for your operation, has been reviewed and approved.

Your permit, Permit No. 013-004D (MSWL), is attached and includes conditions and limitations for your operation.

Personnel of the Environmental Protection Division will make periodic inspections of your operations. These inspections will be discussed with you or your designated representative.

This permit is now in effect; however, under Georgia Law it is subject to appeal for a period of thirty (30) days following its issuance and is subject to modification or possible vacation if appealed. Should an appeal be received within the thirty (30) day appeals period, you will be immediately notified and further construction or operation under this permit may not be undertaken until such time as the appeals process is concluded.

If you have any questions or need more information, please contact Keith Stevens at (470) 251-2515 or Keith.Stevens@dnr.ga.gov.

Sincerely,

William Cook

William Cook
Program Manager
Solid Waste Management Program

Enclosures: Permit with conditions

Cc: Curtis Reynolds, Steve Harbin; Harbin Engineering (via email)
Keith Stevens, Beverly Tipton, EPD (via email)
Beth Stevenson; Coastal District EPD (via email)

File: GEOS 388494

PERMIT NO.: 013-004D(MSWL)
ISSUANCE DATE:9-MAY-2022

GEORGIA
DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

LAND PROTECTION BRANCH

Solid Waste Handling Permit

Permittee Name: **Brantley County Development Partners, LLC**

Facility Address: **Coastal Terrace Solid Waste Handling Facility**
US Highway 82 East
Waynesville, GA 31566

In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, and the Rules promulgated pursuant thereto, this permit is issued for the following operation:

> **Brantley County – Coastal Terrace Solid Waste Handling Facility, US Highway 82 East, Municipal Solid Waste Landfill, located approximately 1 mile west of Waynesville, Georgia (Latitude 31°13'36.57", Longitude 81°48'50.93").**

This permit is conditioned upon the permittee complying with the attached conditions of operation, which are hereby made a part of this permit.

All statements in the application and supporting evidence, information, and data submitted to the Environmental Protection Division of the Department of Natural Resources have been evaluated, considered and relied upon in the issuance of this permit.

This permit is now in effect; however, under Georgia law it is subject to appeal for 30 days following issuance and is subject to modification or revocation on evidence of noncompliance: (i) with any provision of the Act or of the Rules promulgated pursuant thereto; or (ii) with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or (iii) with any condition of this permit.

STATE OF GEORGIA
CONSTITUTION
WISDOM JUSTICE MODERATION
1776

Richard E. Dunn, Director
Environmental Protection Division

Permit No. **013-004D (MSWL)** Date:May 9, 2022
Issued To: **Brantley County Development Partners, LLC**

Conditions for Permit 013-004D (MSWL) (Page 1 of 4):

Conditions for Municipal Solid Waste Landfill

1. The Design and Operational Plan submitted by the Permittee and approved by the Division on May 4, 2022 for this facility is hereby made a part of this permit and the facility shall be operated in accordance with the Plan. Conditions of this permit supersede any provisions of the plan which may conflict.

2. The disposal facility shall be operated only under the direct supervision of an operator duly certified in accordance with Rule 391-3-4-.18.

3. Solid waste unloading shall be restricted to the working face of the operation in such a manner that waste may be easily incorporated into the landfill with available equipment.

4. A uniform compacted layer of clean earth cover at least six (6) inches in depth shall be placed over all exposed solid waste by the end of each day's operation, or more frequently as may be determined by the Division. In no case shall waste be left uncovered for more than 24 hours.

5. A uniform compacted layer of clean earth cover not less than one (1) foot in depth shall be placed over each portion of any intermediate lift following completion of that lift.

6. A uniform compacted layer of clean earth cover not less than two (2) feet in depth shall be placed over the final lift no later than one month following the establishment of final grades. The final cover shall be consistent with the final cover system delineated in the approved facility Design and Operational Plan.

7. All-weather access roads shall be provided to the disposal facility and provisions shall be made for prompt equipment repair or replacement when needed.

8. Access to the landfill shall be limited to authorized entrances, which shall be closed when the facility is not in operation.

9. Signs shall be posted at the entrance to the facility stating the days and hours of operation and the type of material accepted for disposal.

10. The facility shall be graded and drained to minimize runoff onto the landfill surface, to prevent erosion, and to drain water from the surface of the landfill. Best management practices (BMPs) from the most recent edition of the Manual for Erosion and Sedimentation Control in Georgia shall be utilized.

11. Site survey control shall be provided and maintained to ensure compliance with the approved Design and Operational Plan.

Conditions for Permit 013-004D (MSWL) (Page 2 of 4):

12. Stormwater runoff from disturbed areas not covered under an applicable National Pollutant Discharge Elimination System (NPDES) permit shall be controlled by use of appropriate erosion and sedimentation control measures or devices. Best management practices (BMPs) from the most recent edition of the Manual for Erosion and Sedimentation Control in Georgia shall be utilized.

13. Operations shall be always conducted in such a manner as to prevent air, land, and water pollution and to prevent public health hazards.

14. Scattering of wastes by wind shall be controlled by fencing or other barriers, and the entire facility shall be policed daily.

15. Regulated quantities of hazardous waste shall not be disposed of at this facility.

16. Suitable measures to control fires that may start shall be provided. Stockpiled soil is considered to be the most satisfactory firefighting material.

17. The Permittee shall fully satisfy all applicable financial responsibility requirements for closure and post-closure care in accordance with Solid Waste Rule 391-3-4-.13. If a funded trust is used to satisfy financial responsibility requirements for this site, at no point shall the area of the disposal facility that has received waste and has not been closed exceed that area which could be properly closed using the funds available in the trust. The pay in period for annual trust fund payments shall be the lesser of the remaining design life of the facility or remaining capacity, as reported in accordance with Solid Waste Rule 391-3-4-.17.

18. The landfill shall be closed in accordance with Rule 391-3-4-.11 and the closure plan included in the approved Design and Operational Plan.

19. A minimum 50-foot undisturbed buffer shall be maintained between the waste disposal area and all wetlands, as defined by the U.S. Army Corps of Engineers, unless evidence is provided to the Director by the Permittee that the use of wetlands has been permitted under all applicable state and federal laws and rules. The owner or operator must also place a demonstration of compliance in the operating record and notify the Director that it has been placed in the operating record.

20. The Permittee shall compile and submit quarterly reports of all solid waste disposed at the facility no later than the 30th day after the beginning of each calendar quarter in accordance with Solid Waste Rule 391-3-4-.17(1).

Conditions for Permit 013-004D (MSWL) (Page 3 of 4):

21. Prior to receipt of waste, the Division shall be provided with written certification, by a professional engineer licensed to practice in Georgia, that a newly constructed cell or phase has been completed in accordance with the permit. Unless notified by the Division within 15 days of receipt by the Division of the written certification, the facility owner or operator may commence disposal of solid waste.

22. The Permittee shall record and retain in the operating records at or near the facility the record keeping requirements of Solid Waste Rule 391-3-4-.07(3)(u).

23. Prior to the initial receipt of waste, a letter from each Wastewater Treatment Facility (WWTF) or other EPD approved leachate treatment facility accepting leachate from the facility for treatment, stating the acceptable limits of leachate quality and quantity transferred to the WWTF shall be included in the facility operating record. The letter shall be updated and replaced in the operating record within 30 days of any change in WWTF or acceptable limits for leachate quality or quantity.

24. In accordance with O.C.G.A. 12-8-39(a) and (b), the Permittee shall provide a mechanism to collect a cost reimbursement fee upon each ton or the volume equivalent of a ton of waste received at the disposal facility regardless of its source. The cost reimbursement fee shall be paid into a local restricted account and shall be used for solid waste management purposes only.

25. In accordance with O.C.G.A. 12-8-39(e), the Permittee shall assess and collect on behalf of the EPD from each disposer of waste a surcharge per ton of solid waste disposed. Surcharges assessed and collected shall be due to the Environmental Protection Division on the first day of July of each year.

26. This permit may be voided by the Director if construction of the permitted disposal facility has not commenced within one year from the date of this permit or if the permitted disposal operation has not commenced within two years from the date of this permit.

27. The Permittee shall comply with all other applicable state and local laws, rules and ordinances which are not incorporated as conditions of this permit, but which are separately enforced by the relevant state or local agency with jurisdiction.

Conditions For Materials Recovery Facility

1. The recycling area shall be constructed and operated in accordance with the D&O Plan submitted by the Permittee and approved by the Division on May 4, 2022. Conditions of this permit supersede any provisions of the plan which may conflict.

2. Operation and management of recycling area processing shall be under the supervision and control of a responsible individual properly trained in the operation of such processes at all times during operation.

Conditions for Permit 013-004D (MSWL) (Page 4 of 4):

3. Signs shall be posted at the entrance to the recycling area, stating the days and hours of operation and the type of material accepted for processing.

4. Regulated quantities of hazardous waste, as defined in the Rules for Hazardous Waste Management Chapter 391-3-11, shall not be stored, received, or processed at the recycling area.

5. All wastewater that results from the cleaning of vehicles and equipment must be handled in a manner that meets all applicable environmental laws and regulations.

6. Solid Waste shall be confined to the interior of processing buildings, and not allowed to scatter to the outside. Waste shall not be allowed to accumulate, and floors shall be kept clean and well drained.

7. Insects, rodents, and other such pests shall be controlled at all times.

8. Dust, odor, and similar conditions resulting from the recycling area operations shall be controlled at all times.

9. Suitable measures to control fires that may start at the recycling area shall be provided.

10. Prior to receipt of materials at the recycling area, EPD shall be provided with written certification by a professional engineer licensed to practice in Georgia that the area has been constructed in accordance with the permit.

11. All materials diverted from the waste stream shall be reported quarterly, in accordance with Solid Waste Rule 391-3-4-.17, on forms provided by EPD.

12. All treatment residues generated in the Waste to Energy facility shall be measured and recorded, by weight, in the facility operating record.

13. All treatment residues disposed of in the Municipal Solid Waste Landfill shall be measured and reported quarterly.

14. In the recycling area, the Permittee shall comply with all other applicable state and local laws, rules and ordinances which are not incorporated as conditions of this permit, but which are separately enforced by the relevant state or local agency with jurisdiction.

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 21-11865-G

BRANTLEY COUNTY, GEORGIA by and through its CHAIRMAN and MEMBERS OF THE BRANTLEY COUNTY BOARD OF COMMISSIONERS; CHRIS "SKIPPER" HARRIS, RANDY DAVIDSON, BRIAN HENDRIX, JESSE MOBLEY AND RAY GRIFFIN, all in their individual and official capacities as Commissioners,

Defendants-Appellants,

v.

BRANTLEY COUNTY DEVELOPMENT PARTNERS, LLC,

Plaintiff-Appellee.

On Appeal from the United States District Court
for the Southern District of Georgia, Waycross Division

APPELLEE'S MOTION TO DISMISS INTERLOCUTORY APPEAL AS MOOT

Kyler L. Wise
Wilson Brock & Irby, LLC
2849 Paces Ferry Road, Suite 700
Atlanta, Georgia 30339
kwise@wbilegal.com
404-853-5050

Counsel for Plaintiff/Appellee

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Attorneys for Plaintiff/Appellee

USCA11 Case: 21-11865 Date [05/10/2022 Page: 2 of 22

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CERTIFICATE OF INTERESTED PERSONS AND CORPORATE DISCLOSURE STATEMENT

Appellee Brantley County Development Partners, LLC, by and through undersigned counsel and in accordance with Federal Rule of Appellate Procedure 26.1 and Eleventh Circuit Rule 26.1, submits its Certificate of Interested Persons and Corporate Disclosure Statement as follows:

Brantley County Development Partners, LLC is not a publicly held corporation and has no parent corporations, affiliates or subsidiaries with an interest in the outcome of this case, nor is there any publicly held corporation that owns ten percent (10%) or more stock of Appellee Brantley County Development Partners, LLC. Brantley County Development Partners, LLC hereby lists the following interested persons or entities:

1. Brantley County Development Partners, LLC ("BCDP"), Appellee;
2. Wooddall Holdings, LLLP, Co-Manager and Member of BCDP;
3. Tall Pine Properties, LLC, Co-Manager and Member of BCDP;
4. Thunderwood Investments, LLC, Member of BCDP;
5. Kelly, John, Co-Manager of BCDP;
6. Roper Holdings, LLC, Contingent participation interest in BCDP;
7. Griffin, Ray, Individually and in his official capacity as County Commissioner (Appellant);

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8. Davidson, Randy, Individually and in his official capacity as County Commissioner (Appellant);
9. Harris, Chris "Skipper", Individually and in his official capacity as County Commissioner (Appellant);
10. Mobley, Jesse, Individually and in his official capacity as County Commissioner (Appellant);
11. Hendrix, Brian, Individually and in his official capacity as County Commissioner (Appellant);
12. Brantley County, Georgia (Appellant);
13. Brown Rountree, P.C., Counsel for Appellee;
14. Freeman, Mathis and Gary, LLP, Counsel for Appellants;
15. Gilbert, Harrell, Sumerford & Martin, PC, Counsel for Appellee;
16. Johnson, Mark, Counsel for Appellee;
17. Lovett Law Group, LLC, Counsel for Appellee;
18. Lovett, Robert, Counsel for Appellee;
19. Maine, Dana, Counsel for Appellants;
20. Marcovitch, Robert, Counsel for Appellants;
21. Rountree, George, Counsel for Appellee;
22. Slimmon, Rachael, Counsel for Appellants (not yet admitted in this Court);

23. Wilson Brock & Irby, LLC, Counsel for Appellee;

24. Wise, Kyler, Counsel for Appellee; and

25. Wood, Lisa Godby, District Court Judge.

USCA11 Case: 21-11865 Date Filed: 05/10/2022 Page: 5 of 22

APPELLEE'S MOTION TO DISMISS THIS INTERLOCUTORY APPEAL AS MOOT

Plaintiff/Appellee Brantley County Development Partners, LLC ("Plaintiff"), pursuant to Fed. R. App. P. 27 and 11th Cir. R. 27-1, hereby moves this Court to dismiss this interlocutory appeal as moot because the Defendants/Appellants ("Defendants") issued the reaffirmation of zoning consistency required by the District Court's May 14, 2021 Preliminary Injunction Order appealed by Defendants and, perhaps more importantly, on May 9, 2022 the Georgia Environmental Protection Division ("EPD) approved Plaintiff's EPD Application and issued Plaintiff a solid waste handling permit ("Permit"). [1]

Having filed its EPD Permit Application on December 29, 2016, Plaintiff sought preliminary injunctive relief to stop Defendants' hindrance, obstruction and delay of the EPD permitting process. The May 14, 2021 Order before this Court on appeal granting Plaintiff preliminary injunctive relief enjoined Defendants from hindering, obstructing and delaying Plaintiff's EPD Permit Application and ordered Defendants to issue the reaffirmation of zoning consistency required by the Georgia EPD to complete processing of Plaintiff's Application. [2] With Defendants' issuance

[1] Pursuant to Fed. R. App. P. 27(a)(2)(B) and 11th Cir. R. 27-1(a)(3), a true and correct copy of the Permit is attached hereto as Exhibit "A" and is incorporated herein by this reference.

[2] Unless otherwise noted, capitalized terms used within this Motion shall have the same meaning as capitalized terms used within Plaintiff's Brief of Appellee.

of the requisite reaffirmation of zoning consistency and Georgia EPD's issuance of the Permit, Plaintiff's EPD Permit Application process is now complete. Defendants' Interlocutory Appeal having been rendered moot by the occurrence of these intervening events, the Appeal should be dismissed and this case remanded to the District Court for further proceedings.

STATEMENT OF RELEVANT FACTS

On December 29, 2016, Plaintiff filed with Georgia EPD its permit Application for the solid waste handling facilities on the Property. [Doc. 58-1 at 4, ¶ 9; Doc. 58-3 at 4-7, ¶'s 9-11; Doc. 58-3 at 84-100]. Georgia EPD accepted the Application for processing. [Id.]. On June 19, 2019, Plaintiff demanded that Defendants certify in writing, as needed to complete processing and approval of Plaintiff's EPD Application, that Plaintiff's solid waste handling facilities are subject neither to zoning ordinance nor the Defendants' solid waste management plan enacted in 2017, and that Plaintiff has a vested right to develop its Property with the solid waste handling facilities sought with its Application. Defendants failed and refused to issue the required certification letter. [Doc. 58-2 at 6, ¶ 17; Doc. 58-3 at 7; Doc. 58-3 at 101-109].

On May 28, 2020, after years studying and analyzing Plaintiff's Application, Georgia EPD issued a Site Suitability Notice for Plaintiff's solid waste handling facilities on the Property which, among other things, plainly stated that no permit

would be issued for Plaintiff's proposed facility unless Defendants submitted the reaffirmation of zoning consistency to the EPD. [Doc. 58-1 at 5, ¶ 12; Doc. 58-1 at 10-13]. This is the same reaffirmation letter demanded by Plaintiff on June 19, 2019 which Defendants failed and refused to provide. [Doc. 58-2 at 6-7, ¶ 18].

On September 11, 2020, Plaintiff sought preliminary injunctive relief to enjoin Defendants' continuing hindrance, delay and obstruction in regards to Plaintiff's Application for permit with the Georgia EPD. [Doc. 58 at 2, 14]. Plaintiff required such preliminary injunctive relief, and could not await final decision on the merits, due to looming EPD Application submittal deadlines, the immense costs associated with preparation of the required submittals to meet those deadlines, and the inability to complete the EPD Application process and receive a final permit decision due to Defendants' actions, including their refusal to issue the reaffirmation of zoning consistency. [See Doc. 58 at 23-24]. [3]

Within its thorough, well-reasoned and legally correct Order granting preliminary injunctive relief, the District Court found the:

"alleged injury-in-fact [for purposes of preliminary injunctive relief] is

[3] At the September 24, 2020 Hearing on Plaintiff's Motion for Preliminary Injunction, Defendants' counsel stated, in no uncertain terms, that the Defendants **would not** issue the reaffirmation of zoning consistency required by the Georgia EPD as a prerequisite to final permit decision without a Court order requiring Defendants to do so. [Doc. 66 at 59-60].

Defendants' hindrance of Plaintiff's ability to receive a permit from the EPD" and that "Plaintiff's EPD permit application will remain pending indefinitely so long as Defendants continue to 'hinder, delay[,] and obstruct' Plaintiff's right to develop its property". [Doc. 114 at 10-11].

Expounding on this point, when evaluating irreparable harm to Plaintiff, the District Court correctly found that "[w]ithout issuance of an [preliminary] injunction, the EPD permitting process will not go forward until final resolution of this case on the merits. In the interim, Plaintiff will be unable to finalize contracts with potential customers". [Id. at 48]. Accordingly, the District Court implemented preliminary injunctive relief by enjoining Defendants' application of regulatory actions to Plaintiff's Property and its EPD permit Application and ordering Defendants to issue the reaffirmation of zoning consistency required by the EPD to complete the Permit Application process. [Id. at 52]. [4]

On August 26, 2021, Plaintiff timely submitted the solid waste facility Design and Operation plans required by the Georgia EPD as part of that agency's permitting process. [Doc. 136]. On November 4, 2021, Defendants obeyed the District Court's

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[4] Defendants' regulatory actions enjoined by the District Court would prevent Plaintiff from ever receiving a permit for the solid waste handling facilities sought with its Application. As noted by the District Court, "[a]ll of these [regulatory] actions are outward attempts to impede Plaintiff from satisfying the requirements of O.C.G.A. § 12-8-24(g) that are necessary for Plaintiff to receive a determination on its EPD permit". [Doc. 114 at 23].

May 14, 2021 Preliminary Injunction Order and issued the required reaffirmation of zoning consistency to the Georgia EPD by written correspondence which that agency accepted and placed in its file. [Docs. 153-1 and 153-2]. [5] After months thoroughly reviewing Plaintiff's Design and Operation plan, the Georgia EPD issued the Permit to Plaintiff on May 9, 2022, thus concluding the Application process before that agency. [See Exhibit "A", attached hereto].

On October 8, 2021, Plaintiff moved for Summary Judgment against Defendants seeking a final decision on the merits of its vested rights claim as well as its void for vagueness claims under both the United States and Georgia Constitutions. [Doc. 141]. With Summary Judgment, Plaintiff also moved for permanent injunctive relief against Defendants. [Id.]. On November 5, 2021, Defendants filed their responsive pleadings to Plaintiff's Summary Judgment motion and request for permanent injunctive relief. [Docs. 150, 151 and 157]. Those matters remain pending before the District Court.

[5] To remind the Court, on November 19, 2021, the District Court entered an order denying Defendants' Motion to Stay the May 14, 2021 Preliminary Injunction Order pending appeal finding, among other things, that Defendants did not have a strong likelihood of success on appeal. [Doc. 158 at 6-9; 12-14].

ARGUMENT AND CITATION TO AUTHORITY

I. DEFENDANTS' INTERLOCUTORY APPEAL FROM THE MAY 14, 2021 ORDER GRANTING PRELIMINARY INJUNCTIVE RELIEF HAS BEEN RENDERED MOOT BY DEFENDANTS' REAFFIRMATION OF ZONING CONSISTENCY AND THE GEORGIA EPD'S ISSUANCE OF PERMIT TO PLAINTIFF.

Under Article III of the United States Constitution, federal courts may only adjudicate actual, ongoing cases or controversies. Brooks v. Georgia State Bd. of Elections, 59 F.3d 1114, 1118 (11th Cir. 1995). It has long been settled that a federal court has no authority to give opinions upon moot questions or to declare principles or rules of law which cannot affect the matter at issue in the case before it. Id. (citing Church of Scientology of California v. U.S., 113 S. Ct. 447, 449 (1992)). An appellate court simply does not have jurisdiction under Article III to decide questions which have become moot by reason of intervening events. Brooks, 59 F.3d at 1119 (citing C&C Products, Inc. v. Messick, 700 F.2d 635, 636 (11th Cir. 1983)). A case is moot when the issue presented before the Court is no longer "live" or the parties lack a legally cognizable interest in the outcome. County of Los Angeles v. Davis, 440 U.S. 625, 631 (1979).

In the specific context of a preliminary injunction, where the terms of the injunction have been fully and irrevocably carried out, and where any underlying issues remain for a decision on the merits of the case, the appeal of the preliminary injunction should be dismissed as moot. University of Texas v. Camenisch, 451

U.S. 390, 398 (1981); see also McColligan v. Vendor Res. Mgmt., No. 18-11542 (11th Cir. 2019) (interlocutory appeal rendered moot when future event occurred (eviction) and plaintiff no longer needed protection from future injury already occurred) (citing Adler v. Duval Cty. Sch. Bd., 112 F.3d 1475, 1477 (1997)); see also A.B. Kehoe v. Hous. Auth. Of S. Bend, 683 F.3d 844, 845 (7th Cir. 2012) (once event occurs for which preliminary relief sought, any possible use for preliminary injunctive relief expired).

Here, after Defendants filed their interlocutory appeal on May 27, 2021, two intervening events occurred which render Defendants' appeal moot. First, Defendants issued the reaffirmation of zoning consistency as ordered by the District Court's May 14, 2021 Preliminary Injunction Order. Second, on May 9, 2022, the Georgia EPD issued the Permit to Plaintiff bringing the Application process before that agency to a conclusion. Therefore, with issuance of the Permit, the terms of the preliminary injunction have been fulfilled rendering Defendants' interlocutory appeal moot. [6] Accordingly, this appeal should be dismissed.

II. THIS COURT SHOULD DISMISS DEFENDANTS' APPEAL AND REMAND TO THE DISTRICT COURT FOR FURTHER PROCEEDINGS

[6] Defendants also argue on appeal that because issuance of a Permit to Plaintiff had not occurred, and was not certain to occur, that Plaintiff could not demonstrate standing or irreparable harm for the granting of preliminary injunctive relief. With Georgia EPD's issuance of the Permit, it appears that these substantive arguments raised by Defendants on appeal have also been rendered moot.

As noted by the United States Supreme Court, when the terms of a preliminary injunction have been fulfilled and where underlying issues remain for final decision on the merits, the appeal of the preliminary injunction should be dismissed as moot and the case remanded. Camenisch, 451 U.S. at 398. In the case of interlocutory appeals, it is the practice of this Court when dismissing the appeal as moot to not vacate the order appealed from and to remand the case to the district court for further proceedings. Brooks, 59 F.3d at 1122; see also McColligan, Supra., ("[i]n the case of interlocutory appeals, the usual practice is just to dismiss the appeal as moot and not vacate the order appealed from. We follow that practice here ....")

Dismissal of an interlocutory appeal as moot is necessarily limited to the specific order before this Court and does not pertain to other matters still pending before the district court. Ethredge v. Hall, 996 F.2d 1173, 1175-1176 (11th Cir. 1993) ("[w]e hasten to add that our dismissal of the appeal as moot is necessarily limited to the specific order before us in this proceeding: the district court's denial of Ethredge's request for a preliminary injunction .....only the action on the preliminary injunction is presently reviewable); see also Brooks, 59 F.3d at 1122 ("[w]e emphasize that our dismissal of the [interlocutory] appeal as moot is necessarily limited to the specific order before us ... Still pending before the district court is the broader issue of the merits of Plaintiffs' Section 2 claim").

Accordingly, this Court should dismiss Defendants' appeal as moot and

remand the case to the District Court for further proceedings, including but not limited to consideration of Plaintiff's Motion for Summary Judgment and request for Permanent Injunctive Relief.

CONCLUSION

For the reasons stated above, this Court should DISMISS this Appeal as moot and REMAND this case to the District Court for further proceedings.

Respectfully Submitted this 10th day of May, 2022.

GILBERT, HARRELL, SUMERFORD & MARTIN, P.C.

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CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMIT, TYPEFACE REQUIREMENTS, AND TYPE-STYLE REQUIREMENTS

1. This document complies with the word limit of Fed. R. App. P. 27(a)(d)(2) because, excluding the parts of the document exempted by Fed. R. App. P. 32(f), this document contains 2,778 words. This word count was derived in reliance on the word count of the word-processing system (Microsoft Word) used to prepare this document.

2. This document complies with the typeface requirements of Fed. R. App. P. 32(a)(5) and the type-style requirements of Fed. R. App. P. 32(a)(6) because this document has been prepared in proportionally-spaced typeface using Microsoft Word in Times New Roman, 14-point font.

Dated: May 10, 2022

/s/ Kyler L. Wise
Kyler L. Wise
Georgia Bar No. 77128

PERMIT NO.: 013-004D(MSWL)
ISSUANCE DATE:9-MAY-2022

GEORGIA
DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

LAND PROTECTION BRANCH

Solid Waste Handling Permit

Permittee Name: **Brantley County Development Partners, LLC**

Facility Address: **Coastal Terrace Solid Waste Handling Facility**
US Highway 82 East
Waynesville, GA 31566

In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, and the Rules promulgated pursuant thereto, this permit is issued for the following operation:

> **Brantley County – Coastal Terrace Solid Waste Handling Facility, US Highway 82 East, Municipal Solid Waste Landfill, located approximately 1 mile west of Waynesville, Georgia (Latitude 31°13'36.57", Longitude 81°48'50.93").**

This permit is conditioned upon the permittee complying with the attached conditions of operation, which are hereby made a part of this permit.

All statements in the application and supporting evidence, information, and data submitted to the Environmental Protection Division of the Department of Natural Resources have been evaluated, considered and relied upon in the issuance of this permit.

This permit is now in effect; however, under Georgia law it is subject to appeal for 30 days following issuance and is subject to modification or revocation on evidence of noncompliance: (i) with any provision of the Act or of the Rules promulgated pursuant thereto; or (ii) with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or (iii) with any condition of this permit.

STATE OF GEORGIA CONSTITUTIO 1776

Richard E. Dunn, Director
Environmental Protection Division

EXHIBIT
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Permit No. **013-004D (MSWL)** Date:May 9, 2022
Issued To: **Brantley County Development Partners, LLC**

Conditions for Permit 013-004D (MSWL) (Page 1 of 4):

Conditions for Municipal Solid Waste Landfill

1. The Design and Operational Plan submitted by the Permittee and approved by the Division on May 4, 2022 for this facility is hereby made a part of this permit and the facility shall be operated in accordance with the Plan. Conditions of this permit supersede any provisions of the plan which may conflict.

2. The disposal facility shall be operated only under the direct supervision of an operator duly certified in accordance with Rule 391-3-4-.18.

3. Solid waste unloading shall be restricted to the working face of the operation in such a manner that waste may be easily incorporated into the landfill with available equipment.

4. A uniform compacted layer of clean earth cover at least six (6) inches in depth shall be placed over all exposed solid waste by the end of each day's operation, or more frequently as may be determined by the Division. In no case shall waste be left uncovered for more than 24 hours.

5. A uniform compacted layer of clean earth cover not less than one (1) foot in depth shall be placed over each portion of any intermediate lift following completion of that lift.

6. A uniform compacted layer of clean earth cover not less than two (2) feet in depth shall be placed over the final lift no later than one month following the establishment of final grades. The final cover shall be consistent with the final cover system delineated in the approved facility Design and Operational Plan.

7. All-weather access roads shall be provided to the disposal facility and provisions shall be made for prompt equipment repair or replacement when needed.

8. Access to the landfill shall be limited to authorized entrances, which shall be closed when the facility is not in operation.

9. Signs shall be posted at the entrance to the facility stating the days and hours of operation and the type of material accepted for disposal.

10. The facility shall be graded and drained to minimize runoff onto the landfill surface, to prevent erosion, and to drain water from the surface of the landfill. Best management practices (BMPs) from the most recent edition of the Manual for Erosion and Sedimentation Control in Georgia shall be utilized.

11. Site survey control shall be provided and maintained to ensure compliance with the approved Design and Operational Plan.

Conditions for Permit 013-004D (MSWL) (Page 2 of 4):

12. Stormwater runoff from disturbed areas not covered under an applicable National Pollutant Discharge Elimination System (NPDES) permit shall be controlled by use of appropriate erosion and sedimentation control measures or devices. Best management practices (BMPs) from the most recent edition of the Manual for Erosion and Sedimentation Control in Georgia shall be utilized.

13. Operations shall be always conducted in such a manner as to prevent air, land, and water pollution and to prevent public health hazards.

14. Scattering of wastes by wind shall be controlled by fencing or other barriers, and the entire facility shall be policed daily.

15. Regulated quantities of hazardous waste shall not be disposed of at this facility.

16. Suitable measures to control fires that may start shall be provided. Stockpiled soil is considered to be the most satisfactory firefighting material.

17. The Permittee shall fully satisfy all applicable financial responsibility requirements for closure and post-closure care in accordance with Solid Waste Rule 391-3-4-.13. If a funded trust is used to satisfy financial responsibility requirements for this site, at no point shall the area of the disposal facility that has received waste and has not been closed exceed that area which could be properly closed using the funds available in the trust. The pay in period for annual trust fund payments shall be the lesser of the remaining design life of the facility or remaining capacity, as reported in accordance with Solid Waste Rule 391-3-4-.17.

18. The landfill shall be closed in accordance with Rule 391-3-4-.11 and the closure plan included in the approved Design and Operational Plan.

19. A minimum 50-foot undisturbed buffer shall be maintained between the waste disposal area and all wetlands, as defined by the U.S. Army Corps of Engineers, unless evidence is provided to the Director by the Permittee that the use of wetlands has been permitted under all applicable state and federal laws and rules. The owner or operator must also place a demonstration of compliance in the operating record and notify the Director that it has been placed in the operating record.

20. The Permittee shall compile and submit quarterly reports of all solid waste disposed at the facility no later than the 30th day after the beginning of each calendar quarter in accordance with Solid Waste Rule 391-3-4-.17(1).

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Conditions for Permit 013-004D (MSWL) (Page 3 of 4):

21. Prior to receipt of waste, the Division shall be provided with written certification, by a professional engineer licensed to practice in Georgia, that a newly constructed cell or phase has been completed in accordance with the permit. Unless notified by the Division within 15 days of receipt by the Division of the written certification, the facility owner or operator may commence disposal of solid waste.

22. The Permittee shall record and retain in the operating records at or near the facility the record keeping requirements of Solid Waste Rule 391-3-4-.07(3)(u).

23. Prior to the initial receipt of waste, a letter from each Wastewater Treatment Facility (WWTF) or other EPD approved leachate treatment facility accepting leachate from the facility for treatment, stating the acceptable limits of leachate quality and quantity transferred to the WWTF shall be included in the facility operating record. The letter shall be updated and replaced in the operating record within 30 days of any change in WWTF or acceptable limits for leachate quality or quantity.

24. In accordance with O.C.G.A. 12-8-39(a) and (b), the Permittee shall provide a mechanism to collect a cost reimbursement fee upon each ton or the volume equivalent of a ton of waste received at the disposal facility regardless of its source. The cost reimbursement fee shall be paid into a local restricted account and shall be used for solid waste management purposes only.

25. In accordance with O.C.G.A. 12-8-39(e), the Permittee shall assess and collect on behalf of the EPD from each disposer of waste a surcharge per ton of solid waste disposed. Surcharges assessed and collected shall be due to the Environmental Protection Division on the first day of July of each year.

26. This permit may be voided by the Director if construction of the permitted disposal facility has not commenced within one year from the date of this permit or if the permitted disposal operation has not commenced within two years from the date of this permit.

27. The Permittee shall comply with all other applicable state and local laws, rules and ordinances which are not incorporated as conditions of this permit, but which are separately enforced by the relevant state or local agency with jurisdiction.

Conditions For Materials Recovery Facility

1. The recycling area shall be constructed and operated in accordance with the D&O Plan submitted by the Permittee and approved by the Division on May 4, 2022. Conditions of this permit supersede any provisions of the plan which may conflict.

2. Operation and management of recycling area processing shall be under the supervision and control of a responsible individual properly trained in the operation of such processes at all times during operation.

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Permit No. **013-004D (MSWL)** Date: May 9, 2022
Issued To: **Brantley County Development Partners, LLC**

Conditions for Permit 013-004D (MSWL) (Page 4 of 4):

3. Signs shall be posted at the entrance to the recycling area, stating the days and hours of operation and the type of material accepted for processing.

4. Regulated quantities of hazardous waste, as defined in the Rules for Hazardous Waste Management Chapter 391-3-11, shall not be stored, received, or processed at the recycling area.

5. All wastewater that results from the cleaning of vehicles and equipment must be handled in a manner that meets all applicable environmental laws and regulations.

6. Solid Waste shall be confined to the interior of processing buildings, and not allowed to scatter to the outside. Waste shall not be allowed to accumulate, and floors shall be kept clean and well drained.

7. Insects, rodents, and other such pests shall be controlled at all times.

8. Dust, odor, and similar conditions resulting from the recycling area operations shall be controlled at all times.

9. Suitable measures to control fires that may start at the recycling area shall be provided.

10. Prior to receipt of materials at the recycling area, EPD shall be provided with written certification by a professional engineer licensed to practice in Georgia that the area has been constructed in accordance with the permit.

11. All materials diverted from the waste stream shall be reported quarterly, in accordance with Solid Waste Rule 391-3-4-.17, on forms provided by EPD.

12. All treatment residues generated in the Waste to Energy facility shall be measured and recorded, by weight, in the facility operating record.

13. All treatment residues disposed of in the Municipal Solid Waste Landfill shall be measured and reported quarterly.

14. In the recycling area, the Permittee shall comply with all other applicable state and local laws, rules and ordinances which are not incorporated as conditions of this permit, but which are separately enforced by the relevant state or local agency with jurisdiction.

CERTIFICATE OF SERVICE

I hereby certify that I have this day electronically submitted the foregoing **Motion To Dismiss Appeal** to the Clerk of Court using the CM/ECF system which will automatically send electronic mail notification of such filing to counsel of record who are CM/ECF participants, whom I am also serving by First Class Mail as follows:

Robert P. Marcovitch
Dana K. Maine
Freeman Mathis & Gary, LLP
100 Galleria Parkway, Suite 1600
Atlanta, Georgia 30339

This 10th day of May, 2022.

/s/ Kyler L. Wise
Kyler L. Wise

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on May 3, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

Members voting against the Closed Session were NONE

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

_____ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

✓ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 3rd day of May, 2022.

Chris Harris, Chairman

Notary Public Rene T Herrin

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO., GA

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on May 5, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

Members voting against the Closed Session were

NONE

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

✓ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 5th day of May, 2022.

Chris Harris, Chairman

Notary Public

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO., GA.

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on May 12, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

Members voting against the Closed Session were

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

_____ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

_____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 12th day of May, 2022.

Chris Harris, Chairman

Notary Public

RENE T. HERRIN
NOTARY PUBLIC
EXPIRES
GEORGIA
January 11, 2025
BRANTLEY CO., GA

BRANTLEY COUNTY COMMISSION
June 7, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on June 7, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members, Interim County Manger, Chuck Scragg. County Attorney, Deen Strickland was absent.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only
No one spoke

Public Participation – Speakers added to public participation agenda

Mel Rowell – Humpback Bridge
Mr. Rowell addressed the Board about the progress of the Humpback Bridge; he stated the met with GDOT and they are needing right of way on the south side of the bridge. The Interim County Manager to contact GDOT.

Ed Stelle – Wiltsie Way
Mr. Stelle expressed his concerns about the road not be maintained by the County since the road has been closed.

Marvin Parrot – Wiltsie Way
Mr. Parrot asked the Board about Wiltise Way still be closed; he would like for the Board to address the issues with the road and have the road opened back up.

AGENDA

1. Consideration of board appointment – Planning Commission – Steve Beal

The Manager informed the Board that Mr. Beal has agreed to be considered for the appointment of the Planning Commission Board. Consent Agenda

2. Discussion on hiring sole candidate for County Manager, Bryan Singleton

The Manager stated that Mr. Singleton's fourteen day waiting period is up. The Board can hire him as a full time County Manager. Regular Agenda

3. Discussion of current County Purchasing Policy and proposed changes

The Manager stated the current purchasing policy was done back in 2014. The limit for approval by the Board is too low; due to inflation this needs to be increased. The Interim County Manager suggested to increase the amount of a sealed bid. (Policy attached). Regular Agenda

4. Discussion of current training policy of employee payback of fees and costs

The Manager informed the Board this policy needs to be revised the payback timeframe is too long for employees to risk having to pay these costs back. (Policy attached). Regular Agenda

5. Discussion of roads priority list for LMIG projects

The Manager stated the Board needs to make a list of any roads they would like to be considered for resurfacing. The Manager would like for the Board to consider some small subdivisions that were paved back in the 1990's that need to be considered. Commissioner Hendrix stated he would

like for Caney Bay to be considered from Highway 82 to at lease the first bridge. Commissioner Herndon stated Riverside Road needs to be considered also. Regular Agenda

6. Consideration of RFP for selection of 2022 LMIG Engineering Firm

The Manager asked the Board about sending out the RFP for an engineering firm for the County's LMIG project for 2022. Consent Agenda

7. Discussion of costs of scales and electrification at Landfill/Transfer Station

The Manager informed the Board that the County is under an order from EPD to improve the transfer station. There were two companies who gave a quote for scales at the transfer station. One was for $67,995.00 but does not include installation. The other one is for $116,879.00; this company installs everything; a solar system will run the scales and a receipt system. Regular Agenda

8. Consideration of County not installing culverts

The Manager stated that the County has always installed culverts. It costs the County around $1,200.00 for the County, which is only for the labor. What is being proposed to the Board is for anyone who wants a culvert installed to get a contractor to install the culvert; if for any reason a landowner can not get a contractor to install the County will for a $1,200.00 fee and the cost of the culvert. The Road Superintendent also stated the animal burying needs to be addressed. It cost the County a lot of time to bury animals; there needs to be a fee around $225.00 charged for this service. Regular Agenda

9. Discussion of continuation of ACCG Insurance

The Manager informed the Board this is a yearly renewal; there is a price increase around $24,000.00. Regular Agenda

10. Potential sale of property to CSX railroad

The Manager advised the Board that CSX would like to have a north southwest connection. The County owns five (5) acres near the existing crossing by Rainge Street. The County Manager informed CSX they need two appraisals and they will only get a quit claim deed from the County. They agreed to the quit claim deed. The Interim County Manager would like to negotiate with them. Regular Agenda

11. Discussion of Franklin D. Rozier, Jr. Law Firm as Special Master for Quiet Title BOC owned property disposal

The Manager advised the Board the County has approximately 92 lots in Satilla Plantation which were acquired by tax sales. Mr. Rozier has proposed a fee of $150.00 plus expenses. Regular Agenda

12. Consideration of current rates of reimbursement for EMS Services

Gary Riggan, EMS Director, presented to the Board new rates for charging for EMS services; we are presently below Medicaid/Medicare at this time. New rates are attached. Regular Agenda

13. Consideration of new vendor for EMS Billing

The Manager informed the Board that there have been some problems with vendor with have now. They collected the money then send us our portion of what is collected and keep their portion off the top before sending our portion; but they cannot identify what patient has paid. We cannot take it to collections due to not knowing who has paid. We have a 30-day notification time with the current vendor. Two bids were received

one from MedCorp and one from Emergency Billing. Emergency Billing collects and sends all money to the Board of Commissioners and we in turn send them their percentage. The EMS Director recommends Emergency Billing at 7% of collections cost. Regular Agenda

14. Consideration of fee increase for permits for communication towers/ towers audit

The Manager informed the Board that the County has 33 communication towers in the County. The Tax Assessor office thinks the County is not collecting the correct amount of ad valorem taxes. The Interim County Manager is suggesting to the Board to hire Cell Tower Solutions at a flat fee of $54,000.00; there are very few companies that do this kind of work.

The Manager also stated that the permit fee on towers need to be increased; he is suggesting to go up to a flat fee of $2,500.00 for a permit. Regular Agenda

15. Consideration of fire departments new AED

The Manager stated the AED's the fire departments are using now are all outdated. Each fire department will purchase their own; the total amount for all is $48,147.30, to be paid out of each fire department. Regular Agenda

16.Consideration of roof bids for Head Start Building

The Manager informed the Board that five (5) leaks have been found in the roof; only one (1) bid was received from M&M Builders in the amount of $29,450.00. Regular Agenda

17. Consideration of roof bids for old EMS and EOC buildings

The Manager stated only (1) bid was received on this bid. Both of these buildings will be used for storage as well as a training center. The

bid was from M&M Builders in the amount of $16,900.00 for both buildings. Regular Agenda

18. Consideration of bids to construct a pavilion at the recreation department

The Manager stated that bids were advertised and only one (1) was received in the amount of $76,395.00; which is way more than we can spend. This will be readvertised.

19. Selection of a firm to conduct a Classification and Pay study

The Manager stated four (4) bids were received and were scored on the five factors in the proposal; all three scorers rated Condrey as the best suited for the County. The recommendation is Condrey was in the amount of $27,500.00. The Manager stated half of this expense can be paid out ARPA funds. Regular Agenda

20. Discussion on dates for Town Hall meetings

The Manager has proposed an agenda for the town hall meetings and will come up with some dates.

21. Discussion to authorize RFPs for PAR and ER for study of new Courthouse

The Manager asked for authorization to send out RFP's for the study of the new Courthouse. Regular Agenda

22. Consideration of Family Connection FY 2023 agreement

The Manager informed the Board this is a yearly renewal with Family Connection for FY 2023. Regular Agenda

23. Local Option Sales Tax negotiations

The Manager stated that Clerk Herrin will issue a letter to the Cities this month advising them of the negotiations allocating the Local Option Sale Tax. Regular Agenda

24. Executive Session – Personnel

Commissioner Hendrix made a motion to go into executive session to discuss personnel. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Herndon made a motion to affirm matters discussed in Closed Session which was personnel; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Herndon seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

25. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
June 9, 2022
Regular Meeting
6:00 PM

The Brantley County Board of Commissioners held a regular meeting on June 9, 2022, 6:00 PM, at the Commission office.

Present were Chairman Chris Harris, Brian Hendrix, Jesse Mobley, Randy Davison and Hal Herndon, Board Members, Interim County Manager, Chuck Scragg. County Attorney, Deen Strickland was absent.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the May 2022 minutes. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Commissioner Davison made a motion to amend the agenda to include Item 21 A " Fee for disposal of large animals". Commissioner Hendrix made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

CONSENT AGENDA

Board Appointments-Planning Commission – Steve Beal

RFP for selection of 2022 LMIG Engineering Firm

Commissioner Hendrix made a motion to approve the consent agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

REGULAR AGENDA

1. Hiring of sole candidate for County Manager, Bryan Singleton

Commissioner Herndon made a motion to approve the hiring of Bryan Singleton, as the new Brantley County Manager. Commissioner Davison seconded the motion. All in favor. Motion carried.

2. Current County Purchasing Policy and proposed changes

Commissioner Hendrix made a motion to approve the proposed changes in the Brantley County Board of Commissioners Purchasing Policy. Commissioner Herndon seconded the motion. All in favor. Motion carried.

3. Current training policy of employee payback of fees and costs

Commissioner Davison made a motion to approve the proposed changes in the Brantley County Employee Handbook on employee reimbursement of training tuition and per diem. Chapter XV Section 1500.100. Commissioner Mobley seconded the motion pursuant to constitutional officers being informed of the change. All in favor. Motion carried.

4. Road priority list for LMIG projects

Commissioner Herndon made a motion to add Caney Bay Road and Riverside Road to the LMIG project list. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

5. Costs of scales and electrification at Landfill/Transfer Station

Commissioner Hendrix made a motion to contract with South Georgia Scales for the Landfill/ Transfer Station both materials and installation. Estimate #3165 for $116,789.00, and for the Solar powered kit Estimate #3167 to electrify the scales at a cost of $10,157.00 to be paid out of ARPA funds. Commissioner Mobley seconded the motion. All in favor. Motion carried.

6. County not installing culverts

Commissioner Davison made a motion to change the County's policy on culverts pipes for new construction and retrofits, to sell culvert pipe $490.00 or at our cost, and to provide citizens the names of 5 contractors in Southeast Georgia to install the culvert pipes. I further move that in case the applicant cannot locate a contractor, the County will charge a fee of $1,200.00 for installation plus the cost of the culvert pipe. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

7. Continuation of ACCG Insurance

Commissioner Hendrix made a motion to continue the ACCG-IRMA Insurance liability and other policies. Commissioner Herndon seconded the motion. All in favor. Motion carried.

8. Potential sale of property to CSX railroad

Commissioner Herndon made a motion to allow the County Manager to negotiate with CSX Railroad on the potential sale of County owned Parcel NA02 059, 5.78 acres at the end of Rainge Street, Nahunta, GA. Commissioner Davison seconded the motion. Commissioner Hendrix asked as to if the County gives the land to CSX they will not charge the County for any maintenance of any crossings. Commissioner Mobley would like to resolve the issue of CSX knowing where Brantley County is located. All in favor. Motion carried.

9. Franklin D. Rozier, Jr. Law Firm as Special Master for Quiet Title BOC owned property disposal

Commissioner Hendrix made a motion to appoint Franklin D. Rozier Jr., Law Firm as the Special Master for the Quiet Title proceedings for the disposal of County owned property. Commissioner Mobley seconded the motion. All in favor. Motion carried.

10. Current rates of reimbursement for EMS Services

Commissioner Herndon made a motion to increase the billing rates as outline on the EMS attachment. Commissioner Davison seconded the motion. All in favor. Motion carried.

11. New vendor for EMS Billing

Commissioner Davison made a motion to terminate the contract with TEMS EMS billing and collection firm with this as the 30-day notification period and to contract with Emergency Billing Services, LLC, Maysville, GA, effective July 1, 2022. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

12.Fee increase for permits for communication towers/ towers audit

Commissioner Herndon made a motion to set the Brantley County Planning and Building Department's permit fee for Communications Towers to a flat $2,500, effective 7/1/2022; and to contract with Cell Tower Solutions for an audit of the tax value of current Communication Towers within the County. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

13.Purchase of fire departments new AED

Commissioner Davison made a motion to purchase the Brantley County Fire Departments requests for new AEDs, with Stryker Corporation for $48,147.30 to be paid out of the U.S. American Rescue Plan Act funds. Commissioner Mobley seconded the motion. All in favor. Motion carried.

14. Roof bid for Head Start Building

Commissioner Davison made a motion to accept the bid from M&M Builders for a new metal roof for the Head Start Building for $29,450.
Commissioner Hendrix seconded the motion. All in favor. Motion carried.

15. Roof bid for old EMS and EOC buildings

Commissioner Herndon made a motion to contract accept the bid from M&M builders for a new metal roof on the old Bacon Street EMS and EOC buildings at a cost of $16,900and to be paid for out of U.S. American Rescue Funds. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

16. Selection of a firm to conduct a Classification and Pay study

Commissioner Hendrix made a motion to authorize a contract with Condrey & Associates, Inc., to conduct a Classification and Pay Study for $27,500.00; and to pay at half of the cost out of U.S. American Rescue Funds. Commissioner Mobley seconded the motion. All in favor. Motion carried.

17. Dates for Town Hall meetings

Commissioner Hendrix made a motion to conduct at least 3 Town Hall Public Meetings for citizen input and to provide information. The County Manager is to establish a schedule for the meetings. Commissioner Davison seconded the motion. All in favor. Motion carried. Commissioner Mobley asked for a Saturday meeting to be scheduled.

18. Authorize RFPs for PAR and ER for study of new Courthouse

Commissioner Davison made a motion to authorize the RFP/RFQ for the selection of an architect/ engineering firm to conduct a Preliminary Architectural Report and an Environmental Report for the proposed new Brantley County Courthouse. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

19. Family Connection FY 2023 agreement

Commissioner Hendrix made a motion to approve the agreement with Family Connections. Commissioner Mobley seconded the motion. All in favor. Motion carried.

20. Local Option Sales Tax negotiations

Commissioner Hendrix made a motion to direct County Clerk Rene' Herrin to conduct LOST negotiations with the Cities of Hoboken and Nahunta, along with the County Manager. Commissioner Davison seconded the motion. All in favor. Motion carried.

21. Extension of Chuck Scragg's contract

Commissioner Davison made a motion to extend Chuck Scragg's employment contract to August 31, 2022, to change his title to "Consultant" and to pay for his contract out of U.S. American Rescue Funds. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

21A. Fee for disposal of large animals

Commissioner Mobley made a motion to establish a fee of $225.00 for the burial of large animals by the Road Department. Commissioner Davison seconded the motion. All in favor. Motion carried.

22. County Manager report

The County Manager gave his report on accomplishments the County has done in the past month. (List of all attached).

23. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin

Rene' T. Herrin, County Clerk

2021 LMIG RESURFACE PROJECT LSIT				
ROAD	LENGTH	WIDTH	APRONS 12'-15'	APPRONS 25'-27'
BUSTER WALKER ROAD	3.5 MILES	24'	25	35
BROWN TOWN ROAD	7.3 MILES	21'	64	126
RAYBON ROAD EAST	7.8 MILES	22'	48	94
HIGH BLUFF ROAD	6.25 MILES	22'		95
MT. CALVERY ROAD	2.5 MILES	24'		70
SLAUGHTERVILLE ROAD	1.6 MILES	20'	17	4

South Georgia Scales, Inc.

Valdosta, Ga 31604
Ph. (800)425-5678 (229)244-9398
www.sgeorgiascales@windstream.net

Estimate

Date	Estimate #
5/16/2022	3164

Name / Address
Brantley County Board of Comm 33 Allen Road Nahunta, Ga. 31553

steel Deck model

P.O. No.	Terms	Due Date	Rep	FOB	Project
	SPECIAL	5/16/2022	Dean		

Item	Description	Qty	Cost	Total
263190	Rice Lake Truck Scale, 70' x 11' OTR Steel Deck Model EZ7011-ST-100-OTR 100 ton capacity	1	64,657.50	64,657.50T
2193155	Rice Lake Model 682 Synergy Series Digital weight indicator w/ truck in/out program	1	995.00	995.00T
2167091	Rice Lake LaserLight2 Remote Display 4" LED	1	1,800.00	1,800.00T
292377	4" Pipe Side Rails for 70' Truck Scale Painted Yellow	1	5,652.00	5,652.00T
2129662	Radio Transceivers, Pair, RF For Remote Display	1	650.00	650.00T
TRAFFICLIGHT...	8 Inch Yellow Polycarbonate 120 VAC High Power Red/Green LED Signal w/ Cap Style Visors and Brackets (optional)	2	495.00	990.00T
TRAFFICLIGHT-...	3 Position Switch with Monitor Lights (optional)	2	195.00	390.00T
MISC.HARDWA...	Miscellaneous Hardware for Job: Galv. poles, conduit, fitting, receptacle, deep cover,wire, cement, receptacle box, small plastic electrical boxes,		650.00	650.00T
268502	TM-U590 Ticket Printer	1	995.00	995.00T
INSTALLATION	Installation & Calibration	1	3,300.00	3,300.00
Crane Charge	Crane charge to set truck scale	1	1,800.00	1,800.00T
CONCRETE	Concrete Scale Foundation: 72' x 12' Monolithic Slab with 2-35' Concrete Approach Ramps	1	30,875.00	30,875.00
SGSBALLARDS	6" Steel Schedule 40 Pipe Ballard Painted Safety Yellow 8' 6" Long (optional)	8	500.00	4,000.00T

ESTIMATE ONLY.

Subtotal	
Sales Tax (0.0%)	
Total	

Thank You
Dean Sorrell
President
South Georgia Scales, Inc.

Signature _____

Phone #	Fax #	E-mail
2292449398	(229)244-9308	SGEORGIASCALES@WINDSTREA...

South Georgia Scales, Inc.

Valdosta, Ga 31604
Ph. (800)425-5678 (229)244-9398
www.sgeorgiascales@windstream.net

Estimate

Date	Estimate #
5/16/2022	3164

Name / Address
Brantley County Board of Comm 33 Allen Road Nahunta, Ga. 31553

P.O. No.	Terms	Due Date	Rep	FOB	Project
	SPECIAL	5/16/2022	Dean		

Item	Description	Qty	Cost	Total
FREIGHT	Freight Truck Line From Jasper, Al to Nahunta, Ga. Estimate Only based on today's average rates and surcharges.	1	2,750.00	2,750.00T

ESTIMATE ONLY.

Subtotal	$119,504.50
Sales Tax (0.0%)	$0.00
Total	$119,504.50

Thank You
Dean Sorrell
President
South Georgia Scales, Inc.

Signature _____

Phone #	Fax #	E-mail
2292449398	(229)244-9308	SGEORGIASCALES@WINDSTREA...

South Georgia Scales, Inc.

Valdosta, Ga 31604
Ph. (800)425-5678 (229)244-9398
www.sgeorgiascales@windstream.net

Estimate

Date	Estimate #
5/16/2022	3165

Name / Address
Brantley County Board of Comm 33 Allen Road Nahunta, Ga. 31553

P.O. No.	Terms	Due Date	Rep	FOB	Project
	SPECIAL	5/16/2022	Dean		

Item	Description	Qty	Cost	Total
FREIGHT	Freight Truck Line From Jasper, Al to Nahunta, Ga. Estimate Only based on today's average rates and surcharges.	1	2,750.00	2,750.00T

ESTIMATE ONLY.

Subtotal	$116,879.00
Sales Tax (0.0%)	$0.00
Total	$116,879.00

Thank You
Dean Sorrell
President
South Georgia Scales, Inc.

Signature _____

Phone #	Fax #	E-mail
2292449398	(229)244-9308	SGEORGIASCALES@WINDSTREA...

South Georgia Scales, Inc.

Valdosta, Ga 31604
Ph. (800)425-5678 (229)244-9398
www.sgeorgiascales@windstream.net

Estimate

Date	Estimate #
5/16/2022	3165

Name / Address
Brantley County Board of Comm 33 Allen Road Nahunta, Ga. 31553

Concrete Deck Model

P.O. No.	Terms	Due Date	Rep	FOB	Project
	SPECIAL	5/16/2022	Dean		

Item	Description	Qty	Cost	Total
253331	Rice Lake Truck Scale, 70' x 11' OTR C Concrete Deck EZ7011-SC-100-OTR 50Ton CLC 100 Ton Capacity With Concrete For The Deck Included In The Price.	1	62,032.00	62,032.00T
2193155	Rice Lake Model 682 Synergy Series Digital weight indicator w/ truck in/out program	1	995.00	995.00T
2167091	Rice Lake LaserLight2 Remote Display 4" LED	1	1,800.00	1,800.00T
292377	4" Pipe Side Rails for 70' Truck Scale Painted Yellow	1	5,652.00	5,652.00T
2129662	Radio Transceivers, Pair, RF For Remote Display	1	650.00	650.00T
TRAFFICLIGHT...	8 Inch Yellow Polycarbonate 120 VAC High Power Red/Green LED Signal w/ Cap Style Visors and Brackets (optional)	2	495.00	990.00T
TRAFFICLIGHT-...	3 Position Switch with Monitor Lights (optional)	2	195.00	390.00T
MISC.HARDWA...	Miscellaneous Hardware for Job: Galv. poles, conduit, fitting, receptacle, deep cover,wire, cement, receptacle box, small plastic electrical boxes,	1	650.00	650.00T
268502	TM-U590 Ticket Printer	1	995.00	995.00T
INSTALLATION	Installation & Calibration	1	3,300.00	3,300.00
Crane Charge	Crane charge to set truck scale	1	1,800.00	1,800.00T
CONCRETE	Concrete Scale Foundation: 72' x 12' Monolithic Slab with 2-35' Concrete Approach Ramps	1	30,875.00	30,875.00
SGSBALLARDS	6" Steel Schedule 40 Pipe Ballard Painted Safety Yellow 8' 6" Long (optional)	8	500.00	4,000.00T

ESTIMATE ONLY.

Subtotal	
Sales Tax (0.0%)	
Total	

Thank You
Dean Sorrell
President
South Georgia Scales, Inc.

Signature _____

Phone #	Fax #	E-mail
2292449398	(229)244-9308	SGEORGIASCALES@WINDSTREA...

South Georgia Scales, Inc.

Valdosta, Ga 31604
Ph. (800)425-5678 (229)244-9398
www.sgeorgiascales@windstream.net

Estimate

Date	Estimate #
5/24/2022	3167

Name / Address
Brantley County Board of Comm 33 Allen Road Nahunta, Ga. 31553

P.O. No.	Terms	Due Date	Rep	FOB	Project
	SPECIAL	5/24/2022	Dean		

Item	Description	Qty	Cost	Total
Solar Kit-Off-Grid...	Off-Grid Solar Kit - 4,000W 120/240V Output / 12VDC [Choose Battery Bank] + 600 Watts Solar | Off-Grid, Mobile, Backup [OGK-8]	1	6,122.00	6,122.00T
FREIGHT	Freight--- Freight is just an Estimated Price it could be more or less.	1	645.00	645.00T
MISC.HARDWA...	Miscellaneous Hardware for Job	1	90.00	90.00T
INSTALLATION	Installation of Solar Kit	1	3,300.00	3,300.00
	This solar kit is to be used for truck scale.			

ESTIMATE ONLY.

Subtotal	$10,157.00
Sales Tax (0.0%)	$0.00
Total	$10,157.00

Thank You
Dean Sorrell
President
South Georgia Scales, Inc.

Signature _____

Phone #	Fax #	E-mail
2292449398	(229)244-9308	SGEORGIASCALES@WINDSTREA...

USA
"We Outmeasure the Competition"

Estimate

 # 191221325

Prime USA Scales
3915 W Hacienda Ave Suite A-117
Phone: 800-917-7205
Las Vegas Nevada 89118
U.S.A

Estimate Date :	05/26/22
Expiry Date :	06/09/22
Sales person :	Fred Herrmann

Bill To
[redacted]

1	**Airweigh Truck Scale (100T1070RS)** Airweigh Above Ground 70'x10' Platform AW Indicator, Rub Rails, Printer & Scoreboard Warranty: 10 Year on Frame 5 Year on Electronics 200,000 lb x 20 lb Capacity NTEP Approved (NEW)	1.00	64,995.00
2	**Airweigh Truck Scale (100T1170RS)** Airweigh Above Ground 70'x11' Platform AW Indicator, Rub Rails, Printer & Scoreboard Warranty: 10 Year on Frame 5 Year on Electronics 200,000 lb x 20 lb Capacity NTEP Approved (NEW)	1.00	67,995.00
3	**Free Shipping to Customers Address** (not installed)	1.00	0.00

Terms & Conditions

Quote is for goods named, subject to conditions noted below: Prices and additional terms of the agreement may be submitted with purchase order. You may want to include contingencies that will affect this quote. All sales are final for truck scales. Returns are not available for this item. We require a check, bank transfer, or cashier check to be payable to Prime USA Scales. Included with our truck scales is a 5-year warranty on the steel frame and 5 years on electronics. Onsite installation, foundation work, and certification is not included in the above cost of the truck scale. Delivery of truck scale will require large forklift or crane to unload provided by the customer. To accept this quote, sign here and return:

_____ DATE_____/_____/_____

e mail 6/1/22

Sign and return this page to accginsurance@accg.org by 7/1/2022

ACCG–IRMA

Renewal Contribution Worksheet

7/1/2022 to 7/1/2023

Member: Brantley County

COVERAGE AVAILABLE THROUGH ACCG-IRMA

General Liability	Automobile Liability	Equipment Breakdown
Law Enforcement Liability (LEL)	Automobile Physical Damage	Crime & Privacy and Security
Public Officials Liability (POL)	Property	

DEDUCTIBLES AND CONTRIBUTIONS

Unless noted otherwise, your deductible(s) will be the same as expiring and as noted in the Coverages & Limits section of this proposal.

Renewal Proposal	Contribution
Renewal Contribution:	**$212,259**
Less Safety Credit:	**($9,872)**
Less Rate Credit:	**($4,566)**
Net Contribution Due:	**$197,821**

*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Flood Hazard Areas, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, $500,000 for building or structure and $500,000 contents. Highest applicable deductible will apply.

ADDITIONAL LIMITS OF LIABILITY COVERAGE

Your Limit for Liability Coverage (Included in Contribution Above): $2,000,000
Note that these are the limits you chose last year.

With $1,000,000 on Auto Liability

Your liability limits may be increased in increments of $1,000,000. We have provided the cost of any additional limits below.

(If Automobile Liability is specifically itemized in Your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)

Option	Additional Annual Cost
Increase Limits to $3,000,000	$7,702
Increase Limits to $4,000,000	$10,202
Increase Limits to $5,000,000	$12,702

For those members buying a General Liability limit of $4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to $3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call ACCG Underwriting & Member Services at 1.800.858.2224.

Sign and return this page to accginsurance@accg.org by 7/1/2022

OPTIONAL UNINSURED MOTORISTS COVERAGE

Uninsured Motorists coverage provides a source of recovery for the negligent and tortious acts of an owner or operator of an uninsured motor vehicle. County governments are not legally responsible for the liability caused by uninsured motorists. Any bodily injury suffered by a county employee during and in the course of employment is covered by Workers' Compensation; otherwise, their injuries should be covered by their health insurance. Physical damage to county-owned vehicles should be covered under the Physical Damage section of the ACCG-IRMA Coverage Agreement.

Your current Uninsured Motorists coverage limit selection on file is $75,000. Should you wish to change this coverage selection to a different limit please call ACCG Underwriting & Member Services at 1.800.858.2224.

IMPORTANT: This Contribution Worksheet must be signed, dated and returned to:

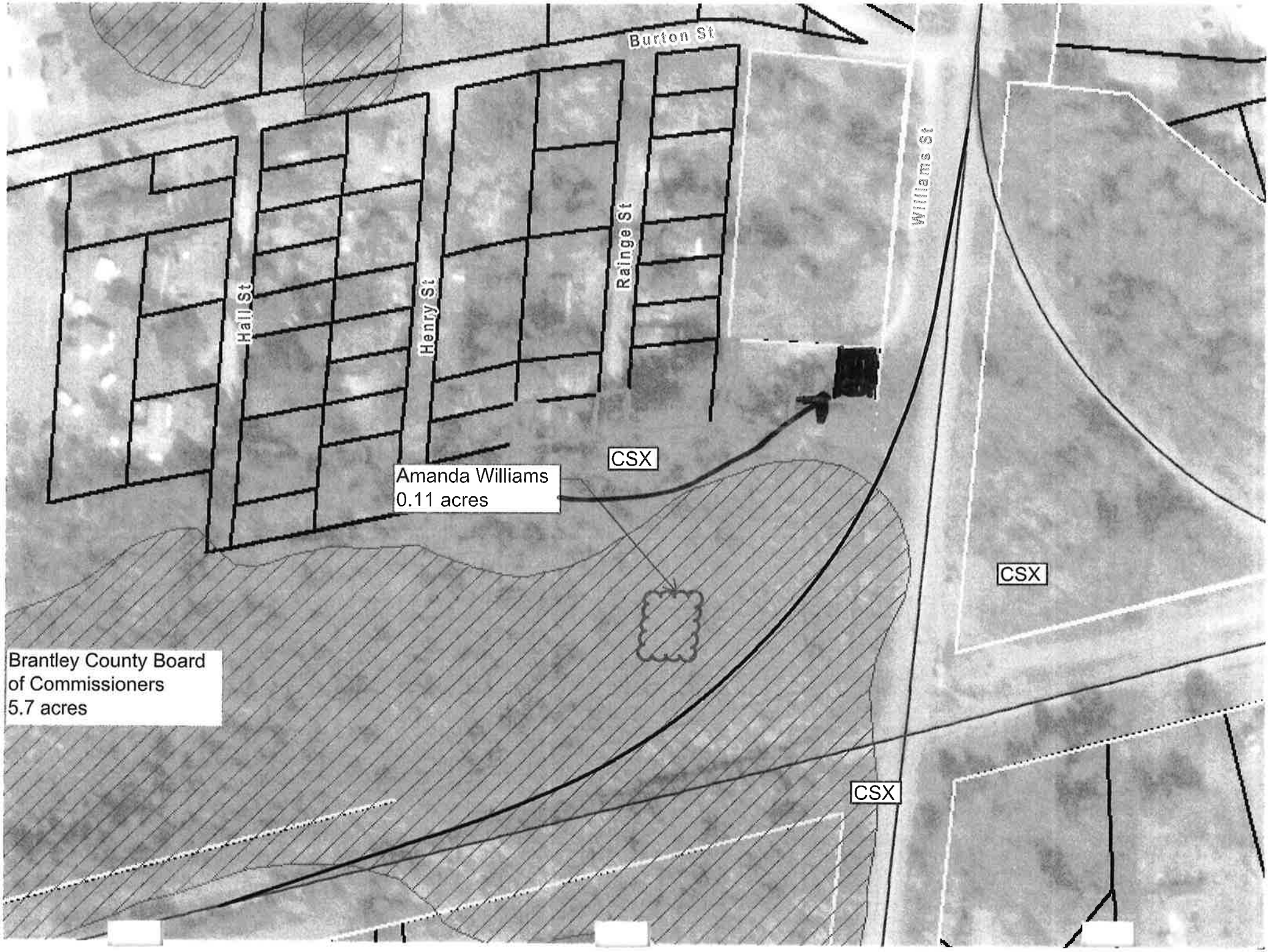
ACCG
email: accginsurance@accg.org
fax: (404) 522-1897
no later than 7/1/2022

Although we would like your contribution as soon as possible, please do not let the lack of payment delay your return of this worksheet. Until we are notified otherwise, your expiring limits and deductibles will apply in the event of a claim.

Accepting For: Brantley County

SIGN HERE →

Signature	Title	Date
[illegible]	Chairman	June 9, 2022


Burton St
Hall St
Henry St
Rainge St
Williams St
CSX
Amanda Williams
0.11 acres
CSX
Brantley County Board
of Commissioners
5.7 acres
CSX

C Deen Strickland, P.C.

From: fdrozier@bellsouth.net
Sent: Tuesday, May 17, 2022 4:30 PM
To: cdsatty@atc.cc
Subject: RE:

Mr. Strickland,
I propose to charge the County $150.00 per hour plus all out of pocket expenses and mileage at the rate paid by the County.
Thank you,

Franklin D. Rozier, Jr.
Attorney at Law
240 Main Street
P.O BOX 186
Blackshear, GA 31516
Office: (912)449-4493
Fax: (912)449-4485
Email: *fdrozier@bellsouth.net*

From: C Deen Strickland, P.C.
Sent: Tuesday, May 17, 2022 3:40 PM
To: fdrozier@bellsouth.net
Subject:

Franklin:

You need to give me your proposal as to the costs with regard to the Brantley Land & Timber matter.

Best,

Deen S.

C. Deen Strickland
Attorney at Law
102 Albany Avenue
Waycross, Georgia 31501
(912) 285-5449

CONFIDENTIAL NOTICE: This e-mail is intended only for the use of the recipient or recipients named above. This message may be an attorney-client communication, contain attorney work product and/or contain material protected by HIPAA privacy and security rules. If you are not an intended recipient, you may not review, copy or distribute this message. If you have received this communication in error, please notify the sender immediately by e-mail and delete the original message.

BRANTLEY EMS

Recommendation:

Billing Rate Increase

After talking with TEMS, Emergency Billing, and to MedCorp billing it was determined that Brantley County EMS's billing rates are too low. When speaking with TEMS, our current billing company, they had advised when they began handling the billing, they BCEMS needed to increase the billing rates. TEMS advised me that they were told the billing rates would not increase.

BCEMS Current Billing Rates:		Recommended Billing Rates:	
Mileage:	$10.50	Mileage:	$15.00
BLS N/Emerg:	$300.00	BLS N/Emerg:	$550.00
BLS Emerg:	$400.00	BLS Emerg:	$550.00
ALS N/Emerg:	$350.00	ALS N/Emerg:	$475.00
ALS 1:	$500.00	ALS 1:	$750.00
ALS 2:	$525.00	ALS 2:	$850.00
BLS Refusal:	$50.00	BLS Refusal:	$125.00
ALS Refusal:	$250.00	ALS Refusal:	$250.00

The recommended billing increase will place the billing charges in the median range of EMS services in the state. This will also help in recovering more money through billing.

Thank you,

Gary W. Riggan, Jr.
EMS Chief
Brantley County EMS
NREMT-Paramedic/C.A.D.S
Office: 912-462-5390
Cell: 912-614-6354

BRANTLEY COUNTY ESTIMATE INCREASE PROPOSAL 2022

Procedure Code	Amount Billed in 2021	2021 Fee Schedule	Total Billed in 2021
A0998	737	$50.00	$36,850.00
A0427	743	$500.00	$371,500.00
A0428	3	$300.00	$900.00
A0429	792	$400.00	$316,800.00
A0433	32	$525.00	$16,800.00
A0425	41746	$10.50	$438,333.00
A0426	0	$350.00	$0.00
		TOTAL	$1,181,183.00

Procedure Code	Amount Billed in 2022	Proposed Increase Fee Schedule	Potential to be Billed in 2022
A0426	3	$125.00	$375.00
A0427	743	$750.00	$557,250.00
A0428	3	$550.00	$1,650.00
A0429	792	$550.00	$435,600.00
A0433	32	**$850.00**	$27,200.00
A0425	41746	**$15.00**	$626,190.00
A0434	0	**$1,100.00**	$0.00
		TOTAL	$1,648,265.00

Potential Increase	$467,082.00

Payor by Percentage	Percentage	Total Potential
Self Pay Percentage	**25%**	**$116,770.50**
Non-Government Percentage	**8%**	**$37,366.56**
Government Percentage*#	**67%**	**$312,944.94**
	100%	**$467,082.00**

***Government Payments will not increase because they pay a percentage of their fee schedules.**
 # Medicare Percentage 67% of Total Billed Claims

Procedure Code	2021	2022	INCREASE
A0998	**$125.00**	**$125.00**	**$0.00**
A0427	**$416.04**	**$437.25**	**$21.21**
A0428	**$218.97**	**$230.13**	**$11.16**
A0429	**$350.35**	**$368.21**	**$17.86**
A0433	**$602.16**	**$632.86**	**$30.70**
A0425 .01-17	**$11.55**	**$12.15**	**$0.60**
A0425 18-OVER	**$7.70**	**$8.10**	**$0.40**
A0434	**$711.64**	**$747.92**	**36.28**

Total Potential Increase in Revenue	
From Rate Increase	**$154,137.06**
From Medicare Rate Increase	**$79,908.40**
	$234,045.46

Affect of an Average Bill by Medicare Rate Increase

AVERAGE BILLED CLAIM (BASE RATE AND 20 MILES)		AVERAGE INCREASE	PERCENTAGE OF AVERAGE PAID BY MCARE 80%
A0429	1	$17.86	$14.29
A0425 0.1-17	17	$0.60	$0.48
A0425 18-OVER	10	$0.40	$0.32
		$18.86	**$15.09**
A0427	1	$21.21	$16.97
A0425 0.1-17	17	$0.60	$0.48
A0425 18-OVER	10	$0.40	$0.32
A0434	0	$0.00	$0.00

PROCEDURE CODE	67% OF TOTAL BILLED	Total Amount of Increase Protential based on Medicare Rate Increase
A0427	498	$10,562.58
A0428	3	$33.80
A0429	531	$9,483.66
A0433	14	$1,510.04
A0425 (*.09)	41746	$68,880.90
A0434	0	$0.00
		$79,908.40

BRANTLEY EMS

Gary W. Riggan, Jr.
1366 Broome St.
Nahunta, GA 31553
(912)462-5390
ems@brantleycounty-ga.gov

Mr. Scragg,

Below is a list of the average billing rates from MedCorp. The list covers their clients from Florida to Tennessee.

See Attached Chart: Billing Rates

As you can see BCEMS rates are lower than the average. I propose that the rates be adjusted to closer to the average and to increase the Basic Response to $100.00. By adjusting the rates, it will help in offsetting cost. With the Basic Response will cover the cost for vital checks and refusals, the rate of $50.00 does not cover the cost of fuel, staff hours, and mileage on the medic units.

Thank you for your time and if you have any questions, please let me know and I will be happy to answer them or to get more information.

Thank you,

Gary W. Riggan, Jr.
EMS Chief
Cell: 912-614-6354
ems@brantleycounty-ga.gov

Billing Rates

Code	Description	Rates Low - High	Average	BCEMS Rates
AO428	Mileage	$7.95-19.95	$13.95	$10.50
AO428	BLS Non-Emergency	$595.00-$1095.00	$795.00	$300.00
AO429	BLS Emergency	$695.00-$1195.00	$895.00	$400.00
AO426	ALS Non-Emergency	$795.00-1295.00	$995.00	$350.00
AO427	ALS 1 Emergency	$895.00-1395.00	$1095.00	$500.00
AO433	ALS 2 Emergency	$995.00-1495.00	$1195.00	$525.00
AO434	SCT	$1095.00-$1995.00	$1595.00	$500.00
BLS Response				$50.00
Advanced Response				$250.00

BRANTLEY EMS

Recommendation:

Change of Billing Services

Over the last months we have had issues with the current billing company, Trinity EMS Billing & Consulting (TEMS). After reviewing two other billing companies, MedCorp and Emergency Billing. Both have advantages over TEMS but it is my recommendation to move BCEMS billing services to Emergency billing.

Reasons for the Emergency Billing:

1. Scope of services
    a. Increase Revenue better than national average
    b. Provides education concerning CMS & HIPAA
    c. Computers and Scanners for PCR entry
    d. IT Services
    e. On-site training
    f. Audit Services
    g. No upfront cost
2. Assigned point of contact for any questions
3. Contact information for CEO & VP
4. Verification of insurance with or without information in the PCR
5. Any bill not paid at 121 goes to collections agency, separate company.
6. Collections rate of 25%, is returned to billing out of collections rates returns to 7%
7. On going training for BCEMS staff on changes to billing requirements
8. Handles all payment arrangements for Self-Pay at a min. $20.00 a month
9. They will provide rugged computers, IT support, replace any damaged computers, and training. As well as replace computers every three years.

Emergency billing percentage rate is 7%, which includes the computers, IT support, training, and much more. It is my recommendation that BCEMS give TEMS 30 days' notice and sign a contract with Emergency Billing.

Thank you,

Gary W. Riggan, Jr.
EMS Chief
Brantley County EMS
NREMT-Paramedic/C.A.D.S
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Increasing Revenues Since 2006

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AMBULANCE BILLING SERVICE AGREEMENT (RFP)

Brantley County Board of Commissioners
(Brantley County EMS)
& Emergency Billing, LLC
DATE: 05/13/22 (Quote good for 90-Days)

1) GENERAL

1.1 Emergency Billing, LLC ("Contractor") agrees to enter into this Agreement with **Brantley County Board of Commissioners (Brantley County EMS)** (Referred to as the "Client") for the purpose of billing, accounting, and otherwise collecting fees and payments related to the use and delivery of ambulance services by Client. For purposes of this agreement, collection of fees and payments will be defined as all monies collected on accounts billed by the (Contractor) for emergency and/or non-emergency medical services.

1.2 The term of this agreement shall be for one (1) year and will commence upon the following effective date:

MONTH: July **DAY:** 10, **YEAR:** 2022. Upon expiration of the initial term and each subsequent term, the parties agree to a one (1) year renewal term, unless either party offers written notification of the intention to terminate the agreement within thirty (30) days of the end of the term. This agreement may be terminated by Client without cause at any time with thirty (30) days' written notice to Contractor.

2) OBLIGATIONS OF PARTIES

2.1 Contractor agrees to provide ambulance billing and collections services for all of Client's EMS billing.

2.2 Contractor will bill and attempt to collect Client charges in a timely manner. Contractor will bill in a manner consistent with all applicable Federal, State and Local laws and regulations and in a manner consistent with the policies and procedures of third-party payers that are made known by such payers to medical practices and billing companies or as should be reasonably known by Contractor.

2.3 Contractor agrees to process claims for payment for the delivery of emergency and/or non-emergency medical services by Client. Contractor may pursue collection of these payments by either electronic or paper

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means. In performance of this agreement, Contractor agrees to obtain any and all pertinent billing information and record the same to the appropriate documentation for billing.

2.4 Contractor shall be compensated for performance of the obligations set forth in this Agreement by Client at the agreed upon percentage rate of the amount of proceeds collected during each monthly billing cycle as set forth on the last page.

2.5 Contractor shall maintain orderly records and statements regarding work completed pursuant to this agreement for a period of at least seven (7) years from the date the emergency and/or non-emergency medical service is rendered. These records shall be made available for inspection by Client upon request, except that Contractor shall be allowed a reasonable opportunity (no more than five (5) business days) to provide access to such records. Upon termination of this agreement, any original documents created, maintained, or received by Contractor shall be delivered to Client. Contractor agrees to maintain an adequate and appropriate system ensuring against the loss of the documents relied upon to perform this agreement.

2.6 Contractor shall provide any necessary training or instruction to staff members of Client regarding software, documentation, process or procedures utilized by Contractor.

2.7 Upon 120-days following demand for payment, Contractor shall provide to Client or it's designated agent information pertinent to past due accounts. Contractor reserves the right to retain and/or not write off patient past due balances with the expectation of future insurance and/or patient payments.

2.8 Client will be billed for services rendered for each month by the fifth calendar day following the preceding month. Payment of the monthly invoice is due to Contractor within 10 calendar days of receipt of the billing invoice by Client as set forth herein. Upon Client's failure to remit payment within 10 calendar days of an undisputed amount owed, a late fee of five percent (5%) of the total balance due will be assessed and due to Contractor. For every subsequent thirty (30) days following non-payment an undisputed amount and until payment has been made in full, Contractor will be entitled to an additional late fee of five percent (5%). Billing services of Client's accounts will cease after 45 days (2 months invoices) are unpaid. Once the balance is paid in full, billing services for Client will resume as normal.

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3) PERFORMANCE OF AGREEMENT

3.1 Any and all invoices, pay slips, and/or documents related to payments received pursuant to this agreement, including but, not limited to explanation of benefits, will be forwarded to Contractor, either electronically or by paper, within three (3) business days of receipt by Client. Contractor may provide a secure FTP web site and a high-speed scanner to assist in this process.

3.2 During the course of this agreement, any property supplied by Contractor and used by Client, including, but not limited to, scanners, FTP sites, computers, proprietary information or systems, developed websites, hardware and software, or any other personal property provided by Contractor will be deemed the sole property of Contractor and will be placed in Contractor's possession within 30 days of termination of this agreement.

3.3 If either party terminates this Agreement, Contractor will turn over to Client all data, via electronic format, within 120-days from the termination date.

4) SCOPE OF SERVICES - EMS – AMBULANCE BILLING AND COLLECTIONS

4.1 Contractor warrants that it is a full-service EMS billing company that specializes in and provides under this Agreement:

- Billing & Collections Service that:
  - Increases Revenue with an A/R collection cycle substantially better than the national average
  - Maximizes reimbursements
  - Keep its clients compliant
  - Believes in excellent customer service
  - Provides education concerning CMS and HIPAA
- Computers and Scanners for PCR entry as set for
- IT Services
- On-Site Training & Support
- Audit Services
- Training
- No upfront cost

4.2 Any equipment including, but not limited to computers, scanners and software provided by Contractor will remain the property of Contractor and will be returned within thirty days (30) of the termination of this Agreement.

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5) ADDITIONAL SCOPE OF WORK AND SERVICES

5.1 CUSTOMER SERVICE

- Contractor's dedicated employees and certified coders, combined with its concentration on EMS billing and collection procedures, billing knowledge, and EMT and Paramedic PCR training increases revenue.

5.2 Patient Contact

- Contractor will provide dedicated and committed customer service to Client and its patients.
- If and when patient contact is necessary:
  - Contractor uses "soft billing" practices and engages Client's patients as an extension of the Client.
  - Contractor's Patient Account Representatives receive training, monitoring, and feedback to provide consistent legal quality service.
- Contractor's hours of operation will be 8:00 AM – 5:00 PM EST.
- Contractor's toll-free number will be the preferred method for patient inquiries.
- Contractor's will answer all calls with minimal wait times, and make every effort to resolve patient inquires during the first contact and
- When additional research is necessary, or a patient has submitted a question via email or voicemail, Contractor will respond to the patient within one business day.
- Contractor's Customer Service will include communicating with non-English speaking customers.

5.3 Client Contact

- Contractor will provide an assigned customer service contact, as well as a secondary contact, that will assist Client with any questions or concerns.
- Contractor's employees are crossed trained and are very knowledgeable and capable of answering most questions and/or concerns of Client and patients.
- Contractor will provide its CEO and Vice Presidents numbers who may be reached 24-hours a day.
- Contractor agrees to increase and maximize Client billing revenue while providing professional certified coders and billing experts.

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5.4 **TRIP COLLECTION - ePCR - Initial Data Import**

- Contractor has fully optimized interface capabilities and accepts most imports of data. If for any reason the software will not interface, Contractor will pay for the support to write the interface program.
- Incident information is captured directly from the PCR system into Contractor's billing system by one of two means:
  - Electronic data import (ePCR).
  - And in some occasions through a paper PCR
- The PCR is to be completed by the EMT/Paramedic.
- After the PCR is reviewed by an EMS Supervisor, it is then sent to Contractor for final review before billing.

5.5 **ELIGIBILITY AND DEMOGRAPHIC VERIFICATION**

- Contractor will verify whether insurance exists for each patient regardless if insurance is listed on the PCR.
- Contractor's proprietary Billing System automatically performs numerous data quality and integrity checks form demographic data elements to level of services coding, diagnosis coding, and medical necessity. Contractor agrees with respect to each patient and patient bill of Client to:
  - Audit by Contractor's Demographics Department for complete information.
  - Perform claim auditing on all claims prior to submitting the claim.
  - Review discrepancies are entered by Contractor's staff, REAL TIME as they appear into Client's ePCR software or Contractor's proprietary "Problems Run List" which will be viewed, by Client's staff, on any internet connected computer. The reports are requested to be corrected by the Client and sent back to Contractor for billing within (48 hours) of receipt. The Problems Run List keeps track of electronic correspondence with each medic for questions and answers within the program. If an ePCR needs additional information, the medic and supervisor will be notified and have the ePCR immediately available for review. The ePCR can be corrected and exported back to Contractor. The Client's supervisors and administration will have access with the ability to track the trips that have been billed out and returned for corrections, as well as, create reports.
  - Trips are then entered into Contractor's billing software system and verified.
- Once all trip information is received via the PCR for the demographic and insurance information, Contractor utilize an advanced technology and a nationwide database that will access patient data in a real-time

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environment every time a run is submitted to increase the opportunity to gather necessary data to bill a claim accurately and efficiently the first time so that:

- Payers are identified into self-pay, commercial, Medicare, Medicaid, Workers Comp and Other including auto insurance
- Patient information is submitted to Contractor's clearing house for final review
- Patient Bills are routed to the appropriate third-party payer or to the patient

5.6 CODING

- Contractor's Coding Staff shall hold NAAC and/or AAPC credentials and demonstrate a superior level of expertise and discipline.
- Contractor shall be compliant with 5010 HIPAA standards. Contractor also shall utilize a clearinghouse to comply with the 5010 HIPAA standard rules including:
  - 270/271 – Health Care Eligibility Benefit Inquiry and Response
  - 276/277 – Health Care Claim Status Request and Response
  - 278 – Health Care Services – Request for Review and Response; Health Care
  - 835 – Health Care Claim Payment/Advice
  - 837 – Health Care Claim (Professional, Institutional), including coordination of benefits (COB) claims.
- Contractor's Coding staff shall apply compliance knowledge to scrutinize the medical documentation to fully and accurately report services provided.
- Contractor acknowledges that the ambulance billing industry is under intense scrutiny by the Federal Government, third party payers, and other concerned parties, and that compliance with all State and Federal rules and regulations are extremely important. In the age of Medicare's pre-payment and post payment claim review programs such as, National Correct Coding Initiative (NCCI), Comprehensive Error Rate Testing (CERT), Medical unlikely Edits (MUE), Recovery Audit Contractor (RAC), and Medical Review, Contractor's medical billing will provide more than receipt of prompt and accurate payment for services rendered. Contractor will ensure timely, proper and legal billing of all Client patient billing services.

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5.7 BILLING

- Contractor will process Client's health insurance claims for payment by government and commercial agencies by either electronic, or paper means and provide all services as described in the proposal specifications.
- Contractor will provide required claim documentation to Medicare, Medicaid, insurance companies, and/or third-party payers.
- Medicare, Medicaid, and most commercial payers are electronically transmitted to the payer using the ANSI standard format. Payer Response for accepting the claims electronically is approximately 48 hours.
- Paper claims shal be printed and mailed by Contractor if electronic delivery is not available, and necessary copies of PCRs or explanation of benefits are attached when applicable.
- Contractor will mail statements to each transported individual or legally responsible party at the current prevailing rate, agreed upon with Client (FEE SCHEDULE), for transportation services.
- Patient billing by Contractor, when necessary, will follow the specific process designed by Client.
- If insurance information has not yet been captured on the account, the statement prepared by Contractor will ask that the patient provide payment or insurance information and instruct patients on how to do so.
- Insurance information can be provided in any number of methods including by patients via mail and through Contractor's toll-free number.
- Contractor shall electronically file insurance claims and mail direct patient billing upon verification of run ticket information, but not later than the day of receipt of run ticket.
- Contractor shall provide follow-up upon receipt of "new" information received concerning a patient. This includes, but is not limited to, additional insurance information, change of address, or change of responsible party.
- Contractor will resubmit, as needed, any claim information to Medicare, Medicaid, insurance companies, and/or third-party payers as necessary to obtain payment.
- Contractor will receive data files electronically from clearinghouse to update patient accounts (i.e., Medicare, Medicaid or insurance companies). Contractor will provide a secure FTP to transfer copies of credit card receipts, and for Client to transfer copies of deposits for account updates on patient's accounts upon receipt of payment information daily.

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- Refunds shall be processed by Contractor and submitted to Client with supporting documentation for final authorization by Client. Client shall process all refunds and overpayments based upon documentation provided by Contractor. When fees have been determined to have been overpaid, the overpayments shall be refunded by Client and the refund shall be set off against and deducted from the fees otherwise payable by Client to Contractor under the Agreement. Contractor shall send follow-up bills at 30- and 60-day intervals from initial billing date.
- Bills with no payment activity at 121 days will be forwarded by Contractor to Client's collection agency
- If a payment plan has been worked out that exceeds 90 days for non-insurance bills, and it is being met, the account will not be turned over to Client's Collection agency.
- Contractor will provide professional and courteous Customer Service Representatives to respond to patient inquiries through a toll-free phone number and online inquiry. Contractor will provide responses within one business day of inquiry.
- Contractor shall meet or exceed the standard industry practice with respect EMS billing and shall comply with the Fair Debt Collection Practices Act.
- Contractor will provide a single point of contact for the staff responsible for managing this contract.
- Contractor will provide access to information and hard copy reports required by Client including but not limited to:
    - Run Tickets received/billed
    - Payments received
    - Outstanding balances
    - Adjustments and refunds
    - Aging of open accounts
    - Bad Debt accounts write back off to Client.
    - Status of all accounts
- Contractor will provide all necessary training to Client's staff for online tools provided by Contractor.
- Contractor will provide regular updates and on-going training to Client's staff on changes to billing requirements based on industry standards or requirements of applicable health care laws and regulations.
- Contractor will provide Client with Contractor's "Red Flag" plan and all updates throughout the term of the contract.
- Contractor will comply with all HIPAA rules and regulations.
- Contractor will honor requests in writing by Client to withdraw accounts from the collection agency.

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- Client reserves the right to inspect and audit Contractor's record on behalf of Client at any time.
- Contractor will comply with hours of operation set forth herein and maintain all of its toll-free phone numbers
- Contractor shall handle all requests for documents from any individual (non-third-party payer) including, but not limited to, discovery requests, production of documents, and attorney requests.
- Contractor shall honor requests by Client to withdraw accounts from collection by Contractor upon Client's request. Once an account has been returned to Client, Contractor is relieved of all responsibility and rights of collection. The billing shall reflect any such withdrawn account if requested by Client.

5.8 **STATEMENTS (Invoices)**

- Contractor's collection methods will comply with all applicable Federal, State, and Local laws, with particular attention to the Consumer Credit Protection Act, Federal Fair Debt Collection Practices Act, and all other applicable laws.
- Statement activity is generated automatically by the billing staff of Contractor. The patient statement is customizable to meet the needs of Client.
- Contractor will prepare invoices according to the rates established by Client, guidelines and procedure established by Client and all applicable laws and regulations including those of Medicare and Medicaid services (CMS).
- Contractor will bill all invoices in compliance with the Fair Debt Collection Practices Act. Contractor will conduct quality assurance audits of Patient Care Reports ("PCRS").
- Contractor will bill all invoices within (3 business day) of receipt.
- Contractor will manually review and clear patient accounts for the following:
  - Treatments and treatment codes
  - Medical coding/ICD-10 codes in compliance with Federal guidelines.
  - Medical Necessity according to the PCR narrative and medical history.
- Contractor will submit claim summary to insurance to reflect the information contained in the PCR narrative.
- Contractor shall review hospital face sheets and update information on all accounts.

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- Contractor will ensure charges for services are appropriate to the services rendered.
- Contractor will verify insurance eligibility utilizing available resources clearinghouse, commercial databases, and Medicare and Medicaid databases.
- Contractor will contact hospitals, patients, skip tracing, etc., to obtain the necessary information to complete the billing transactions.
- Contractor will Identify and update incomplete or inaccurate demographic and insurance information prior to billing.
- Contractor shall be compliant with 5010 HIPAA/HITECH standards. Contractor utilizes a clearinghouse to comply with the 5010 HIPAA standard rules including but not limited to:
  - 270/271 – Health Care Eligibility Benefit Inquiry and Response
  - 276/277 – Health Care Claim Status Request and Response
  - 278 – Health Care Services – Request for Review and Response; Health Care
  - 835 – Health Care Claim Payment/Advice
  - 837 – Health Care Claim (Professional, Institutional, and), including coordination of benefits (COB) claims. Contractor's personnel are trained and compliant with Identity Theft Prevention Program (ITPP)
- Contractor will request prompt payment of accounts, within 60 days of transport date required by Client.
- Contractor will use "positive collection techniques" to work with and assist Self Pay/Private-Pay patients in satisfying their bill including the establishment of payment arrangements of a minimum of $20.00 a month installment with no interest, required by Client.
- After all avenues have been exhausted, Contractor will write off delinquent accounts to a collection firm designated by Client.

5.9 BANK ACCOUNT, TREASURY PROCESS AND PAYMENT POSTING

- A bank account or lockbox account will be maintained in the name of Client at a bank approved by Client (hereafter the "Bank Account"). Contractor shall cause all cash receipts, remittances, electronic transfers, and payments of any kind to be directed into the Bank Account. Contractor will have no signatory or ownership rights in the bank account and will have no right to negotiate or assert ownership rights in deposited funds or to checks made payable to Client. Client shall be responsible for all bank charges, and Contractor shall have no responsibility or liability for any bank errors or omissions.
- Client will forward any payments related to bills submitted by Contractor to Contractor within three (3) business days of receipt.

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- Deposits received by Contractor will be reconciled daily, and all EOB's will be sent to the Client via secured server.
- Contractor will provide the tools necessary to receive payments through several methods including but not limited to EFTs, ERAs.
- Payments are received by Checks, Money Orders, Credit Cards, Cash or any other acceptable means of payment
- If Client requests that Contractor accepts credit card payments on behalf of Client, Client agrees to be responsible for any related fees to the major credit.
- Contractor has the capabilities to receive electronic payments from Medicare, Medicaid, and most Commercial payers

Lock Box (optional)

- Client will pay all cost associated with the Lock Box Account
- Client may establish a Lock Box Agreement to facilitate receipts and deposits or payments accounts
- Client can make copies of all EOB, EOMB, payment, check and forward a copy of deposit to Contractor
- Make copies of all payment documents necessary to post
- A detailed report is needed for all deposits to include but not limited to the amount of deposit posted to the EMS division
- Reports shall include each patient's number, name, account #, payment type, and dollar amount to be posted

5.10 REFUNDS

- Contractor will be notified of any/all refunds and refunds will be handled within 30 days of the current billing cycle.
  - Accounts requiring a refund due to overpayment report will show patient number, patient name, incident date, amount originally billed, total amount(s) paid on the account detailed by date, amount and refund amount.

5.11 REPORTING

- Contractor shall provide accounting for all billing pursuant to Generally Accepted Accounting Principles on a daily, monthly, quarterly and annual basis, or as requested by Client.
- Client will receive standard monthly reports as set forth below, and such reports and all supporting documentation shall be submitted to Client within five (5) business days after the end (Close) of the month.
- Contractor will include, as part of the monthly reporting package, a listing of all accounts by current payer that are within 60 days of the untimely filing limit. Client's employees will have a monthly touch-base call with

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Contractor. Contractor will review accounts within 60 days of untimely filing limit to ensure that all necessary work is being performed to have these claims adjudicated prior to untimely filing.

- Additional reports to be provided as requested by Client:

Common Requested Monthly Reports

- **Insurance Report** shows actual collections and the accounts receivable, detailed by self-pay, Medicaid, Medicare and private insurance.
- **Cash Receipts Journal** will show total deposits made on a daily basis.
- **Monthly Payment Report** will show payments posted to the accounts receivable in batch deposit order during the month. The report will show the following information: patient number, patient name, payment amount, payment type, and grand total of all monthly payments.
- **Monthly Collection Summary** will show monthly payments by original transport month, incident month, and collected in current month.
- **Total Bills by Incident Monthly** will show the cumulative number of gross billings for each incident (transport) month.
- **Account Receivable** will show the aged amount owed by all transported patients at the end of the month. The format shall include gross billings since inception, less payments since inception, less approved adjustments and write-offs since inception, equaling ending balance of accounts receivable.
- **Adjustments and Write-Offs** will show patient number, patient name, and adjustment or write-off payment.
- **Procedure Report** will show patient number, patient name, incident date, and amount billed. Additionally, the report summarizes the monthly billing activity as follows: number of ALS billings and amount billed, number of BLS billings and amount billed, number of mileage billing and amount billed and amount billed. Additional categories may be added upon request by Client to include number of billings and amount.
- **Aging Report by Current Payer and Aging Category** shall be provided to Client based on accounting period.
- **Accounts Receivables Reconciliation Report** shall be provided to Client based on accounting period.
- **Revenue report showing all transports billed** will show, at a minimum, date of transport or service, incident number, patients

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name, amount owed, last payment, ICD-10 code and gross charges.

- **Outstanding aged accounts receivable report** will show outstanding aged accounts sorted by payer. The report will show four (4) categories of outstanding accounts: 30, 60, 90 120+ days outstanding. The report shall also show the last date of activity on the account. The report shall break down the categories into the current financial class of the account.
- **Monthly listing of all refund requests** will show refund requests processed for current month.
- **Accounts requiring a refund due to overpayment report** will show patient number, patient name, incident date, amount originally billed, total amount(s) paid on the account, detailed by date, amount and refund amount.
- Contractor shall provide additional reports to Client upon request by Client:

5.12 RECORDS KEEPING, AUDIT AND INSPECTION OF RECORDS

- Contractor has completed its SSAE16 Audit. The SSAE 16 is an enhancement to the current standard for Reporting on Controls at a Service Organization, the SAS70.
- Contractor shall maintain books, records, and other compilations of data pertinent to the performance of provisions and requirements of the ensuing contract.
- All such records shall be kept for a period of seven (7) years.
- All retention periods shall start on the first (1st) day after termination of the ensuing contact.
- Client shall retain all original copies of documentation.
- Client or client's agents shall have the right at any time and upon reasonable notice to examine and copy the books, records and other compilations of data of Contractor that pertains to the provisions and requirements of the ensuring contract.
- Contractor shall maintain accounting of patient data as required by HIPPA.
- Contractor shall provide, on staff, regular systems maintenance or IT personnel that can update and/or provide systems repair at the site.
- Contractor's software is designed specifically for EMS billing and collection.
- Contractor's software is certified showing HIPAA compliance.
- Contractor shall maintain a system disaster recovery plan, as well as, a full description of system backup and recovery plans.

P.O. Box 713
Commerce GA, 30529-071

t: 1.866.902.4EMS
e: info@emergencybilling.com

5.13 **COLLECTIONS (Written Off – Bad Debt)**

- A/R that is deemed as uncollectable shall be written off at 121days to the collection agency of Client's choice. Client may set the criteria for the write off dates.

6) TRAINING

6.1 Contractor shall provide initial training at Client's location to Client's staff PCR documentation, and billing procedures or processes.

6.2 Contractor shall provide any ongoing training at Client's location to Client's staff PCR documentation, and billing procedures or processes.

6.3 Under this agreement, both the Client and Contractor shall carry out its obligations in compliance with the privacy regulations pursuant to The Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) Title I of HIPAA protects health insurance coverage for workers and their families when they change or lose their jobs. Title II of HIPAA, known as the Administrative Simplification (AS) provisions, requires the establishment of national standards for electronic health care transactions and national identifiers for providers, health insurance plans, and employers.

7) MISCELLANEOUS PROVISIONS

7.1 Both parties shall perform this agreement in accordance with all applicable federal, state, county, and municipal rules and regulations. Specifically, Contractor agrees to maintain, preserve, and otherwise secure all patient records in accordance with HIPAA.

7.2 In the event any provision of this agreement is found or adjudged to be invalid by a court of competent jurisdiction, the remaining provisions shall be considered to be enforceable and full effective against both parties.

7.3 This agreement is to be construed in accordance with the laws of the State of Georgia. Any litigation concerning the obligations undertaken by the parties to enforce any obligations or rights under this contract shall be resolved in the Federal or **Brantley County, Georgia**. By execution of this agreement, both parties submit to jurisdiction and venue within **Brantley County, Georgia**, and waive any defense based on jurisdiction or venue.

P.O. Box 713
Commerce GA, 30529-071

t: 1.866.902.4EMS
e: info@emergencybilling.com

7.4 This written agreement represents the entire agreement between the parties. No oral representations, promises, negotiations or terms will be effective against either party.

7.5 Any amendments or modifications to this agreement must be in writing and executed by both parties.

7.6 Any notices and/or communications contemplated by this agreement will be directed to the following parties at the locations/addresses included in the execution page of this agreement.

Increasing Revenues Since 2006

P.O. Box 713
Commerce GA, 30529-071

t: 1.866.902.4EMS
e: info@emergencybilling.com

8) **PRICING: (Initial One Below)**

8.1 _____. 6.50 % Commission Rate of the amount of proceeds collected during each monthly billing cycle (gross collections - write-offs, adjustments)

- There shall be no other hidden costs.
- Contractor shall assist in managing any current or future ePCR mobile software.
- No Computers Supplied

8.2 _____. 7.00 % Commission Rate of the amount of proceeds collected during each monthly billing cycle (gross collections - write-offs, adjustments)

- There shall be no other hidden costs.
- Contractor shall assist in managing any current or future per mobile software.
- **COMPUTERS SUPPLIED** - Contractor shall supply DT Research computers to each active ambulance.
- View technical specifications: https://www.dtresearch.com/

Emergency Billing, LLC
219 Industrial Dr.
Maysville, GA 30558

Signature of authorized agent

Donna D. Gailey
Bill Womelsdorf
Name of authorized agent

President
Vice President
Title

6/10/2022
Date

Brantley County Board of Commissioners
33 Allen St.
Nahunta, GA 31553

Signature of authorized agent

Chris Harris
Name of authorized agent

Chairman
Title

6/9/2022
Date

Cell Tower Permit fees

County	Calculation	Example on a $250,000 tower @ 195'
Camden	1/2 of 1% of total bldg costs + 2% of trades	$2,650.00
Glynn	.004% of declared value	$1,400.00
Charlton	1/2 of 1% of total bldg costs + 1% of trades	$1,950.00
Clayton	$750 permit fee	$750.00
Pickens	App fee $1000, Tower 195 ft= $2,625 Towers 150' $25 per ft. over 150	$3,695.00
Meriwether	$1000 + 50% of Permit fee	$1,500.00
Average		**$1,990.83**
Brantley	$450 permit fee	$450

Proposal to provide Tower/Carrier Valuation Services
to Brantley County, Georgia
05/23/2022

Scope of work: Field Audit each cell/communications site in Brantley County and create equipment profile for each location. Profile will include the major components, the cost at installation, and the service life to assist you with application of the Georgia classification groupings.

Cell Tower Solutions (CTS) will help train the county staff to identify activity at the cell site and how that may impact value of the location. CTS will help to correct address and carrier reporting errors to align the carrier, city, and federal addresses.

Preliminary Evaluation of Towers: CTS has created a national database of registered towers and an innovative scan technology to find unregistered sites in each county. These sites are legally under 200 ft. in height and may include water towers, rooftops, short towers, etc….

Using Aerial photography, we have identified 21 Cellular Towers and 6 Broadcast Towers. There are 33 Cellular Carriers on these towers and 5 carriers on the 6 broadcast carriers that we located in the county. From past history, we believe this is a fair estimate +/- 10% of what we can expect to find on site. Additional carriers may have been added, site visualization may be less than clear, and other tower sites may be found.

Project Cost: Cell Tower Solutions bills each site at $275 per tower and $1100 per carrier. We would expect estimated cost of $48,675 and to anticipate new or found sites will cap the value at $54,000 for budgeting purposes. If we find fewer billable sites, we will bill at the actual found. If we find more than the cap, those sites are considered gratis to the county and are not billed.

Timetable: Once approved, the county will send notice of audit to taxpayers and generally, we can start within 2-3 weeks depending on workload. Our goal is to have field audit, reports and all information to the county to enter into the appraisal system ready within 8 weeks.

Determination of Billable Sites: Cell Tower Solutions (CTS) will submit all sites to the Brantley County Appraisal Department for billing approval. In the event a site is determined to be unbillable for the department, it will not be submitted for billing by CTS.

Payment Terms: To assist the county in budgeting, CTS structures the program in a payment plan to weight the balance to the backend of the contract. The first 25% is payable with the presentation of the work documents to the county approximately 3 weeks after work is completed. The next 50% is due when the reports are entered into the appraisal system and you can see the new preliminary values. The final 25% when the Bills are sent out at the end of the year. **We always work with our clients to custom tailor the payment terms to meet your budget requirements.**

Guarantee: Cell Tower Solutions **guarantees in the contract that Brantley County will produce revenue** after fees are collected. In the event that collections are less than the agreed fees. Cell Tower Solutions will rebate a portion of the fees as calculated in the contract.

Terms of the Proposal are valid through 11/23/2022 and may be subject to change.

Brantl GA Master Data File

All Rights Reserved Cell Tower Solutions, LLC 2022

CC ID	Owner	LAT	LONG	Location	City	Wireless Carriers	Local Towers	Southern Linc	NOTES
L013467	ALLTEL Communications, LLC	31.1983	-82.0089	Eagle's Nest Rd	NAHUNTA	2			
L018697	HASTYS COMMUNICATIONS EAST INC	31.1822	-82.2356	518 Brennet Rd	WAYCROSS		2		2 Broadcast Array
L019118	CCATT LLC	31.2153	-81.8378	Hwy 110	ATKINSON	3			
L019561	Pinnacle Towers Asset Holdings LLC	31.1533	-81.9667	1579 Buffalo Creek Dr	HICKOX	2			
L020334	CAPSTAR RADIO (WQGA)	31.1564	-81.9717	1580 Buffalo Creek Dr	HICKOX		1		Broadcast (Across st from FCC #1019561)
L023735	American Towers, LLC.	31.2675	-82.0081	Raybon Rock Road	NAHUNTA		1		Old AT&T dormant site
L025018	SpectraSite Communications, LLC, throug	31.1403	-81.9369	5.5 KM EAST US ROUTE 3	NAHUNTA				cancelled
L028113	Pinnacle Towers LLC	31.2731	-81.7519	OLD POST RD	BRUNSWICK				cancelled
L039139	Pinnacle Towers LLC	31.2586	-81.9653	13857 US Hwy 301	NAHUNTA	1		1	
L055494	ALLTEL Communications, LLC	31.2337	-81.769	Willis Rd	WAYNESVILLE	3			
L061653	MOODY, RAYMOND L	31.2975	-81.7353	Off Post Rd	LOTTS COMM		1		Broadcast
L063700	MONROE, MICHAEL MONROE COMM.	31.2197	-81.9789	Off Florida Ave	NAHUNTA	1			Commercial
L205892	ALLTEL Communications, LLC	31.1743	-82.146	500 Mount Calvery	HOBOKEN	2			
L220172	SBA Towers, LLC	31.1838	-82.2521	Milles Still Rd	Waycross East	3			
L222467	MATTOX BROADCASTING, INC	31.1849	-82.2565	Highway 82 @ Intersectic	Blackshear		1		Dismantled (Tower Located)
L235348	Qantum of Brunswick, LLC	31.1564	-81.9717	Off County Road 226, 1.0	Hickox				cancelled (Same as FCC #1020334)
L240848	Crown Castle	31.1817	-82.1146	Vickers Ln	Hoboken	1			
L249518	SBA Towers II LLC	31.209	-82.0096	Route 3 Box 154	Nahunta	1			FCC Database Lat/Long was incorrect
L249759	SBA Towers II LLC	31.0899	-82.1821	Hwy 42 & Wyatt Rd	Waycross	3			
L250023	SBA Towers II LLC	31.179	-82.1652	Blazley Rd	Hoboken	1			
L260100	ALLTEL Communications, LLC	31.2265	-81.843	Off Connie Rd	Hortense	1			
L262202	Verizon Wireless	31.0709	-82.0129	601 US 301	Nahunta	1			
L263186	Verizon Wireless	31.1966	-81.9395	Baker Creek Road	Nahunta	1			
L263483	SBA Towers II LLC	31.3415	-81.9504	205 Old Hortense Rd	Hortense	3			
L275884	USAntenna	31.2055	-82.1481	13578 Highway 121	Hoboken	1		1	
L287658	Georgia Forestry Commission	31.2092	-81.9367	3734 Baker Creek Road	Nahunta				
L295868	Global thru American Towers, LLC	31.2845	-81.8485	TBD (281000)	Nahunta				Granted never built
L306920	Tarpon Towers	31.2	-82.275	289 Greentree Rd.	Waycross	1			Constructed 2020 (No Tower Seen)
L311995	City Switch II	31.337	-81.775	Browntree Rd.	Thalman	1			Constructed 2020
L319591	City Switch II	31.181	-82.247	Brunswick Highway	Waycross	1			Granted 6/2021 (No Tower Seen)
						33	6	2	

stryker

.P-1000 AED (22) 5-26-2022

Quote Number:	10536352	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	BRANTLEY COUNTY	Rep:	Ryan Jacobsma
	Attn:	Email:	ryan.jacobsma@stryker.com
		Phone Number:	(912) 414-3571
		Mobile:	(912) 414-3571
Quote Date:	05/31/2022		
Expiration Date:	08/29/2022		

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	BRANTLEY COUNTY	Name:	BRANTLEY COUNTY	Name:	BRANTLEY COUNTY
Account #:	1547690	Account #:	1547690	Account #:	1064564
Address:	33 ALLEN RD	Address:	33 ALLEN RD	Address:	PO BOX 398
	NAHUNTA		NAHUNTA		NAHUNTA
	Georgia 31553-2012		Georgia 31553-2012		Georgia 31553-0398

Equipment Products:

#	Product	Description	Qty	List Price	Sell Price	Total
1.0	99425-000023	LIFEPAK 1000 Graphical Display - includes one non-rechargeable battery, one carrying case w/ shoulder strap, two pair QUIK-COMBO REDI-PAK electrodes and Ship Kit	22	$2,975.00	$2,231.25	$49,087.50
2.0	41425-000034	Ship Kit - Literature, LP1000, W RCHG, English	22	$0.00	$0.00	$0.00
3.0	11101-000016	Infant/Child Reduced Energy Defibrillation Electrode Replacement	22	$132.00	$85.80	$1,887.60
4.0	11998-000321	Ambu Res-Cue Mask First Responder Kit	22	$54.00	$35.10	$772.20
				Equipment List Price:		$69,542.00
				Equipment Total:		$51,747.30

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-PFR3-LP1K	TRADE-IN-PHILIPS HEARTSTART FR3 TOWARDS PURCHASE OF LIFEPAK 1000	12	-$300.00	-$3,600.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$0.00
Grand Total:	$48,147.30

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Department	Number	Price	Total	Number trade-in	Trade-In	Grand Total
Hortense VFD	2	$2,351.85	$4,703.70	1	$300	$4,403.70
Calvary VFD	2	$2,351.85	$4,703.70	2	$600	$4,103.70
Hoboken VFD	2	$2,351.85	$4,703.70	1	$300	$4,403.70
Nahunta VFD	7	$2,351.85	$16,462.95	3	$900	$15,562.95
Waynesville VFD	8	$2,351.85	$18,814.80	3	$900	$17,914.80
EMA	1	$2,351.85	$2,351.85	2	$600	$1,751.85

INVOICE

M&M Builders
1257 College Circle
Waynesville, GA 31566
912-288-6809/912-286-1022
mmbuilders100@gmail.com

Invoice No : 3602
Date : 4/28/2022
Customer ID : Headstart

Brantley County Commissioners

Brantley County Headstat 125 Bryan St, Nahunta, GA 31553

Branitey County
Headstart
Estimate

	Payment Terms	Due Date
Installation of Metal Roof	Due upon receipt	

Install 40 year 29 gaugae galvalume master rib metal with all matching associated trim (Ridge cap, drip rail, wall flash, hip cap & screws)

Install 1x4 lath boards to intire roof service to allow for new roof installtion

Repair all wood rot on front left of the building

Remove and dispose of all construction debris off site

Material Draw will be collected at the start of job	**Material Draw**	$14,725.00
Payment to be collected at time of completion.	**Final Payment**	$14,725.00
	Total Price for project	$29,450.00

Make all checks payable to M&M Builders .

THANK YOU FOR YOUR BUSINESS!

INVOICE

M&M Builders
1257 College Circle
Waynesville, GA 31566
912-288-6809/912-286-1022
mmbuilders100@gmail.com

Invoice No : 3602
Date : 6/1/2022
Customer ID : EMS BOC

Brantley County Commissioners

Brantley County BOC & EMS Buildings

Brantley County EMS/
BOC Buildings
Estimate

	Payment Terms	Due Date
Installation of Metal Roof	Due upon receipt	

Install 40 year 29 gauge galvalume master rib metal roofing with all matching associated trim (Ridge cap, drip rail, wall flash, hip cap & screws) Install 1x4 lath boards to entire shingle roof surface to allow for new metal roof installation Repair all wood rot on eves of overhang over doorways using presser treated lumber (3 roof overhangs)	BOC Building
Install 40 year 29 gauge galvalume master rib metal roofing with all matching associated trim (Ridge cap, drip rail, wall flash, hip cap & screws) Install 1x4 lath boards to entire shingle roof surface to allow for new metal roof installation Remove and replace 4 of the existing post uprights on overhang on front of building (EMS) due to damage Replace with 6x6x12 pt. post uprights Level and secure front overhang to allow for new post install	EMS Building

Estimate includes all materials and labor

Material Draw will be collected at the start of job	**Material Draw**	$8,450.00
Payment to be collected at time of completion.	**Final Payment**	$8,450.00
	Total Price for project	$16,900.00

Classification and Pay Scoring Criteria

Scorers Evaluation sheet

		Points	Total
1. Quality and thoughtfulness of the proposal.		0-20	
	Condrey		53
	Excellence		33
	JNR HR		42
	Evergreen		42
2. Related experience of the firm and key staff with similar studies.		0-20	
	Condrey		52
	Excellence		45
	JNR HR		41
	Evergreen		39
3. References, credentials and/or recommendations from past clients.		0-15	
	Condrey		46
	Excellence		36
	JNR HR		38
	Evergreen		32
4. Costs associated with developing, preparing, and presenting the study.		0-25	
	Condrey		61
	Excellence		54
	JNR HR		27
	Evergreen		21
5. Ability of the firm and the firm's subcontractors to provide the services requested as well as financial stability and availability.		0-20	
	Condrey		51
	Excellence		46
	JNR HR		29
	Evergreen		30

GRAND TOTAL			Cost	
Condrey	263		$27,500	
Excellence Exceeded , Option 1 & 2	214		$20,000	$38,500
JNR HR	177		$36,000	
Evergreen	164		$48,500	

Scorers name: Scragg, Herrin and Lewis

Date: 6/6/2022

Brantley Board of Commissioners
Classification and Pay Study RFP

PROPOSAL FOR A CLASSIFICATION

AND COMPENSATION STUDY

FOR

BRANTLEY COUNTY, GEORGIA

May 13, 2022

Condrey and Associates, Inc.
PO Box 7907
Athens, Georgia 30604-7907
(706) 380-7107 (phone)
(586) 816-4067 (fax)
steve@condrey-consulting.com
www.condrey-consulting.com

CONDREY & ASSOCIATES, INC.

A Human Resources Consulting Company

May 13, 2022

Mr. Chuck Scragg
Interim County Manager
Brantley County Government
33 Allen Road
Nahunta, GA 31553

Dear Mr. Scragg:

I have enclosed a proposal to conduct a classification and compensation study for Brantley County. If selected, we plan to begin work on the project July 1, 2022, with a preliminary cost estimate submitted for review in September 2022 and a final report submitted on or before September 30, 2022. The enclosed proposal outlines a thorough study for the County.

I believe you will agree that confidence is built in a new classification and compensation system by involving management and employees in the process. If selected for this project, we would interview approximately 60% of the county's 124 full-time and 15 part-time employees covered under this letter of agreement. We believe this high percentage of persons individually interviewed for the study will greatly increase its validity. As you will note from the enclosed proposal, in the employee interview process we utilize a variety of skilled consultants with specific subject matter knowledge of local government administration, public safety, public utilities, public finance, public works, and information technology. This process leads to a valid and expertly prepared compensation plan that is accepted by the County's employees.

Condrey and Associates has been serving clients nationwide for more than 23 years and has never been involved in any litigation. I strongly encourage you to check the references we have listed in our proposal packet. I believe you will find that we work very hard to deliver a thoroughly documented and competitive personnel system that meets the needs of management and employees alike.

This offer of services is valid until December 31, 2022. We will be happy to revise the enclosed memorandum of agreement to meet appropriate legal requirements as deemed necessary by Brantley County or to enter into an appropriate contract initiated by the County.

We are looking forward to providing high quality human resource management consulting services to Brantley County. I believe you will find our firm to be highly competent and responsive to the needs of your jurisdiction. Please contact me at (706) 380-7107 if I may provide further information.

Sincerely,

Steve Condrey

Steve Condrey, Ph.D.
President

706.549.2099 706.380.7107 PO Box 7907 Athens, GA 30604-7907 www.condrey-consulting.com

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PROFILE OF PROPOSER

Condrey and Associates, Inc. is a human resource management consulting firm providing personnel-related technical assistance to local and state government organizations. All work performed for Brantley County project will be conducted from the firm's offices in Athens, Georgia.

The two principals associated with the project, Dr. Steve Condrey and Ms. Jan Hansford, have collaborated on over 500 similar projects for state and local governments. Consultants for this project will be chosen from among consultants with specific subject matter knowledge in local government, public safety, public utilities, public health, and public works administration: Mr. Mark Knowles, an independent consultant experienced in financial administration and information technology, Dr. Rex Facer, Associate Professor in the Romney Institute of Public Management at Brigham Young University and a skilled human resources consultant, Gene Mays, former Chief Deputy of the Athens-Clarke County, Georgia, Sheriff's Department and a skilled law enforcement consultant, Mr. James Hansford, a skilled classification consultant and former Executive Director of the Georgia Firefighter Standards and Training Commission, Mr. Mike Mahathirath, a skilled consultant specializing in IT, Finance and Staffing Analyses, Dr. Mark Foster, an industrial psychologist with extensive experience in law enforcement administration, Dr. James M. Austin, Jr., an industrial psychologist and President of Austin Consulting, Inc., Mr. Brian Burke, a certified Real Estate Appraiser and Firefighter, and Dr. Greg Reece, a skilled technical writer and consultant.

REPRESENTATIVE CLIENT CONTACTS

Listed below are five representative references. Additional professional references are available upon request.

Mr. Michael Spiers
Senior Director of Human Resources and Risk Management
Camden County Board of Commissioners
200 E. 4th Street
Woodbine, Georgia 31569
(912) 576-7058
mspiers@co.camden.ga.us

We are in the process of completing a comprehensive classification and compensation study for Camden County (approximately 362 employees).

Ms. Paige Dukes
County Manager
Lowndes County Government
327 N. Ashley Street, 3rd Floor
Valdosta, Georgia 31601
(229) 671-2440
cmanager@lowndescounty.com

In 2015 we completed a comprehensive classification and compensation study for Lowndes County (approximately 500 employees). We completed an update for the county in 2021.

Mr. Jim Carter, County Manager
Mr. Mike Walker, Assistant County Manager
Tift County Board of Commissioners
225A Tift Avenue, Suite 204
Tifton, Georgia 31794
(229) 388-6032
jim.carter@tiftcounty.org
mwalker@tiftcounty.org

In 2008 we completed a comprehensive classification and compensation study for Tift County (approximately 325 employees). We completed updates for the county in 2018 and 2021.

Mr. Mike Dinnerman
County Manager
Ben Hill County Government
401-A East Pine Street
Fitzgerald, Georgia 31750
(229) 560-5164
mike.dinnerman@benhillcounty-ga.gov

We completed a comprehensive classification and compensation study for Ben Hill County in 2019 (approximately 100 employees)

Mr. Scott Caver, Chairman
Ms. Lynn Taylor
Consultant to the Chairman
Irwin County Government
207 S. Irwin Avenue
Ocilla, Georgia 31774
(229) 942-0288
Taylor.lynnh@gmail.com

We are in the process of completing a comprehensive classification and compensation study for Irwin County (approximately 100 employees).

SELECTED CLIENTS

Alabama

Alabama Department of Postsecondary Education
Alabama Department of Corrections
Alabama Department of Human Resources Head Start
Anniston Water Works and Sewer Board
City of Anniston
City of Athens
City of Auburn
Curry Water Authority
City of Decatur
City of Dothan
Dothan-Houston County Intellectual Disabilities Board
City of Enterprise
City of Eufaula
Cleburne County
Eufaula Water & Sewer Board
Etowah County
Town of Falkville
City of Gadsden
City of Jasper
Jasper Water Works and Sewer Board
Lee County
Limestone County
City of Madison
City of Mobile
Mobile County
Mobile County Personnel Board
Mobile Area Water and Sewer Board
Mobile Housing Authority
North Central Alabama Regional Council of Governments (NARCOG)
City of Opelika
City of Prattville
City of Rainbow City
City of Tallahassee
City of Tuscaloosa
Selma Waterworks and Sewer Board
Walker County

Alaska

Matanuska-Susitna Borough

Arkansas

City of Jonesboro
City of North Little Rock

Connecticut
Town of Waterford

Florida
City of Miami Beach
St. Johns County
City of Panama City Beach
St. Johns County Property Appraiser
St. Johns County Clerk of Courts

Georgia
City of Acworth
Ben Hill County
Brunswick-Glynn County Joint Water and Sewer Commission
Camden County
City of Canton
City of Cartersville
Columbus Consolidated Government
Cook County
Coweta County Water and Sewerage Authority
City of Forest Park
City of Hinesville
City of Holly Springs
Irwin County
City of Lawrenceville
City of Suwanee
Lowndes County
Morgan County
Paulding County
City of Peachtree City
Pickens County
City of Statesboro
City of Swainsboro
Tift County
Troup County
City of Tybee Island
United Methodist Church, North Georgia Conference
City of Valdosta
City of Watkinsville

Kentucky
Bowling Green Municipal Utilities
DESA International, Inc., Bowling Green
City of Morganfield

Illinois
Village of Forsyth
City of Moline

Iowa
Dallas County
Muscatine Power and Water
City of Pella

Maine
City of Scarborough

Maryland
City of Takoma Park

Missouri
City of Cape Girardeau
City of Gladstone
City of Jefferson City
City of Lake Saint Louis
City of O'Fallon
City of Sedalia

Nevada
Carson City School District
City of Boulder City

New Hampshire
Local Government Center
City of Concord
Town of Hanover
Manchester Employees' Contributory Retirement System

New Mexico
Bloomfield School District
Deming Public School System
Santa Fe Community College
San Juan College

New York
Madison County Government
Onondaga County Government
Orange County Government

North Carolina
Braswell Memorial Library, Rocky Mount

Cape Fear Public Utility Authority
Town of Chapel Hill
City of Hickory
City of Laurinburg

North Carolina, (Continued)

Lenoir County
City of Lincolnton
Lincoln County Government
North Carolina League of Municipalities
Orange County Government
City of Rocky Mount
Rutherford County Government
City of Wilson

North Dakota

City of Bismarck
City of Mandan
Mandan Parks District

Oklahoma

City of Broken Arrow
Northeastern State University

South Carolina

Town of Fort Mill
City of Goose Creek
Jasper County Government
McCormick County
Saluda County

South Dakota

City of Aberdeen
City of Huron
City of Pierre
Minnehaha County
Pennington County
City of Madison
City of Mitchell
City of Rapid City
City of Spearfish

Tennessee

City of Hendersonville

Texas

City of Big Spring

City of Beaumont
City of Forney
City of Galveston
City of Rockport
City of Seabrook

Texas (Continued)

Galveston County Government
Galveston County Health District
Harris County Housing Authority
Oller Engineering, Inc., Lubbock
Texas Municipal League Intergovernmental Risk Pool
Webb County Government

Vermont

Town of Hartford
Town of Norwich

Virginia

The Children's Center
City of Franklin
Franklin Development and Housing Authority
Powhatan County
Town of Rocky Mount
Town of Vinton

Washington

City of Moses Lake

Wyoming

City of Casper
City of Cody
City of Evanston
Evanston Parks & Recreation District
City of Gillette
City of Green River
City of Laramie
City of Rock Springs
City of Sheridan
Sheridan County Government
Sheridan Recreation District

SUMMARY OF PROPOSER'S QUALIFICATIONS

Stephen E. Condrey, Ph.D. Steve Condrey, President of Condrey and Associates, has over thirty years of professional experience in human resource management and has consulted nationally and internationally with over 800 organizations concerning personnel-related issues. He is the immediate past Editor-in-Chief of the *Review of Public Personnel Administration* and is the co-editor of *Public Administration in Post-Communist Countries* (CRC Press, 2013), editor of the *Handbook of Human Resource Management in Government*, Jossey-Bass, (1998, 2005 and 2010), and *Radical Reform of the Civil Service,* Lexington Press, 2001. He is the 1998 recipient of the University of Georgia's Walter Barnard Hill Award for Distinguished Achievement in Public Service and Outreach and was named Hill Fellow by the University of Georgia in 2004 (the University of Georgia's highest public service faculty honor). He holds the IPMA-SCP designation from the International Public Management Association for Human Resources. Steve retired from the Carl Vinson Institute of Government, University of Georgia in 2010. He was appointed by President Obama as Chairman of the Federal Salary Council in 2010 and served in this capacity until 2017. Dr. Condrey was elected as a Fellow to the National Academy of Public Administration in 2012 and was President of the American Society for Public Administration for 2013-2014.

Ms. Jan Hansford. Jan Hansford, Vice President of Condrey and Associates, is a Principal Human Resource Management Consultant with the Vinson Institute and recently retired as Human Resources Director of Athens-Clarke County, Georgia, a consolidated government of over 1600 employees. With over 30 years of related experience, both as a practitioner and as a consultant, Jan specializes in administrative classification issues, *Fair Labor Standards Act* compliance, and payroll restructuring and administration. She is also well-versed in communicating complex classification and compensation issues in a clear and understandable fashion and will assist in communicating study results to department heads, elected officials, and employees. Ms. Hansford has assisted in managing over 400 personnel-related projects. Jan holds the IPMA-SCP designation from the International Public Management Association for Human Resources.

Mr. Mark Knowles. Mark Knowles, Principal Consultant with Condrey and Associates, is the founder of GovDirections.com – a leading online procurement monitoring system. Mark has prior experience with the Georgia Municipal Association, where he provided technical assistance to local governments. Mark has assisted with organizational management issues related to technology in several communities including the cities of Rapid City, South Dakota, and Auburn, Alabama. Mark has experience in performance benchmarking and assisted in the design and implementation of systems in communities such as Lowndes County and Dawson County, Georgia. Mark has over twenty years of classification and compensation experience and has assisted managing projects in over 200 jurisdictions across the United States.

Mr. Gene Mays. Gene Mays, Senior Consultant with Condrey and Associates, has over twenty-five years of law enforcement experience as a Patrol Officer, Corporal, Juvenile Officer, Detective, Sergeant, Internal Affairs Officer, and Captain with the Athens-Clarke County Police Department. He recently retired as Chief Deputy of the Clarke County, Georgia Sheriff Department. In addition to directly related law enforcement experience, Gene is a skilled law

enforcement consultant, having consulted with numerous jurisdictions concerning personnel-related issues (classification and compensation, job analysis, and assessment centers). Gene coordinated the law enforcement interviews with the City of Anniston, Alabama, Orange County, North Carolina, Jefferson City, Missouri, North Little Rock and Jonesboro, Arkansas, Galveston County, Texas, Wilson, North Carolina, Auburn, Alabama, Cape Girardeau, Missouri, Sheridan, Wyoming, Gladstone, Missouri and Jasper, Alabama projects.

Mr. James E. Hansford. Jim Hansford, Principal Consultant with Condrey and Associates, has over thirty-five years of experience as a Firefighter, Lieutenant, Captain, Chief of Training and Fire Chief of a consolidated government fire department. He recently retired as the Executive Director of the State of Georgia Firefighter Standards and Training Council, where he administered the certification program for all fire departments in the State of Georgia. Jimmy is a member of the International Association of Fire Chiefs, Georgia Association of Fire Chiefs, and the Georgia Firefighters Association. Mr. Hansford is a skilled consultant, having assisted with over 100 personnel-related projects in various jurisdictions.

Mr. Mike Mahathirath. Mike Mahathirath, Senior Consultant with Condrey and Associates, is co-founder of GovDirections – the leading online procurement monitoring service. Mike has prior experience with the Georgia Municipal Association and the Georgia Department of Community Affairs. Mike managed one of the largest lease-purchase pools in the United States and implementation of a statewide uniform chart of accounts for Georgia Local Governments. Mike has over twelve years of experience working with local governments throughout the United States.

Dr. Rex Facer. Rex L. Facer II, Senior Consultant with Condrey and Associates, is an Associate Professor in the Romney Institute of Public Management in the Marriott School at Brigham Young University where he teaches in the Master of Public Administration program. President Obama appointed Facer to the Federal Salary Council in 2010. Facer previously served on NASPAA's Commission on Peer Review and Accreditation, including a term as chair. The commission is the accrediting body for master's degree programs in public administration. Professor Facer regularly lectures and consults nationally and internationally on human resource management and local public finance issues. His published research has appeared in leading peer-reviewed journals. His current research focuses on public sector compensation practices, alternative work schedules, and local government finance. Rex coordinates all performance appraisal design and training as well as all salary equity analyses for Condrey and Associates, Inc.

Dr. James M. Austin, Jr. Jim Austin, Senior Consultant with Condrey and Associates, is President of Austin Consulting, Incorporated. Dr. Austin has extensive experience in conducting job analysis, assessment center preparation/administration, policy development, training, and position classification activities in a variety of public and private sector organizations including Home Depot.

Dr. Mark Foster. Mark Foster, Senior Consultant with Condrey and Associates, is an industrial psychologist with over 20 years of experience in law enforcement personnel selection and promotion administration. Mark has coordinated the promotional process for the Georgia State

Patrol for the past twelve years, and the Georgia Bureau of Investigation for the past eight years. Additionally, he has consulted nationally with numerous other law enforcement agencies and with Fortune 500 corporations such as Georgia Pacific and Federal Express.

Dr. Cathy Reese. Cathy Reese, Senior Consultant with Condrey and Associates, is Assistant Professor of Public Administration at Arkansas State University where she teaches courses in budgeting, financial administration, and human resource management. Cathy has over 15 years of experience in conducting classification and compensation studies and most recently worked on the North Little Rock and Jonesboro, Arkansas, projects.

Mr. Brian Burke. Brian Burke, Senior Consultant with Condrey and Associates, is a certified Real Estate Appraiser and Fire Officer. Brian has consulted with over 30 organizations, and currently works for a local government.

Ms. Linda Seagraves. Linda Seagraves, Principal Consultant with Condrey and Associates, is a Personnel Specialist with the Vinson Institute of Government. Ms. Seagraves specializes in payroll restructuring and is skilled in calculating project implementation costs so that accurate budget projections are provided to the client. Ms. Seagraves has consulted with over 500 organizations.

Dr. Gregory L Reece. Greg Reece, Principal Consultant with Condrey and Associates, is a human resources technical writer and skilled consultant with over fifteen years of experience in providing services related to the development of classification and compensation plans for city and county governments, state and regional agencies, non-profit organizations, libraries, and colleges and universities. He specializes in the review and analysis of job data in the development of defensible job descriptions for public-sector employees using the Factor Evaluation System (FES). He holds degrees from Claremont Graduate University (Ph.D.), Vanderbilt University (M.Div.), Samford University (B.A), and Martin Methodist College (A.A.). Greg has provided consulting services for the City of Auburn, AL Library; the Lincoln County, NC Library; the Morton-Mandan, ND Library; the McCormick County, SC Library; the City of Eufaula, AL Library; the Mitchell, SD Library; and various college and university-based libraries. Greg lives in Montevallo, AL where he serves as President of the Parnell Memorial Library Foundation Board, a 501c3 organization which provides financial and other support for Montevallo's public library.

SUMMARY OF CONSULTANT RESPONSIBILITIES AND ASSIGNMENTS

Steve Condrey will serve as project director and will coordinate all direct contacts with the client in conjunction with **Jan Hansford**. Jan will also coordinate the classification interview schedule, personally interview top administrative personnel, be responsible for constructing the overall classification plan, direct the salary survey, calculate project implementation costs, review the proposed classification plan with appropriate County officials, conduct employee classification appeals (if any), and be available on an as-needed basis for follow-up technical assistance and training during the first year of project implementation.

Dr. Greg Reece is the writer for the project. **Linda Seagraves** will coordinate salary data collection activities as part of this project and will calculate the costs of various project implementation plans.

Brantley County staff support required for the project will be minimal. We request that one person be appointed to serve as our principal contact for the purpose of communicating project plans and schedules and gathering current payroll information.

PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

* For a full description of project activities please see the enclosed draft contract.

* Condrey and Associates will conduct a salary survey specifically for this project. Approximately 15 organizations will be invited to participate in the survey. The salary data will be collected using an internet-based salary survey.

* We will provide Brantley County with three implementation plans showing the relative impact of differing funding levels on the compensation plan. This will provide the County with a degree of flexibility in implementing the project. Back-up data will provide individual employee salary calculations for placement in the new plan. Additionally, Condrey and Associates will discern the need for and, if necessary, detail the cost of any equity adjustment to ease employee pay compression.

* Three months following project implementation, Condrey and Associates will conduct an employee appeals process. The appeals process will provide employees an opportunity to provide written justification for appealing their classification. Condrey and Associates will reply to all appeals in writing and will conduct telephone reviews to ascertain the nature of the appeals. We normally have few (if any) classification appeals.

* Condrey and Associates utilizes a modified version of the Factor Evaluation System (FES). FES is the most widely utilized point-factor evaluation system and is the basis for most all other point-factor job evaluation systems. We have utilized FES in over 500 organizations of differing functions and degrees of administrative sophistication. We find that FES, when applied skillfully and properly, produces an internally equitable classification plan that is highly acceptable to management as well as the organization's employees. Training in FES application will be provided to Brantley County human resources staff. Also, we provide a full year of follow-up technical assistance to include additional training to ensure that the system is properly maintained. Please note that all FES data calculations are available in electronic format. Also, since FES is in the public domain, there are no copyright or royalty fees associated with its use.

* We will conduct extensive interviews or desk audits with full-time position incumbents (approximately 60% of the county's 124 full-time and 15 part-time employees). This will help assure an accurate and internally equitable classification plan that is accepted by management as well as the County's employees.

* Condrey and Associates utilizes a system of career ladders as an overlay to the classification system developed through our job evaluation system. These career ladders provide avenues for managerial flexibility as well as individual employee incentive and achievement. We believe this methodology is superior to traditional broad-banding and avoids that system's potential flaws, including those related to equal pay.

* Condrey and Associates is very familiar with the *Americans with Disabilities Act* (ADA). In addition to providing advice to clients in the practical application of ADA, one of the firm's principals conducted the most extensive survey to date of ADA implementation in America's cities. Approximately 300 cities responded to the survey. The results appear in the *American Review of Public Administration.*

SUMMARY OF THE PROPOSED FEE STRUCTURE

Condrey and Associates will provide the services outlined in the enclosed draft contract for the **fixed cost** of $27,500. This fee includes one year of follow-up technical assistance at no additional charge to the jurisdiction.

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this 9th day of June, 2022, by and between Brantley County, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR or its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

Condrey and Associates will:

a. Carry on the cooperative service via telephone, Zoom, and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

Section II

COOPERATOR will pay Condrey and Associates a fixed fee of $27,500. This amount will be paid in two (2) equal installments, within twenty (20) days of receipt of billing. The invoices should be directed to Mr. Chuck Scragg, Interim County Manager, Brantley County , Government, 33 Allen Road, Nahunta, GA 31553, Phone: (404) 625-4443. The billings shall occur on July 15, 2022 and September 1, 2022.

Section III

The term of this agreement shall be from July 1, 2022 through September 30, 2022. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by both parties.

Section V

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

IN WITNESS WHEREOF, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

Stephen E. Condrey
President

Date: 6/15/22

Jan H. Hansford
Vice President

Date: 6-15-22

Corporate Seal

FOR BRANTLEY COUNTY:

Date: June 9, 2022

APPENDIX A

Contract for Technical Assistance to Brantley County: Proposal for Reviewing and Updating the County's Compensation and Classification System

The administration of Brantley County has determined the need for a review and updating of the job classification system and pay plan for selected jobs covered under its personnel system.

Condrey and Associates proposes the following schedule of activities to accomplish four objectives:

1. Review and revise the current personnel classification system and pay plan for all employees covered under this agreement;

2. Produce an updated description of each job and produce a classification system based on job content analysis;

3. Collect salary data and produce a recommended pay plan based on job analysis, job evaluation, and survey data; and

4. Train designated personnel in each step of classification and pay plan development to help insure the implementation and maintenance of the system.

Phase I – Developing a Work Plan and Schedule of Activities

1.1 Condrey and Associates, in cooperation with appropriate officials, will generate a work plan of activities and target dates for completion.

1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification system and pay plan will be made available to Condrey and Associates for review and analysis.

Phase II – Job Analysis Survey

2.1 Condrey and Associates will develop a detailed job survey form to be completed by position incumbents. This data will serve as the basis for generating updated job descriptions, job classifications, and job evaluations (ranking of jobs).

2.2 Condrey and Associates will determine the number of interviews and/or job audits that will need to be conducted to ensure adequate data for generating a complete and valid description of each job and job classification. It is anticipated approximately 60% of the county's 124 full-time and 15 part-time employees will be interviewed concerning their job duties and responsibilities.

2.3 After the job survey, job audits and interview data are analyzed, a properly formatted job description will be completed for each job. The written job description will draw on four sources of information: (1) current job descriptions, (2) information from the job survey, (3) supervisors' review and critique, and (4) interviews and job audits.

Phase III – Job Evaluation

3.1 Condrey and Associates will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.

3.2 Condrey and Associates and appropriate officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

Phase IV – Developing a Compensation Structure

Condrey and Associates will:

4.1 Condrey and Associates will conduct a salary survey of organizations specifically for this project. The survey will include up to 15 organizations and 40 benchmark positions.

4.2 Condrey and Associates will collect, review, and format published salary data covering relevant public and private organizations.

4.3 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.

4.4 After the survey data is compiled, Condrey and Associates will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

Phase V – Developing a Pay Plan

Condrey and Associates will:

5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV).

5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data and the jurisdiction's financial condition and compensation policy.

Phase VI – Implementing and Administering the Program

Condrey and Associates will:

6.1 Recommend a series of career ladders and lattices as appropriate.

6.2 Determine the proper FLSA designation of each position.

6.3 Present alternative plans to ameliorate salary compression.

6.4 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

Cost and Duration

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of $27,500. Considering the scope of the project, we anticipate a three (3) month work plan beginning July 1, 2022, with final reports submitted on or before September 30, 2022. Follow-up technical assistance will be provided through September 30, 2023 at no additional cost to the County (with the exception of travel-related costs). Formal involvement would terminate September 30, 2022.

Brantley County Government
Schedule of Activities

DATE	ACTIVITY
July 2022	o Conduct project orientation for human resources staff and department heads o Distribute position questionnaires o Completed position questionnaires returned to Condrey and Associates
August 2022	o Conduct employee interviews o Begin salary survey
September 2022	o Continue salary survey o Develop preliminary cost estimate o Present preliminary classification and pay report o Publish final report
October 2022 - September 2023	o Provide follow-up technical assistance in pay plan implementation.

Project Directors: Dr. Stephen E. Condrey, President
Ms. Jan Hansford, Vice President
Condrey and Associates, Inc.
PO Box 7907
Athens, GA 30604-7907
(706) 380-7107 (Phone)
steve@condrey-consulting.com
jan@condrey-consulting.com
www.condrey-consulting.com

Brantley County Board of Commissioners

Town Hall Meetings

Agenda

6:00 pm to 7:30
Date
Place

Introduction

Proposed Landfill Status

Priority of Roads to Pave

New Courthouse

Property Reassessment

Questions on note cards.

Adjourn

Each Session will be attended by two Board of Commissioners' members.
Each person will state their name and address.
Each person will be allowed to speak for 3-5 minutes.
Total time allotted for public comments will be 45 minutes.
We will have note cards you can fill out with your questions of the Commissioners.

BRANTLEY COUNTY
GEORGIA

Activities Report to the Brantley County Commissioners

Staff Accomplishments in May 2022

1. Building Department Permits Issued 93 housing and other permits in May Permitting took in $19,260.91. Still one vacancy on the Planning Commission.
2. Road Department responded to 59 citizen inquiries/complaints on roads. Graded 757 hours on our dirt roads with five operators.
3. EMS responded to 205 medical calls, 6 altercations, 13 car wrecks, 4 cardiac arrests, 3 overdoses, 4 blood draws, 15 lift assists, and 5 mutual aids for a total of 257 calls in May 2022. An EMS vehicle is out of service due to a blown head gasket.
4. Continued working on yearly Lease renewal for DFACS. (Bryan Street).
5. Helped secure two new vehicles for the Sheriff's Department with the help of a USDA on grant covering 35% of the cost.
6. OREMC relocated their poles in the next few weeks and then paving can begin on the 3.5 mile stretch of Albert Gibson Road.
7. Paving to begin within a few weeks on Albert Gibson Road a 2020 LMIG project, The Engineering work is by Roberts Civil Engineering on this project.
8. Staff are still with the County Attorney trying to assemble right of way easements for Britt Still paving Projects.
9. Working with EMS on securing a USDA grant for EMS equipment.
10. Budget season began May 9th and we hope to have a preliminary budget by June 10th. Budget Hearings will be in July.
11. Hearings for the tax digest and establishing our millage rate will be in late July and mid August.
12. The Tax Assessor's Office did an outstanding job of re-assessing 10,000 homes property with the County as required by State Law. Assessment Appeals are due by the end of June. The input will be needed for the 2023 budget and tax digest.
13. Personnel Staff vacancies in EMS (2) and the Road Department (4).
14. Completed the Request for Proposals and Qualifications for the Preliminary Architectural Report and the Environmental Report as required by the USDA, Rural Development for a low interest loan. The RFP goes out for advertisement on Friday June 10th.
15. Code Enforcement 20 Camper investigations, Six junk yard/blight investigation, and thee call responses.
16. The Elections Office did a great with early voting the next three weeks, and the Georgia Primary Election, May 24th. Gearing up for the runoff election on June 21st.

17. Cudos to all the Fire Departments and especially the brave and talented volunteers. Support the boot drives when you can.

18. From the Rec Department: For our 2022 Blast ball, T-ball, Baseball and Softball, We had 35 teams. We had a total of 420 children sign up this season. We will be going to districts in our 8u, 10u and 12u Softball and Baseball and our 14u Baseball. This will be June 10th -15th. Hosting 10u baseball for district.

19. The Georgia EPD visited the Transfer Station/Landfill

a) The road department covered debris with clay, erected a fence and gate to prohibit access to Landfill, and posted additional signage, to meet EPD requirements.

b) The Road Department poured a new pad for receiving materials at the Transfer Station/Landfill.

c) We have found two bids on scales for the Transfer Station/Landfill and a method of electrification.

d) The County is prohibited by the Georgia Department Notice of Violation from receiving any tires at the Transfer Station/Landfill.

e) Our Vendor has hauled off two loads of tires in conjunction with the Georgia EPD Violations Notice from the Transfer Station/Landfill Over the next few weeks the vendor will haul off the remaining tires.

f) We are working with Georgia EPD concerning re-permitting our borrow pit from the current mining permit to an inert landfill so as to receive tree and limb debris.

g) Driver's license, vehicle tag, utility bill, tax bill, voter ID are now required for all vehicles entering the Transfer Station/Landfill

Respectfully Submitted,

Chuck Scragg
Interim County Manager
Brantley County Board of Commissioners

On behalf of the staff of:

The County Clerk's Office
The HR/Finance Director
Planning and Zoning
EMS
EMA
Elections Department
Code Enforcement
Roads Department
Recreation Department
Tax Assessor's Office
The Brantley County Library
Brantley County Senior Center

BRANTLEY COUNTY COMMISSION
June 30, 2022
Budget Hearing
2:00 PM

The Brantley County Board of Commissioners held a budget hearing on June 30, 2022, 2:00 PM, in the Commission Office.

Present were Chris Harris, Chairman, Jesse Mobley, Randy Davison, Brian Hendrix and Harold Herndon, Board Members. Also present was Interim County Manager Chuck Scragg. Ms. Kendal Lewis took the minutes.

Chairman Harris called the meeting to order; Commissioner Herndon gave the invocation and led in the pledge of allegiance to the flag.

The Interim County Manager stated that we should have the final tax revenue figures from the tax revaluation for the next budget hearing. The Interim County Manager stated that the revenues look to be up about $1,000,000.00.

The Interim County Manager stated that the proposed budget includes the 2% raise for employees that was approved by the Board for July 2022 as well as a 4% raise for next year.

Commissioner Mobley asked if the increase for ambulance fees is included in the proposed budget. The Interim County Manager stated that it is included as well as an 8% increase for the trash pickup service due to Republic Services increase in cost to the county. This would raise the amount that the county charges to $193.08.

Ms. Kendal Lewis stated that the Contingency is $118,701.47. The Interim County Manager stated that the auditor suggests that the Recreation budget be put back in the General Fund.

Commissioner Mobley stated that the number of Airbnb rentals in the county has grown and asked if the Board should consider placing a tax on these rentals similar to a bed tax. The Interim County Manager stated that he would get some information together for the Board.

The Interim County Manager stated that the Sheriff requested two vehicles which were took out of the proposed budget because they can be purchased using the ARPA funds.

Ms. Kendal Lewis stated that the Firefighters' Association has requested Air EVAC memberships for the volunteers.

Ms. Kendal Lewis stated that the Road Superintendent is requesting a second full time employee for the Transfer Station. The Interim County Manager stated that the Planning and Building Department is requesting a full time Administrative Assistant and a vehicle.

The Interim County Manager stated that he has asked for an extra $6,000 in the Development Authority's budget to assist them with debt service for property acquisition for a new industrial park.

Ms. Kendal Lewis stated that the Recreation Director is requesting a third maintenance person. At the time of the budget workshops, the Recreation Director was requesting an Athletic Director but has decided to leave the position as an Administrative Assistant so the Recreation salaries will decrease from what is currently in the proposed budget for Recreation.

The Interim County Manager stated that some of the Capital Outlay items for the Fire Departments were cut because they can be paid for out of ARPA funds. Ms. Kendal Lewis stated that the revenues for the Fire Departments are 2022 budget numbers because we do not have the final revenues from the Tax Commissioner at this time.

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Kendal Lewis

Kendal Lewis, Deputy Clerk

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on June 7, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

Members voting against the Closed Session were

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

_____ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

_____ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 7th day of June, 2022.

Chris Harris, Chairman

Notary Public

RENE T. HERRIN
NOTARY PUBLIC
EXPIRES
GEORGIA
January 11, 2025
BRANTLEY CO., GA

Brian P. Kemp
Governor

Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

BUDGET AUTHORIZATION FORM

GEORGIA DEPARTMENT OF HUMAN SERVICES
PROCUREMENT/CONTRACTS/VENDOR MGT.
TWO PEACHTREE STREET, N.W. 27TH FLOOR
ATLANTA, GEORGIA 30303-3142

DHS Contract # 42700-93- 20230063

Brantley County Board of Commissioners – Vendor #14565 FROM: 7/1/22 TO: 6/30/23
NAME OF CONTRACTOR (ORIGINAL OR CURRENT DATES)

FEI #: 58-6000787 Contractor's FY End Date: Dec. 31

ORIGINAL OR CURRENT AMOUNT: $ 52,500 (INCLUDE ANY PRIOR AMENDMENTS FOR ENDING DATE AND DOLLARS)

AMOUNT OF AMENDMENT: $ _____

TOTAL AMOUNT TO DATE: $ 52,500

AMENDMENT #: _____ EFFECTIVE DATE: _____ TO: _____

PURPOSE OF CONTRACT/AMENDMENT: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered, environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity

BUDGET SERVICES ONLY

TOTAL AMOUNT OF CONTRACT WILL BE ENCUMBERED AT THE TIME THE CONTRACT IS AWARDED

ACCOUNT	FUND	DEPARTMENT ID	FUND SOURCE	SUB PROGRAM	SPEEDCHART (PROJECT)	CLASS	CFDA #	OBLIGATION/ DEOBLIGATION AMOUNT	TANF FUNDS? (√)
653001	10100	4275704101	01	4380101	01	312		$52,500	

Encumbrance Date: 6/30/23
Last Date Funds Must Be Obligated *(or will lapse)*

Liquidation Date: N/A
Last Date Services Can Be Provided

As the Department's budget representative, responsible for the Family Connection Initiatives, I certify that the funds are available to cover expenditure as indicated.

Myra Kibler
Budget Representative (SIGNATURE)

Myra Kibler
Printed Name

05/02/2022
Date

404 527-7394
Phone No.

STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT

This Contract is entered into between the Department of Human Services and the Contractor named below:
State Entity's Name: Department of Human Services, (hereinafter the "Department" or "DHS")

Contractor's Name: (hereinafter the "Contractor") Brantley County Board of Commissioners	Contractor's Address: 33 Allen Street Nahunta, GA 31553-9316
Contractor's FEI #: 58-6000787	Contractor's Accounting Year End Date: December 31
Contractor's Entity Type: Local Government	

Department Administrative Information

DHS Contract #: 42700-93- Requisition #: N/A	Sub-recipient Y☐N☒ If Y, DUNS #: N/A Vendor Y☒N☐
DHS (state) Financials Vendor ID #:	CFDA #(s): N/A
NIGP Code(s): 95259 Exempt ☐ Intergovt. ☒	☐ RFP ☐ RFQ ☐ Sole Source Event #: N/A
Equip. Inv. Locator #: N/A	Total Options to Renew: N/A
☒ Initial Contract ☐ Emergency	
Summary of Contracted Services: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity.	

Expense ☒ **Revenue** ☐ **No Cost** ☐

Total Obligation: $52,500.00 Federal: $0.00 State: $52,500.00 Match: $0.00 Other: $0.00

Contract Term:

Contract Start Date: July 1, 2022 Contract Expiration Date: June 30, 2023 Contract Fiscal Year: FY 2023

Authorized Person(s) to Receive Contract Notices for DHS:

Georgia Family Connection Partnership, Inc.
Attn: Linda Lunsford
235 Peachtree Street, Suite 1600
Atlanta, Georgia 30303-1422
Telephone #: 404-739-0057
Fax: 404-527-7443

Georgia Department of Human Services
Attn: Pamela Rowie
Two Peachtree Street, N.W., 27th Floor
Atlanta, Georgia 30303-3142
Telephone #: 404-295-3774
Fax: 770-342-7407

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Brantley County Board of Commissioners
Attn: Rene Herrin, County Clerk
PO Box 398
Nahunta, GA 31553-0398
912-462-5256

bcbc@btconline.net

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Brantley County Board of Commissioners
PO Box 398
Nahunta, GA 31553-0398

SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED: (101) 03/07/18

The following words shall be defined as set forth below:

"Administrative Addendum" means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"Contract" means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

"Contractor" means the provider(s) of the Services under the Contract.

"Department" or **"DHS"** means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

"Services" means the services and deliverables as provided in the Contract and described in the Scope of Services.

"State" means the State of Georgia, the Department, and its Divisions/Offices and any other authorized state entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT: (102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION: (103) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION: (104B) 06/27/18

A. CONTACT INFORMATION: The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.

B. CHANGE IN CONTRACTOR INFORMATION: In the event Contractor's address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.

C. CONTRACT SERVICE DELIVERY SITES: This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR: (105A) 03/07/18

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

B. NONDISCRIMINATION IN SERVICE PRACTICES: The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS: The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY: (106) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

PARA #107 CONFLICT OF INTEREST: (107FC) 03/07/18*

A. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

B. Notwithstanding item A above, the following will apply to the Chair of the county Family Connection Collaborative and the Coordinator or Executive Director respectively:

(1) Any individual named as Chair of the county Family Connection Collaborative shall not be running for office or be an elected official of any federal, state, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.

(2) Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any federal, state, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., county Family Connection Fiscal Agent).

PARA #108 INSPECTION OF WORK PERFORMED: (108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #109 USE OF STATE VEHICLES: (109A) 03/07/18

State vehicles shall not be used in the performance of this Contract.

PARA #110 INDEPENDENT CONTRACTOR RELATIONSHIP: (110) 01/06/16

In its relationship with the Department and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

PARA #111 CONTRACT MODIFICATION/ALTERATION: (111) 03/07/18

A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT: (112) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

PARA #113 SEVERABILITY: (113) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #114 TERMINATION: (114) 03/07/18

A. DUE TO NON-AVAILABILTY OF FUNDS: Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.

B. DUE TO DEFAULT OR FOR CAUSE: This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.

C. FOR CONVENIENCE: This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.

D. IMMEDIATE TERMINATION: Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:

(1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.

(2) Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.

(3) Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.

(4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.

(5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law

(6) An assignment is made by the Contractor for the benefit of creditors.

(7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.

(8) The Department deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.

(9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

(10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

PARA #115 COOPERATION IN TRANSITION OF SERVICES: (115) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #116 FORCE MAJEURE: (116) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #117 ACCESS TO RECORDS AND INVESTIGATION: (117) 04/01/13

A. The State and federal government and the Department shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigations, claims, or audit findings involving the records have been resolved.

B. The Contractor agrees that the DHS Office of Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.

C. The Department shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.

D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #118 COLLECTION OF AUDIT EXCEPTIONS: (118A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

PARA #119 DEPARTMENT APPROVAL OF SUBCONTRACTS: (119A) 03/07/18

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution and any such approval given shall be in writing. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the Department for any Federal or State audit disallowances arising from the subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor. The Department's Division/Office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.

PARA #120 PUBLICITY: (120) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

PARA #121 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS: (121A) 03/07/18

Any documents or other material prepared, purchased or in the process of being prepared or purchased by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, license and ownership interest in any such documents or license shall vest in the Department immediately upon their creation or purchase and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

A. INVENTIONS AND PATENTS: The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Department. The Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall determine whether protection of the invention or discovery shall be sought. The Department and such Federal agency(ies) will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

B. COPYRIGHTS: The Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall have the right to exploit such materials as allowed under the copyright laws applicable during the term of this Contract. The Department may, in its sole discretion, allow for the author of such material to retain a portion or all ownership interest in the work. Any such authority

regarding ownership shall be in writing and signed by both parties. The Parties further agree that the Department and Contractor retain all their respective ownership rights to any previously copyrighted materials which are employed in the performance of the Contract and that no Party obtains any right, title or interest in such other Party's works.

C. PUBLICATIONS: All publications, including pamphlets, art work, and reports shall be submitted to the Department electronically.

D. DESIGNATION OF WORK FOR HIRE OR INVENTION FOR HIRE: In the event any inventions, patents, or copyrights are developed by the Contractor as a result of Contractor's performance under this Contract the same shall be deemed a work for hire or invention for hire as defined in Title 17 and Title 35 of the United States Code and all ownership interest therein shall be and remain the property of the Department unless, at the sole discretion of the Department, other ownership rights are established in writing between the Contractor and the Department.

PARA #122 CONSULTANT/STUDY CONTRACT: (122) 03/07/18

A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.

B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.

C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #123 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS: (123) 03/07/18

A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this Contract.

B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.

C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #124 DRUG-FREE WORKPLACE: (124) 03/07/18

A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.

B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

(1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and

(2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".

C. Contractor may be suspended, terminated, or debarred if it is determined that:

(1) The Contractor has made a false certification; or

(2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #125 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING: (125C) 03/07/18

Contractor agrees that no part of state funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #126 CRIMINAL HISTORY INVESTIGATIONS: (126A) 03/07/18

A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent- GAPS system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.

C. Provisions of paragraphs A and B shall not apply to:

(1) Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or

(2) Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #127 AIDS POLICY: (127) 03/07/18

A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #128 INDEMNIFICATION: (128) 03/07/18

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the

Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, procure the insurance policies required by this Contract, in coverage amounts as specified in this Contract, with endorsements waiving rights of subrogation against the State, the Indemnitees, the Funds and insurers participating thereunder.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

Except as otherwise provided, nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against the Department and the state.

PARA #129 PROPERTY MANAGEMENT REQUIREMENTS: (129A) 03/07/18

The Contractor agrees:

A. That all non-expendable personal property purchased, in total or in part, with funds received from the Department during the term of this Contract is property of the State of Georgia and the Department and is subject to the rules and regulations of the Department throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, (OFSS) Asset Management Unit.

B. To adhere to all policies and procedures as promulgated in the DHS Manual 1460: Personal, Property Management, which are by reference made a part of this Contract. Contractor understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

C. That property records shall be maintained accurately and reported on DHS Form #5111, Detailed Equipment Listing, within thirty (30) days after acquisition of such property. Once the #5111 form is complete and returned to the appropriate DHS Division/Office, it will then be forwarded to the Office of Facilities and Support Service Asset Management Unit indicated below:

   Office of Facilities and Support Services
   Attn: Sharon Burrow
   2 Peachtree Street NW, 28th Floor
   Atlanta, Georgia 30303-3142
   ofssassetmanagementunit@dhs.ga.gov

   For any Department owned vehicles operated under this Contract, the Contractor will adhere to procedures detailed in the DHS Transportation Manual. Vehicle utilization information will be submitted as requested by the OFSS Transportation Services Section. The Contractor will utilize Department required systems to input data related to the vehicle as directed.

D. In the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:

   (1) Prepare Property Transfer Form listing all state equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination. For any Department owned vehicles and as directed by the OFSS Transportation Contractors will utilize the Department of Administrative Services Asset Works system to complete the appropriate disposal process.

   (2) Upon notification by the Office of Facilities and Support Services, Asset Management Unit, Contractor agrees to coordinate with the appropriate DHS Division or Office property coordinator to properly dispose of the property following the guidance provided by the Georgia Department of Administrative Services policy. Expenses incurred by the Contractor in the disposition of equipment may be charged to the terminated Contract. For any Department owned vehicles operated under this Contract, upon notification by OFSS Transportation Services Section, the Contractor agrees to complete the appropriate disposal method in the Asset Works system as determined by the Department. All expenses incurred related to the disposal are the responsibility of the Contractor.

The Division property coordinator will confirm, by written notification to the Office of Facilities and Support Services Asset Management Unit, that all surplus property listed on the completed Property Transfer Form has received proper disposition.

PARA #130 FUNDING: (131) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the state of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

PARA #131 PARTIES BOUND: (132) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #132 COOPERATION WITH OTHER CONTRACTORS: (133) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

PARA #133 CONTRACTOR ACCOUNTING REQUIREMENTS: (134) 03/07/18

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #134 TIME OF THE ESSENCE: (135) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

A. Any dates set forth in this Contract or any annex(es) attached hereto;

B. The execution and completion of the services/deliverables as stated in the Scope of Services attached hereto and incorporated herein as Annex A.

PARA #135 ASSIGNMENT AND MERGER: (136) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

SECTION II SPECIAL TERMS AND CONDITIONS: **SECTION IIA**

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS: (201) 3/17/03

WITNESSETH:

The Department has a need for and desires improvement in the lives of Georgia's children and families through community-based collaboration and planning by the provision of services in a more focused and family-centered environment which positively impacts on child health, child development, academic achievement, family functioning and economic capacity. The Contractor has represented to the Department its desire to continue participation in implementation planning and integrated service delivery to accomplish the above collaboration.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Contractor agrees:

1. That the proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto as **Annex A**.

2. To deliver services at sites as described in **Annex A**.

3. To provide Family Connection activities for and services to children and their families in order to:

[X] Improve family functioning, including family stability and reduce incidence of child abuse.

☐ Improve family economic capacity, including job training and employment, housing, and community economic development.

☒ Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.

☐ Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.

☒ Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

4. To submit quarterly expenditure and programmatic/narrative reports as detailed on **Annexes B and C**.

AND

B. The Department will:

1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance and regional and statewide training.

2. Provide state level administrative and specialized assistance support for Family Connection implementation.

3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.

4. Ensure facilitators are available to assist Family Connection collaboratives.

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR: (301C) 03/10/16

The total approved budget for this Contract is $52,500.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed $52,500.00.

PARA #302 CONTRACT BUDGET ANNEX: (302) 03/07/18

A. The budget attached to this Contract as **Annex B, Part 1** is made a part of this Contract.

B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.

C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

_____ Deduction Alternative
_____ Cost Sharing or Matching Alternative
__X__ Additional Cost Alternative
_____ No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION: (303B) 3/10/16

A. The budget total may not be exceeded. However, a plus or minus deviation of 20% within budget line items is authorized.

B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

PARA #304 PROGRAMMATIC REPORT: (304) 4/1/13

The Contractor agrees to submit a quarterly programmatic/performance statistical report prepared no later than the 15th working day after the end of each quarter. The report form to be used is attached to this Contract as **Annex C, Part 1**. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract as **Annex B, Part 2**.

PARA #305 EXPENDITURE REPORT SUBMISSION: (305A) 03/07/18

The Contractor agrees to submit a quarterly expenditure report not later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract as **Annex B, Part 1**.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS SECTION IV

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS: (401) 03/07/18

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as **Annex D** titled, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

B. COMPLIANCE WITH SECURITY MANAGEMENT PROCESS: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.

D. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

E. COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS: Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in **Annex E** titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in **Annex E** titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

F. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.

G. The federal cost principle for determining allowable costs for this Contract is 48 CFR Part 31.2 for contracts with commercial organizations.

H. Fair Labor Standards Act of 1938, as amended.

I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

J. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS: (402B) 03/07/18

Contractors that expend $750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending $750,000 in Federal Funds and/or more than $100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least $25,000 but less than $100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
Two Peachtree Street, N.W., 30th Floor
Atlanta, Georgia 30303-3142
Or email to dhs.financialreviews@dhs.ga.gov

Contractor understands that according to the provisions of this Contract and as described in the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions, failure to comply with the above audit and financial reporting requirements could be cause for DHS to suspend payments, to terminate this Contract, to require a refund of all monies received under this Contract and to prohibit the Contractor from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHS or the Georgia Department of Audits and Accounts

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"): (403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the Contractor to provide services pursuant to this Contract.

A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).

B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.

C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.

D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.

E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:

(1) Whether or not client's health, safety and welfare are adequately protected;
(2) That the response to the situation and event was reasonable and appropriate;
(3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
(4) That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.

F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract

G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.

H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.

I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 ENTIRE UNDERSTANDING: (405) 03/07/18

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:
PARA #501 CONTRACT ANNEX INCLUSION: (501) 03/10/16

This Contract includes annexes as listed below, which are hereto attached:

Annex A - Part 1	Contract Cover Page
Annex A - Part 2	Fiscal Agent Designation and Acceptance Form
Annex A - Part 3	Plan Summary for FY 2023
Annex A - Part 4	FY 2023 Budget Proposal
Annex B - Part 1	Contract Budget and Cumulative Expenditure Report FY 2023
Annex B - Part 2	Quarterly Subcontractor Report
Annex C - Part 1	Family Connection Quarterly Narrative Report
Annex C - Part 2	Status Report FY 2023 Plan of Action
Annex D	HIPAA Business Associate Agreement
Annex E	Security and Immigration Compliance
Annex F	Notice Concerning Critical Incident Reporting

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Brantley County Board of Commissioners

CONTRACTS WITH COUNTIES

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

I, the undersigned Commissioner of **Brantley** County, certify that this contract is entered in Book No. ___, Page No. ___, of the official minutes of the Commission of Brantley County.

CONTRACTOR EXECUTION:

Signature

06/09/22
***Date signed by Contractor

Chris Harris
*Typed name of individual signing

Chairman, Commission of
Brantley County

DATE: 06/09/22

Signature

Rene' Herrin
Typed name of individual signing

County Clerk
**Title

*Must be Chairman or sole Commissioner.
**Must be Clerk of Commission.

DEPARTMENTAL EXECUTION:

Department of Human Services

Deputy Chief of Staff

Jul 5, 2022
Date signed by the Department

Annex A Part 1

Family Connection
CONTRACT COVER PAGE

FY 2023 Annual Plan
(July 01, 2022 - June 30, 2023)

County: Brantley

Region: Region 11

Name of Collaborative: Brantley County Family Connection, Inc.

Coordinator or Contact Person:	**Collaborative Chairperson:**
Name: Laura Kelley	Name: Zina Ponsell
Title: Executive Director	Title: Volunteer
Mailing Address: P.O. Box 1011	Mailing Address: Retired P.O. Box 43
City:Nahunta 9 digit zip: 31553-1011	City: Mershon 9 digit zip: 31551-0000
Street Address (if different): 10305 N. Main Street	Street Address (if different): 3805 Lowman Road
City:Nahunta 9 digit zip: 31553-0129	City: Mershon 9 digit zip:31551-0000
Phone: (912)462-5979	Phone: (912)281-4405
Fax:	Fax:(912)462-8528
Email: bcfc@btconline.net	Email: zponsell@yahoo.com

Brantley County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000787
Federal Identification Number of Fiscal Agent
(Required)

December 31
Fiscal Agent's Fiscal Year End
Month & Day

$52500

Fiscal Agent Information **County: Brantley**

The Brantley County Board of Commissioners agrees to serve as the fiscal agent for Brantley County Family Connection, Inc. for the period of July 01, 2022 - June 30, 2023.

The fiscal agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.

Reports are to be submitted to:

Contract Manager
Family Connection Partnership
235 Peachtree Street, Suite 1600
Atlanta, GA 30303-1422

THIS PAGE IS PROVIDED FOR INFORMATIONAL USE ONLY.

Person authorized to sign for Fiscal Agent:
Name: Rene Herrin
Title: County Clerk

Contract will be emailed to:
Name: Rene Herrin
Email: bcbc@btconline.net

Fiscal Agent Information

Fiscal Agent's Fiscal Year End:
Month: December Day: 31

Fiscal Agent's FEI#: 58-6000787

Legal Name of Fiscal Agent Entity:

Brantley County Board of Commissioners

Street Address (cannot be a P.O. Box):

33 Allen Street,

City, State, 9 digit zip code:

Nahunta,GA,31553-9316

Telephone: 912-462-5256
Fax:

Fiscal Agent Contact Person:

Name: Rene Herrin

Title: County Clerk

Telephone: 912-462-5256
Fax:
Email: bcbc@btconline.net

Mailing Address if different from street address:
PO Box 398,
Nahunta,GA,31553-0398

Family Connection
PLAN SUMMARY for FY 2023

County: Brantley

I. Core Collaborative Functions

The Brantley County Family Connection, Inc. collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

II. Results for Children and Families
Goal: Improved conditions for children and families in Brantley County
Outcome: Improved Children, Youth and Family quality of relationships and stability.
Indicator
Teen pregnancies, ages 15-17 (per 1,000) [HC4]
Students who graduate from high school on time [CS5]
Children with a substantiated incident of abuse (per 1,000) [SF3a]
Children with a substantiated incident of neglect (per 1,000) [SF3b]
Children with a substantiated incident of abuse and/or neglect (per 1,000) [SF3]
Other [LD10] Children with substantiated Child Abuse and neglect Incidents with Substance Abuse Indicators.
Strategy: Brantley County Family Connection through engaged partners, will provide an array of educational and prevention supports to improve children, youth and family quality of relationships and stability.

Budget Proposal FY23

County: Brantley

Expense Type	Family Connection Budget Allocation	Description of Expenses		
Personal Services	$0	Position Title		Cost
Regular Operating	$3052	List of expenses		Total Cost
		To include State Annual Registration, Post office box rental, Meeting notices and materials for Collaborative/Strategy Teams, and meeting space, Membership Fees, Office supplies and materials including copy paper/supplies/printer supplies and software upgrades, Subscriptions, local newspapers, Training and registration fees and CPA fee.		$3,052.00
Travel	$0	List of expenses		Total Cost
				$0.00
Equipment	$0	Equipment		Cost
Per Diem, Fees & Contracts	$32975	Legal Name of Contractor	Description of Services/Deliverables	Cost
		Dawn M. Deen, Executive Director	Contract support to the Collaborative in planning, implementation and evaluation of the community plan; includes travel of $450.	$20,990.00
		Laura W. Kelley, Executive Advisor	Contract support to the Coordinator/Executive Director in planning, implementation and evaluation of the community plan; includes travel of $150.	$11,985.00
Tele-communications	$1188	List of expenses		Total Cost
		12-month dedicated line and internet service @ approximately $99.00 per month.		$1,188.00
Other	$15285	List of expenses		Total Cost
		Father Daughter Event, Junior Police Academy, Listening and Learning, Literacy Project, Paint the County, Teen Maze and Youth Leadership Brantley.		$15,285.00
TOTAL	$52500			

Annex B Part 1

Quarterly Expenditure Report FY23

County: Brantley	Contract #:
Fiscal Agent: Brantley County Board of Commissioners	Quarter #:

Sign and date report, and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ___	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	$0				
Regular Operating	$3052				
Travel (staff)	$0				
Equipment	$0				
Per Diem, Fees & Contracts	$32975				
Telecom-munications	$1188				
Other:	$15285				
TOTAL	$52,500				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.

Fiscal Agent Signature

Collaborative Chairperson Signature

Print Name

Print Name

Date:

Date:

For Office Use Only:
Date Received at Georgia Family Connection Partnership _____ **Initials** _____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Annex B Part 2

Quarterly Subcontractor Report FY23

County: Brantley	Contract #:
Fiscal Agent: Brantley County Board of Commissioners	Quarter #:

- Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.
- The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.
- This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).
- Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
Total Amount Expended this Quarter for all subcontractors/vendors ***(Note: This amount should equal the requested reimbursement amount in Per Diem Fees & Contracts on Annex B-1)***			

[Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.]

_____
Fiscal Agent Signature

_____
Print Name

Date:_____

For Office Use Only:
Date Received at
Georgia Family Connection Partnership _____ **Initials**_____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Annex C Part 1

Quarterly Narrative Report FY23

County: Brantley	**Contract #:**
Fiscal Agent: Brantley County Board of Commissioners	**Quarter #:**
	Date:

Strategy Implementation
Strategy 1
Strategy 2
Strategy 3
Strategy 4
Strategy 5

Collaborative Chairperson Signature

Collaborative Coordinator Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only:
Date Received at Georgia Family Connection Partnership_____Initials_____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Family Connection
Status Report
FY 2023 Plan of Action (if Required)

County: Brantley	Contract #:
Fiscal Agent: Brantley County Board of Commissioners	Quarter #:
	Date:

This is to verify that the development of the FY 2023 Plan of Action for the above referenced county has been completed as required.

_____
Signature, Community Support Team Leader

_____
Date

Attach this Status Report to the Quarterly Report.

For Office Use Only:
Date Received at Family Connection Partnership _____ Initials _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and **Brantley County Board of Commissioners** (hereinafter referred to as "Contractor") as an annex to **Contract No.** _____ between DHS and Contractor (hereinafter referred to as "Contract"). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.

2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:

   A. Use PHI for internal quality control and auditing purposes.

   B. Use or disclose PHI as Required by Law.

   C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).

3. Contractor warrants that only individuals designated by title or name on Annex D-1 and Annex D-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

4. Contractor warrants that the individuals listed by title on Annex D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex D-1 are impermissible.

5. Contractor warrants that the individuals listed by name on Annex D-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex D-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

   A. At DHS:

   Jamila Coleman
   DHS HIPAA Privacy Officer
   Office of General Counsel
   privacy@dhs.ga.gov
   404-463-0363

   Randy C. Coleburn
   DHS Chief Information Security Officer
   Randy.Coleburn@dhs.ga.gov
   404-651-9876

   B. At Contractor: Rene Herrin
   Brantley County Board of Commissioners
   County Clerk
   912-462-5256
   bcbc@btconline.net

8. **Contractor agrees that it will:**

   A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.

C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.

D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex D-1 and Annex D-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.

E. Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.

F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.

G. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.

H. Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

   i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;

   ii. the inadvertent disclosure of PHI from a person designated in Annex D-1 or Annex D -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex D-1 or Annex D-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.

I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;

ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved

iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;

iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;

v. What steps individuals who may have been harmed by the incident might take to protect themselves; and

vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS's request for proof of implementation.

J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.

O. In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.

P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.

Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or

regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.

S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of $300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. **DHS agrees that it will:**

A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.

B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.

C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.

D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:

i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;

ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. **Effect of Termination.**

i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.

ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.

iii. This Effect of Termination section survives the termination of the Agreement.

11. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

12. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. **All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on next page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Brantley County Board of Commissioners

BY: _____ 10/09/22
SIGNATURE DATE

Chris Harris

Chairman
TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

ANNEX D-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A**:

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex D-1 as needed and provide the updated form to DHS Project Leader Contact.

ANNEX D-2

Part 1:
Please initial beside the correct option. Please select only one option.

CH Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:
Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex D-2 as needed and provide the updated form to DHS Project Leader Contact.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

/ executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating firmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Dawn M. Deen on behalf of Dawn M Deen/Brantley County Board of Commission has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

___744509_____
Federal Work Authorization User Identification Number

___01/13/2014_____
Date of Authorization

_Dawn M. Deen _____
Name of Subcontractor

rantley County Family Connection ___
me of Project

_Dawn M. Deen/Brantley County Board of Commission ___
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 31, 2022 in Nahunta, GA.

Dawn Deen
Signature of Authorized Officer or Agent

Dawn M. Deen, Executive Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 31st DAY OF May, 2022

Maya D. Nabb
NOTARY PUBLIC

Commission Expires:

October 27, 2024

MAYA D. NABB
NOTARY
PUBLIC
EXP. OCT. 27, 2024
WAYNE COUNTY, GA

ANNEX ___

Brian P. Kemp
Governor

Robyn A. Crittenden
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Contractor Name: **Dawn M. Deen** _____

RE: Security and Immigration Compliance – Purchase of Services $2,499.99 or More

Dear Sir or Madam:

The Department of Human Services (DHS), among other public employers in Georgia, is required to ensure that its Contractors comply with the provisions of Title 13, Chapter 10, Article 3 titled Security and Immigration Compliance. See Senate Bill 160 at http://www.legis.ga.gov/Legislation/en-US/display/20132014/SB/160.

Accordingly, DHS is required to obtain the sworn affidavit herein provided for purchases of services which exceed $2,499.99. The Contractor's representative must complete the information in the spaces provided on the form titled "Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)" and sign on behalf of the Contractor in the presence of a notary public.

Contractor should return the Contractor Affidavit to DHS. The Subcontractor and Sub-Subcontractor Affidavits should not be returned. They are to be used by you as the Contractor. If additional copies of the forms are needed, they can be found at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html. Again, do not return the Subcontractor and Sub-Subcontractor Affidavits.

If you are an individual (non-entity) claiming an exemption under Option 1 or Option 2 below, check the appropriate option, sign, date and r n this letter to DHS with a copy of your driver's license (Option 1 only).

Please return the required documents immediately to permit DHS to report compliance in a timely manner. Questions concerning compliance with or exemption from Title 13, Chapter 10, Article 3 must be directed to your legal advisor. We appreciate your prompt consideration of this matter.

Claim of Exemption ***(check only one (1) option, if applicable)***

____ **Option 1: Applies only to licensed professionals (individuals only-not entities) such as Attorneys, Pharmacists, Certified Public Accountants, etc.**

As an individual (non-entity) Contractor who is licensed pursuant to the Official Code of Georgia, Annotated (O.C.G.A.) Title 26 or Title 43 or by the State Bar of Georgia (Attorneys), in good standing, and who has contracted with DHS to render such licensed professional services, I am exempt from providing the affidavit required by O.C.G.A. Title 13, Chapter 10, Article 3.

__X__ **Option 2: Applies only to Contractors with Zero (0) Employees**

As a Contractor who has zero (0) employees and has no intent to hire employees during the project period, in lieu of the affidavit required by O.C.G.A. 13-10-91(b), I am submitting a copy of my state issued driver's license or identification card. The driver's license or identification card is issued by a state that verifies lawful immigration status prior to issuance.

__X__ **Copy of Driver's License or Identification Card is Attached for Option 2** ***(not required for Option1)***.

_Dawn M. Deen _____
Individual's Printed Name

Dawn Deen _____
Individual's Signature

___05-31-2022_____
Date Signed

Attachments: Contractor, Subcontractor and Sub-Subcontractor Affidavit Forms

GEORGIA
DRIVER'S LICENSE

DRIVER'S LICENSE

DL

Governor:

4d DL NO. 054700078 3 DOB 10/08/1980
9 CLASS C 4b EXP 10/08/2028
2 DAWN MARIE
1 DEEN

8 74 OLETA DR
WAYCROSS, GA 31503-3222
BRANTLEY
12 REST B
9a END NONE
4a ISS 07/28/2020
15 SEX F 18 EYES BLU
16 HGT 5'-09" 17 WGT 195 lb

Commissioner:

5 DD 4250142241500321 33

ORGAN DONOR

10002623057

www.dds.georgia.gov

MEDICAL INFORMATION: NONE

CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included

ENDORSEMENTS: NONE

RESTRICTIONS: B-Corrective lenses required

DOB: 10/08/1980

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, statin affirmatively that the individual, firm or corporation which is engaged in the physical performance of services unde contract with Laura W. Kelley on behalf of Laura W. Kelley/Brantley County Board of Commission has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_721936_____
Federal Work Authorization User Identification Number

_11/01/13_____
Date of Authorization

_Laura W. Kelley _____
Name of Subcontractor

_Brantley County Family Connection ___
Name of Project

_Laura W. Kelley/Brantley County Board of Commission ___
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _May 31__, 202 2__ in __ Nahunta __, __GA__.

Laura W. Kelley
Signature of Authorized Officer or Agent

_Laura W. Kelley, Executive Advisor ___
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 31 DAY OF May , 202 2 .

Maya D Nabb
NOTARY PUBLIC

My Commission Expires:

October 27, 2024

MAYA D. NABB
NOTARY
PUBLIC
EXP. Oct. 27, 2024
WAYNE COUNTY, GA

ANNEX ___

Brian P. Kemp
Governor

Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Contractor Name: _____Laura W. Kelley_____

RE: Security and Immigration Compliance – Purchase of Services $2,499.99 or More

Dear Sir or Madam:

The Department of Human Services (DHS), among other public employers in Georgia, is required to ensure that its Contractors comply with the provisions of Title 13, Chapter 10, Article 3 titled Security and Immigration Compliance. See Senate Bill 160 at http://www.legis.ga.gov/Legislation/en-US/display/20132014/SB/160.

Accordingly, DHS is required to obtain the sworn affidavit herein provided for purchases of services which exceed $2,499.99. The Contractor's representative must complete the information in the spaces provided on the form titled "Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)" and sign on behalf of the Contractor in the presence of a notary public.

Contractor should return the Contractor Affidavit to DHS. The Subcontractor and Sub-Subcontractor Affidavits should not be returned. They are to be used by you as the Contractor. If additional copies of the forms are needed, they can be found at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html. Again, do not return the Subcontractor and Sub-Subcontractor Affidavits.

If you are an individual (non-entity) claiming an exemption under Option 1 or Option 2 below, check the appropriate option, sign, date and return this letter to DHS with a copy of your driver's license (Option 1 only).

Please return the required documents immediately to permit DHS to report compliance in a timely manner. Questions concerning compliance with or exemption from Title 13, Chapter 10, Article 3 must be directed to your legal advisor. We appreciate your prompt consideration of this matter.

Claim of Exemption ***(check only one (1) option, if applicable)***

___ **Option 1: Applies only to licensed professionals (individuals only-not entities) such as Attorneys, Pharmacists, Certified Public Accountants, etc.**

As an individual (non-entity) Contractor who is licensed pursuant to the Official Code of Georgia, Annotated (O.C.G.A.) Title 26 or Title 43 or by the State Bar of Georgia (Attorneys), in good standing, and who has contracted with DHS to render such licensed professional services, I am exempt from providing the affidavit required by O.C.G.A. Title 13, Chapter 10, Article 3.

_X__ **Option 2: Applies only to Contractors with Zero (0) Employees**

As a Contractor who has zero (0) employees and has no intent to hire employees during the project period, in lieu of the affidavit required by O.C.G.A. 13-10-91(b), I am submitting a copy of my state issued driver's license or identification card. The driver's license or identification card is issued by a state that verifies lawful immigration status prior to issuance.

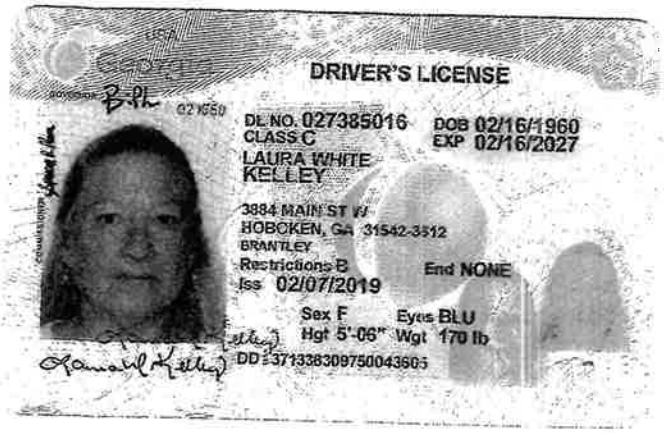
_X__ **Copy of Driver's License or Identification Card is Attached for Option 2** ***(not required for Option1)***.

_Laura W. Kelley_____
Individual's Printed Name

Laura W. Kelley
Individual's Signature

05/31/2022
Date Signed

Attachments: Contractor, Subcontractor and Sub-Subcontractor Affidavit Forms

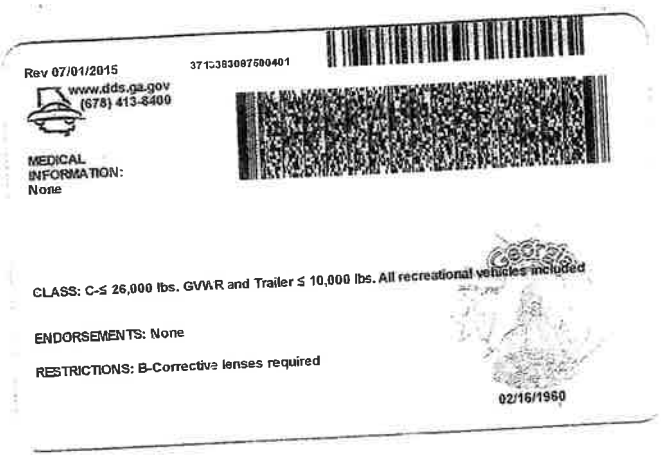


DRIVER'S LICENSE

DL NO. 027385016 DOB 02/16/1960
CLASS C EXP 02/16/2027
LAURA WHITE
KELLEY

3884 MAIN ST W
HOBOKEN, GA 31542-3512
BRANTLEY
Restrictions B End NONE
Iss 02/07/2019

Sex F Eyes BLU
Hgt 5'-06" Wgt 170 lb
DD 371338309750043605



Rev 07/01/2015 371338309750040 1

www.dds.ga.gov
(678) 413-8400

MEDICAL
INFORMATION:
None

CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included

ENDORSEMENTS: None

RESTRICTIONS: B-Corrective lenses required

02/16/1960

BRANTLEY COUNTY COMMISSION
July 5, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on July 7, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison and Jesse Mobley Board Members; County Manager, Bryan Singleton, Interim County Manager, Chuck Scragg and County Attorney, Deen Strickland. Commissioner Hal Herndon was absent.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Mobley seconded the motion. Commissioner Davison made a motion to amend the agenda to add as item 2a "Authorize four (4) RFPs for the old EMS and EOC building for re-wiring, mold abatement, drywall replacement and HVAC". Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only
No one spoke

Public Participation – Speakers added to public participation agenda
Brittany Hanchey - Paloma Street - Not in attendance

AGENDA

1. Consideration of off-premises beer and wine license and off-premises distilled spirits license for Jason Daniel Underwood and Sunni R. Underwood

The Interim County Manager informed the Board that everything is in compliance and recommends to approve. Regular Agenda

2. Consideration of off premises beer and wine license for Aaron Kapfer

The Interim County Manager informed the Board that everything is in compliance and stated he went out to the property made sure of the boundaries he recommends to approve. Regular Agenda

2a. Authorize four (4) RFPs for the old EMS and EOC building for re-wiring, mold abatement, drywall replacement and HVAC

The County Manager stated that the roof will be replaced in a couple of weeks and would like to put out RFPs for the re-wiring, mold abatement, drywall replacement and HVAC in four (4) separate RFP's.
Consent Agenda

3. Board Appointments

Department of Family Children Services – Kaye Thomas
Forestry Board– Randy Davison

The Interim County Manager stated these board positions are up for renewal.
Consent Agenda

4. Appointment of Deputy Clerk

The Interim County Manager stated that the County needs to have a Deputy Clerk in place. Ms. Taylor Sheppard would like to be appointed. Consent Agenda

5. Consideration of bids to construct a pavilion at the recreation department

The Interim County Manager stated that the bid from M&M Builders was lowest in the amount of $29,850.00. Regular Agenda

6. Consideration of bid for recreation irrigation system

The Interim County Manager informed the Board that two bids were received one from Green Sea Coastal in the amount $42,550.00 and another one with specifications but no cost. The Interim County Manager will try and get the rest of the information by Thursday. Regular Agenda

7. Discussion on dates for Town Hall meetings

The Interim County Manager would like to suggest to the Board that the meetings be scheduled for later in September due to the digest and budget hearings.
Consent Agenda

8. Lease/purchase of restroom facility at courthouse

The Interim County Manager informed the Board that the Judges would like to have more restrooms; they requested six (6) more restrooms. The Interim County Manager suggested for the Board to purchase the facilities instead of leasing. Regular Agenda

9. Approval of grant for airport

The Interim County Manager stated that GDOT has allocated state funding in the amount of $56,250.00 for design T-hanger taxiway and concrete slab for a 10-unit hanger building. The cost to the County will be approximately $18,750.00. Regular Agenda

10. Consideration of application fee of $25.00 for culverts installed by County

The Interim County Manager informed the Board that the application fee of $25.00 will be for approval of the installation. Regular Agenda

11. Approval of change order for paving Little Buffalo Creek Road

The Interim County Manager stated that since the contract was approved back in 2020; pricing has increased. The Little Buffalo Creek Road project updated pricing will be approximately $116,631.34; which can be paid for with TSPLOST funds. Regular Agenda

12. County Manager report - The Interim County Manager report is attached.

13. Executive Session – Personnel / Litigation/Real Estate

Commissioner Mobley made a motion to go into executive session to discuss personnel. Commissioner Davison seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was personnel, litigation and real estate; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

14. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried. There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
REGULAR MEETING
JULY 7, 2022
6:00PM

The Brantley County Board of Commissioners held a regular meeting on July 7, 2022; 6:00pm in the Commission Office.

Present were Chris Harris, Chairman, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon. Also present were Bryan Singleton, County Manager Chuck Scragg, interim County Manager and Deen Strickland, County Attorney.

Chairman Harris called the meeting to order, gave invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the June 2022 minutes. Commissioner Herndon seconded the motion. All in favor. Motion Carried.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Mobley seconded the motion. Commissioner Davison made a motion to amend the agenda to add as item 1a. "Authorize for a job status change for Chuck Scragg from consultant to Interim Assistant Manager."

Commissioner Hendrix made a motion to approve the agenda. Commissioner Herndon seconded the motion. All in favor. Motion carried.

CONSENT AGENDA

Authorize four (4) RFPs for the old EMS and EOC building for re-wiring, mold abatement, drywall replacement and HVAC".

Board Appointments
Department of Family and Children Services- Kaye Thomas
Forestry Board- Randy Davison

Appointment of Deputy Clerk- Taylor Sheppard

Dates for the Town Hall meetings to be scheduled in late September due to the digest and budget hearings

Commissioner Hendrix made a motion to approve the consent agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

REGULAR MEETING

1. Consideration of off-premises beer and wine license and off-premises distilled spirits license for Jason Daniel Underwood and Sunni R. Underwood

The Interim County Manager informed the Board that everything is in compliance and recommends to approve. Commissioner Hendrix made a motion to approve the license. Commissioner Mobley seconded the motion. All in favor. Motion carried.

1A. Authorization for a job status change for Chuck Scragg from consultant to Interim Assistant Manager

Commissioner Hendrix made a motion to authorized the job status change. Commissioner Herndon seconded the motion. All in favor Motion carried.

2. Consideration of off premises beer and wine license for Aaron Kapfer

The Interim County Manager informed the Board that everything is in compliance and stated he went out to the property made sure of the boundaries he recommends to approve. Commissioner Hendrix made a motion to approve the license. Commissioner Mobley seconded the motion. All in favor. Motion carried.

3. Consideration if bids to construct a pavilion at the recreation department using ARPA Funds

Commissioner Davison made a motion to approve the bid from M&M Builders in the amount of $29,850.00. Commissioner Mobley seconded the motion. All in favor motion carried.

4. Consideration of bid for recreation irrigation system

Commissioner Davison made a motion to approve the bid from Green Sea Coastal in the amount of $42,550.00 to be paid out of SPLOST funds. Commissioner Mobley seconded the motion. All in favor motion carried.

5. Lease/ purchase of restroom facility at courthouse

Commissioner Davison made a motion to purchase six (6) facilities instead of leasing; to be paid out of ARPA funds. Commissioner Mobley seconded the motion. All in favor. Motion carried.

6. Approval of grant for airport

Commissioner Mobley made a motion to approve a state funding grant from GDOT in the amount of $56,250.00 for design T-hanger taxiway and concrete slab for a 10-unit hangar building. The cost to the County will be approximately $18,750.00. Commissioner

Herndon seconded the motion. All in favor. Motion carried.

7. Consideration of application fee of $25.00 for culverts installed in county

Commissioner Herndon made a motion to approve the application fee of $25.00. Commissioner Davison seconded the motion. All in favor. Motion carried.

8. Approval of change order for paving Little Buffalo Creek Road

Commissioner Hendrix made a motion to approve payment of $116,631.34 for The Little Buffalo Creek Road project due to pricing increase from the original contract dated in 2020. Commissioner Herndon seconded the motion. All in favor. Motion carried.

9. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: _____
Taylor Sheppard, Deputy County Clerk

BRANTLEY COUNTY COMMISSION
July 14, 2022
Budget Public Hearing
5:30 PM

The Brantley County Board of Commissioners held a work session on July 14, 2022, 5:30PM, in the Commission Office.

Present were Chairman Chris Harris, Randy Davison, Jesse Mobley and Hal Herndon, Board Members; County Manager, Bryan Singleton and Interim Assistant County Manager, Chuck Scragg. Commissioner Hendrix were absent.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

1. Budget Public Hearing

The County Manager stated that no figures have been changed from the last budget meeting. The Interim stated that the Recreation Department's budget has been included as to the advice of the auditors.

2. Adjournment

Commissioner Herndon made a motion to adjourn. Commissioner Mobley seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
Called Meeting
July 14, 2022
6:00 PM

The Brantley County Board of Commissioners held a called meeting for the purpose of an executive session concerning litigation on July 14, 2022.

Present were Chris Harris, Chairman, Jesse Mobley, Hal Herndon and Randy Davison, Board Members. Also present was County Manager, Bryan Singleton, Assistant County Manager, Chuck Scragg and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

AGENDA

1. Consideration of purchasing new vehicles

The County Manager informed the Board that the County can purchase one (1) 2022 Ford F-150 Crew Cab and one (1) 2022 Ford Interceptor one for $37,800.00 and the other for $35,600.00 for the Sheriff's Department; two (2) 2022 Ford SUVs in the amount of $38,850.00 each, one for the Commissioners' office and one for the Tax Assessors' office; and one 2022 For F150 for $38,200.00 for the Road Department. These vehicles can be paid with ARPA funds. Commissioner Davison made a motion to approve the purchases. Commissioner Herndon seconded the motion. All in favor. Motion carried.

2. Consideration of declaring Parcel NA02 059, on Rainge Street, Nahunta, GA as surplus

The County Manager informed the Board the County will have to be advertised and sealed bids will be required as to GA law. Commissioner Mobley made a motion to declare Parcel NA02 059 as surplus. Commissioner Davison seconded the motion. All in favor. Motion carried.

Commissioner Mobley made a motion to go into executive session. Commissioner Davison seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was litigation, personnel and real

estate; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Herndon seconded the motion. All in favor. Motion carried.

Chairman Harris had to leave the meeting before reconvening from executive session. Commissioner Davison stated that information was received no action taken.

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
July 28, 2022
Budget Meeting
5:30 PM

The Brantley County Board of Commissioners held a called meeting on July 28, 2022, 5:30 PM, in the Commission Office.

Present were Vice Chairman, Brian Hendrix, Hal Herndon, Randy Davison and Jesse Mobley, Board Members. Also present was Bryan Singleton, County Manger, Assistant County Manager, Chuck Scragg. Chairman, Chris Harris was absent.

Vice Chairman Hendrix called the meeting to order; Commissioner Herndon gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

The County Manager advised the purpose of this meeting is to adopt the 2023 budgets for local government and fire districts; set the proposed millage rate in the incorporated and unincorporated areas and to set the 2023 public safety user fee and set the 2023 garbage fee.

The County Manager informed the Board the with increases such as fuel and oil and the garbage fee this is a balanced budget.

During the discussion, Assistant Interim County Manager, Chuck Scragg explained the difference between a Digest "Roll Back" and a Digest "Tax Increase". He stated that in the mid 2000s, the Georgia General Assembly changed the way counties had to advertise the Tax Digest. The General Assembly tends not to be a fan of property tax. They want the counties to use, the insurance and other refunds and the appreciation of the tax base due to growth, to "roll back" the millage rate to make the millage tax rate lower than the year before, and the year before that, etc. If a county wants to keep the millage tax rate the same as the previous years' rate, then they must advertise in the local legal organ newspaper and on their website they are increasing taxes. Yes the entire tax base increases, but the millage "tax rate" does not for individual property owners. The rate is the same as last year's. However, with having to hold three hearings and advertise three times, with a prescribed press release that the Board of Commissioners are increasing taxes, it tends to cause an uproar among the citizens. Reassessments are generally the reason for increased individual property owners' taxes to be higher. If you keep the millage tax rate the same, it is not a tax increase in reality, but we are required to advertise that it is a tax increase. This "roll back" budget is based on the county's incorporated millage rate go from a 2021 rate of 17.731 to this year's rate of 17.176 and the county unincorporated millage rate for from

a 2021 rate of 13.23 to this year's 2022 rate of 12.906. This "roll back" eats into a county's revenue stream over time and tends to affect county services. Over the last five years, for instance, the Brantley has "rolled back" approximately $425,000 in property tax revenues. This year's effect will roll back approximately $100,000. This means that even though the county is growing and the existing and new residents want more in services, there is no additional on-going monies to fund many of the regular and additional programs or projects they desire. This includes paving roads, and maintaining dirt roads. It also means that the wages paid employees are less than the surrounding counties and it is more difficult to keep and recruit quality employees. This affects the customer service aspect of citizens expectations. Low wages affects the EMS and Road Departments more than others.

Commissioner Davison asked about the $6,000.00 budget in the Development Authority's budget. The Assistant County Manager stated that the County is making a loan to purchase some property to the Development Authority for another industrial park. Commissioner Davison stated this is with the Revolving Loan funds. The Assistant County Manager stated the $6,000.00 helps the Development Authority with their debt service; which is paid back to the County. Commissioner Davison stated the Development Authority will pay back the County; the Assistant Manager stated the $6,000.00 is at 1% interest which will be paid back to the County by the Development Authority.

The County Clerk has list of motions and resolutions that need to be adopted.

Commissioner Mobley made a motion to adopt a resolution approving the General Fund revenue budget for the year 2023 at $13,504,406.86. Commissioner Davison seconded the motion. Motion carried.

Commissioner Mobley made a motion to adopt a resolution approving the General Fund expenditure budget for the year 2023 at $3,504,406.86. Commissioner Herndon seconded the motion. Motion carried.

Commissioner Mobley made a motion to adopt the resolutions for the following budgets.

E911 Fund	354,609.05
Drug Abuse Treatment And Education Fund	12,000.00
Capital Projects Fund	136,000.00
Jail Fund	20,000.00
DFCS Maintenance Fund	7,050.00

Commissioner Davison seconded the motion. Motion carried.

Commissioner Mobley made a motion to set the proposed county wide gross millage in the unincorporated area at 20.910 mills, less 3.7400 mills for the insurance premium tax rollback, less 4.2700 mills for the local options sales tax rollback for a net M & 0 millage for unincorporated Brantley County at 12.9060 mills. Commissioner Hendrix seconded the motion. Motion carried.

Commissioner Mobley made a motion to set the proposed gross millage in the incorporated area at 20.9160 mills, less 3.7400 mills for the local option sales tax rollback for a net M & 0 Millage of 17.1760. (excludes insurance premium tax rollback which city receives directly.) Commissioner Davison seconded the motion. Motion carried.

Commissioner Herndon made a motion to adopt a resolution approving the budgets for the volunteer fire departments as follows and setting the proposed millage in each special tax district at 1.25 mills. Commissioner Herndon seconded the motion. Motion carried.

Calvary VFD	$ 39,285.00	1.25
Waynesville VFD	$ 99,500.00	1.25
Hortense VFD	$ 54,000.00	1.25
Nahunta VFD	$ 127,958.23	1.25
Hoboken VFD	$ 54,550.00	1.25

Commissioner Davison made a motion to set the Public Safety User Fee that will be calculated so that every parcel in the unincorporated and incorporated areas of the county (excluding cemeteries) shall receive a fee of $34.24 plus a $94.44 fee for every residential structure commercial structure, mobile home or other mobile home device or structure, being used as a residence on it; all unincorporated parcels, 25 acres or more with no improvements (i.e. no residential, mobile home or commercial structure) will be assessed the additional $94.44 fee. Commissioner Mobley seconded the motion. Motion carried.

Commissioner Mobley made a motion to set the 2023 garbage collection fee at $16.10 per month with the annual payment being $193.10. Commissioner Davison seconded the motion. Motion carried.

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in Favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
Called Meeting
July 28, 2022
6:00 PM

The Brantley County Board of Commissioners held a called meeting for the purpose of an executive session concerning litigation on July 28, 2022.

Present were Vice Chairman, Brian Hendrix, Jesse Mobley, Hal Herndon and Randy Davison, Board Members. Also present was County Manager, Bryan Singleton, Assistant County Manager, Chuck Scragg and County Attorney, Deen Strickland. Chairman Chris Harris was absent.

Vice Chairman Hendrix called the meeting to order; Bryan Singleton, County Manager, gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

AGENDA

1. Executive Session – Litigation/Personnel/Real Estate

Commissioner Mobley made a motion to go into executive session. Commissioner Davison seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Herndon made a motion to affirm matters discussed in Closed Session which was litigation, personnel and real estate; and directed the Vice Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Mobley seconded the motion. All in favor. Motion carried.

Vice Chairman Hendrix stated that information was received no action taken.

2. Consideration of any motions

Commissioner Mobley made a motion to approve the purchase of approximately 66 acres west of the airport, owned by Timbervest LLC/Domain Holdings, for the price of approximately $241,000.00; with sixty (60) days due diligence and 5% down. The purchase is for providing additional space at the airport; also for a new fire station by the airport and to pay out of ARPA funds. Commissioner Herndon seconded the motion. All in favor. Motion carried.

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin, County Clerk

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on July 5, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

Commissioner Herndon absent

Members voting against the Closed Session were

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

✓ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

____ Other

This the 5th day of July, 2022.

Chris Harris, Chairman

Rene T Herrin
Notary Public

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO., GA

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on July 14, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

Commissioner Hendrix Absent

Members voting against the Closed Session were

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

✓ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

____ Other

This the 14th day of July, 2022.

Chris Harris, Chairman

Notary Public Rene T Herrin

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO. GA

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on July 28, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

_____

Members voting against the Closed Session were

_____

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

✓ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the _____ day of _____, 20___.

Chris Harris, Chairman

Notary Public

RENE T. HERRIN NOTARY PUBLIC GEORGIA EXPIRES January 11, 2025 BRANTLEY CO., GA

RECEIVED
MAY 19 2022

BEER/WINE X LIQUOR ___ OFF PREMISE X ON PREMISE ___

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES RETAIL IN BRANTLEY COUNTY, GEORGIA

TO: Brantley County Board of Commissioners

An application is hereby made for a license to sell alcoholic beverages and/or malt beverages and/or wine as a retail dealer under the provisions of the laws of the State of Georgia, and the Alcoholic Beverages Sale & Licensing Ordinance of Brantley County, Georgia

aaron.tobaccopalace@gmail.com

1. Applicant's Full Name: AARON KAPFER
2. Applicant's Address: 504 FREEDOM TR BRUNSWICK GA 31525
3. Applicant's Business Name: Tobacco Palace of Waycrosville
4. Applicant's Business Phone: ___
5. Applicant's Home Phone: 912-399-4261
6. Citizenship US Sex M Race WH Height 6'6"
   Weight 340 Color Eyes BRN Color Hair BRN
   Social Security No 162-64-6475 Date of Birth: 04-17-1980
   Place of Birth Pittsburgh PA
7. Is Applicant an individual, partnership or a corporation?
   Corporation
8. If Applicant is a partnership, give the full names, addresses and dates of birth of all general partners:
   ___
   ___
   ___
   ___

9. If Applicant is a corporation, give the full name, address and date of birth of the President and Secretary of the corporation:

Aaron Kapfer 04-17-1980

504 Freedom Tr Brunswick GA 31525

10. Give the exact location (which is outside the incorporated limits of any city) in Brantley County), where the applicant intends to engage in the retail sale of alcoholic beverages:

25275 Hwy 82 Waycross GA 31566

11. Identify, by name, home address, home telephone number and present place of employment, of the person or persons who applicant intends to employ in a supervisory and/or managerial position of the business for which the license is hereby applied:

Jenna McLean 912-506-5344

822 Legacy Dr Brunswick GA 31525

Tobacco Palace of St Marys

12. Has applicant or any partner, if applicant is a partnership, or any officer, director or majority stockholder, if applicant is a corporation, within 10 years immediately prior to the filing of this application, entered a plea of guilty, a plea of nolo contendere, or been convicted of a felony or any crime involving alcohol control laws of the State of Georgia, or of any other state? No If so, identify, by name, such person(s), the offense and date of the plea or conviction:

13. Has anyone applicant intends to employ in a supervisory and/or managerial position of the business for which the license is hereby applied, within 5 years immediately prior to the filing of this applicant, entered a plea of guilty, a plea of nolo contendere, or been convicted of a felony or any crime involving alcohol control laws of the State of Georgia or of any other state:

No

If so, identify by name, such person(s), the offense, and the date of the plea or conviction:_____

_____

_____

14. Is the location of the proposed licensed premises within 1,000 feet of a church, or school, or college campus, public or private? _____
(In determining compliance with this section, the distance shall be determined by measuring in a straight line from the nearest point of the building where any alcoholic beverages are proposed to be sold, with the exception if a school or college is involved, the measurement is to be from the school playground or campus to the building).

15. Is the location of the proposed licensed premises within 600 feet of any house which is occupied or regularly occupied?_____
(This section applicable to "On Premise Consumption license application").

16. Is the location of the proposed licensed premises within 1,500 feet of any existing licensed retail package liquor store?__No_____
(This section applicable to retail distilled spirits license application).

17. Is the construction of the building in which the business of applicant will be operated complete?__Yes_____ If not, attach to this application a drawing or plans of the building, including the outside premises, showing all entrances into the building from the outside, and the parking area for the premises. Also attach a copy of evidence of ownership of the premises or of a lease, if the applicant is leasing the building.

18. Have the required fingerprints been made and submitted for investigation of criminal activity as prescribed by county ordinance and/or state law?_____. The application will not be acted upon by the Board of Commissioners until the criminal history check of the applicant and/or persons in a managerial position has been received by the Board of Commissioners from the Sheriff of Brantley County.

By signing this application, the undersigned acknowledges awareness of the provisions of the Alcoholic Beverages Sale & Licensing Ordinance of Brantley County, and of receiving a copy of same. Further, applicant understands that any license granted upon the faith of the truthfulness of the statements herein made, may be revoked by the Board of Commissioners of Brantley County at any time upon discovery that said statements were not true. Further, applicant is fully aware that any license granted may be revoked by said Board of Commissioners upon the violation of the aforesaid Ordinance.

Submitted, under oath, this the 19 day of May, 2022.

Signature of Applicant

Sworn to and subscribed before

me this the 19 day of May,

2022.

Notary Public, State of Georgia

TAYLOR SHEPPARD
NOTARY
EXPIRES
GEORGIA
NOV. 20, 2022
PUBLIC
BRANTLEY CO. GA

Brantley County
Affidavit Verifying Status for County
Public Benefit Application
O.C.G.A. § 50-36-1(e)(2)Affidavit
SAVE

By executing this affidavit under oath, as an applicant for an Occupational Tax Certificate (Business License),Alcohol License, or other public benefit (Purchase Orders, contracts, etc), as referenced in O.C.G.A. § 50-36-1, from Brantley County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1)___X___ I am a United States citizen.

2)_____ I am a legal permanent resident of the United States.

3)_____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security of other federal immigration agency is:_____.

The undersigned applicant also herby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Drivers License from State of Georgia.

Executed in _____(city)_____(state).

Signature of Applicant

Aaron Kupper
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 19 DAY OF May, 2022.

NOTARY PUBLIC
My Commission Expires: 11-20-22

TAYLOR SHEPPARD NOTARY PUBLIC EXPIRES GEORGIA NOV. 20, 2022 BRANTLEY CO. GA

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Post Office Box 398
33 Allen Street
Nahunta, Georgia 31553
(912) 462-5256
FAX (912) 462-5538
Email: bcbc@btconline.net

Ronald E. Ham, Chairman
Mike Edgy, Commissioner
Greg O'Quinn, Commissioner
Linton Herrin, Commissioner
Charlie Summerlin, Commissioner
Parrish Barwick, County Manager

Dale J. Halligan, County Clerk
René T. Herrin, Bookkeeper
Cindy Lukas, Office Clerk

I hereby authorize the County Clerk to the Brantley County Board of Commissioners to receive any criminal history or motor vehicle driving history record information pertaining to me which may be in the files of any state or local criminal justice agency.

AARON KAPFER
Full Printed Name

Signature of Full Name

504 FREEDOM TR
Address

5-19-2022
Date

BRUNSWICK GA 31525

04/17/1980
Date of Birth

162-64-6475
Social Security Number

Race: WH

Sex: M

Sworn to and subscribed before me
this 19 day of May, 2022.

Notary Public, State of Georgia

TAYLOR SHEPPARD
NOTARY
EXPIRES
GEORGIA
NOV. 20, 2022
PUBLIC
BRANTLEY CO. GA

"A Progressive County Government for Progressive People"

BEER/WINE ✓ LIQUOR ✓ OFF PREMISE ✓ ON PREMISE ____

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES RETAIL IN BRANTLEY COUNTY, GEORGIA

TO: Brantley County Board of Commissioners

An application is hereby made for a license to sell alcoholic beverages and/or malt beverages and/or wine as a retail dealer under the provisions of the laws of the State of Georgia, and the Alcoholic Beverages Sale & Licensing Ordinance of Brantley County, Georgia

1. Applicant's Full Name: Jason Daniel Underwood
2. Applicant's Address: 318 Happy Hollow Hortense GA 31543
3. Applicant's Business Name: Satilla Liquors
4. Applicant's Business Phone: 912-424-8063
5. Applicant's Home Phone: 912-424-8064
6. Citizenship ____ Sex M Race W Height 5'11"
   Weight 250 Color Eyes Blue Color Hair Bald
   Social Security No 259-61-7845 Date of Birth: 5-8-74
   Place of Birth Brunswick GA
7. Is Applicant an individual, partnership or a corporation?
   Individual
8. If Applicant is a partnership, give the full names, addresses and dates of birth of all general partners:
   NA

9. If Applicant is a corporation, give the full name, address and date of birth of the President and Secretary of the corporation:

_____

_____

_____

10. Give the exact location (which is outside the incorporated limits of any city) in Brantley County), where the applicant intends to engage in the retail sale of alcoholic beverages:

20717 Highway 82 Hortense GA 31543

_____

11. Identify, by name, home address, home telephone number and present place of employment, of the person or persons who applicant intends to employ in a supervisory and/or managerial position of the business for which the license is hereby applied:

_____

_____

_____

12. Has applicant or any partner, if applicant is a partnership, or any officer, director or majority stockholder, if applicant is a corporation, within 10 years immediately prior to the filing of this application, entered a plea of guilty, a plea of nolo contendere, or been convicted of a felony or any crime involving alcohol control laws of the State of Georgia, or of any other state? NO If so, identify, by name, such person(s), the offense and date of the plea or conviction:_____

_____

_____

13. Has anyone applicant intends to employ in a supervisory and/or managerial position of the business for which the license is hereby applied, within 5 years immediately prior to the filing of this applicant, entered a plea of guilty, a plea of nolo contendere, or been convicted of a felony or any crime involving alcohol control laws of the State of Georgia or of any other state:

_____

_____

If so, identify by name, such person(s), the offense, and the date of the plea or conviction:_____

_____

_____

14. Is the location of the proposed licensed premises within 1,000 feet of a church, or school, or college campus, public or private? NO
(In determining compliance with this section, the distance shall be determined by measuring in a straight line from the nearest point of the building where any alcoholic beverages are proposed to be sold, with the exception if a school or college is involved, the measurement is to be from the school playground or campus to the building).

15. Is the location of the proposed licensed premises within 600 feet of any house which is occupied or regularly occupied? YES
(This section applicable to "On Premise Consumption license application").

16. Is the location of the proposed licensed premises within 1,500 feet of any existing licensed retail package liquor store? NO
(This section applicable to retail distilled spirits license application).

17. Is the construction of the building in which the business of applicant will be operated complete? YES If not, attach to this application a drawing or plans of the building, including the outside premises, showing all entrances into the building from the outside, and the parking area for the premises. Also attach a copy of evidence of ownership of the premises or of a lease, if the applicant is leasing the building.

18. Have the required fingerprints been made and submitted for investigation of criminal activity as prescribed by county ordinance and/or state law?_____. The application will not be acted upon by the Board of Commissioners until the criminal history check of the applicant and/or persons in a managerial position has been received by the Board of Commissioners from the Sheriff of Brantley County.

By signing this application, the undersigned acknowledges awareness of the provisions of the Alcoholic Beverages Sale & Licensing Ordinance of Brantley County, and of receiving a copy of same. Further, applicant understands that any license granted upon the faith of the truthfulness of the statements herein made, may be revoked by the Board of Commissioners of Brantley County at any time upon discovery that said statements were not true. Further, applicant is fully aware that any license granted may be revoked by said Board of Commissioners upon the violation of the aforesaid Ordinance.

Submitted, under oath, this the 26 day of May, 2022.

Signature of Applicant

Sworn to and subscribed before

me this the 26 day of May,

2022.

Notary Public, State of Georgia

TAYLOR SHEPPARD
NOTARY
EXPIRES
GEORGIA
NOV. 20, 2022
PUBLIC
BRANTLEY CO. GA

Brantley County
Affidavit Verifying Status for County
Public Benefit Application
O.C.G.A. § 50-36-1(e)(2)Affidavit
SAVE

By executing this affidavit under oath, as an applicant for an Occupational Tax Certificate (Business License),Alcohol License, or other public benefit (Purchase Orders, contracts, etc), as referenced in O.C.G.A. § 50-36-1, from Brantley County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1)___✓___ I am a United States citizen.

2)___✓___ I am a legal permanent resident of the United States.

3)_____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security of other federal immigration agency is:_____.

The undersigned applicant also herby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Drivers License.

Executed in Hortense (city) GA (state).

Signature of Applicant

Jason Underwood
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 26 DAY OF May, 2022.

NOTARY PUBLIC
My Commission Expires: 11-20-22

TAYLOR SHEPPARD NOTARY EXPIRES GEORGIA NOV. 20, 2022 PUBLIC BRANTLEY CO. GA

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Post Office Box 398
33 Allen Street
Nahunta, Georgia 31553
(912) 462-5256
FAX (912) 462-5538
Email: bcbc@btconline.net

Ronald E. Ham, Chairman
Mike Edgy, Commissioner
Greg O'Quinn, Commissioner
Linton Herrin, Commissioner
Charlie Summerlin, Commissioner
Parrish Barwick, County Manager

Dale J. Halligan, County Clerk
René T. Herrin, Bookkeeper
Cindy Lukas, Office Clerk

I hereby authorize the County Clerk to the Brantley County Board of Commissioners to receive any criminal history or motor vehicle driving history record information pertaining to me which may be in the files of any state or local criminal justice agency.

Jason Underwood
Full Printed Name

Signature of Full Name

318 Happy Hollow
Hortense GA 31543
Address

5-26-2022
Date

5-8-74
Date of Birth

259-61-7845
Social Security Number

Race: White

Sex: Male

Sworn to and subscribed before me
this 26 day of May, 20___.

Notary Public, State of Georgia

TAYLOR SHEPPARD
NOTARY
EXPIRES
GEORGIA
NOV. 20, 2022
PUBLIC
BRANTLEY CO. GA

BEER/WINE ✓ LIQUOR ✓ OFF PREMISE____ ON PREMISE____

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES RETAIL IN BRANTLEY COUNTY, GEORGIA

TO: Brantley County Board of Commissioners

An application is hereby made for a license to sell alcoholic beverages and/or malt beverages and/or wine as a retail dealer under the provisions of the laws of the State of Georgia, and the Alcoholic Beverages Sale & Licensing Ordinance of Brantley County, Georgia

1. Applicant's Full Name: Sunni K Underwood
2. Applicant's Address: 315 Happy Hollow, Hortense GA 31543
3. Applicant's Business Name: Sotilla Liquors
4. Applicant's Business Phone: (912) 424-8063
5. Applicant's Home Phone: (912) 424-8064
6. Citizenship: YES, USA Sex F Race W Height 5'4"
   Weight 160 Color Eyes Brn Color Hair Brn
   Social Security No 258-67-2214 Date of Birth: 7/6/81
   Place of Birth Brunswick, GA
7. Is Applicant an individual, partnership or a corporation?
   individual
8. If Applicant is a partnership, give the full names, addresses and dates of birth of all general partners: N/A

9. If Applicant is a corporation, give the full name, address and date of birth of the President and Secretary of the corporation:

_____

_____

_____

10. Give the exact location (which is outside the incorporated limits of any city) in Brantley County), where the applicant intends to engage in the retail sale of alcoholic beverages: 2077 Highway 82

Hortense, GA. 31543

11. Identify, by name, home address, home telephone number and present place of employment, of the person or persons who applicant intends to employ in a supervisory and/or managerial position of the business for which the license is hereby applied:

_____

_____

_____

12. Has applicant or any partner, if applicant is a partnership, or any officer, director or majority stockholder, if applicant is a corporation, within 10 years immediately prior to the filing of this application, entered a plea of guilty, a plea of nolo contendere, or been convicted of a felony or any crime involving alcohol control laws of the State of Georgia, or of any other state? _____ If so, identify, by name, such person(s), the offense and date of the plea or conviction: _____

_____

_____

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_____

_____

If so, identify by name, such person(s), the offense, and the date of the plea or conviction:_____

_____

_____

14. Is the location of the proposed licensed premises within 1,000 feet of a church, or school, or college campus, public or private? NO
(In determining compliance with this section, the distance shall be determined by measuring in a straight line from the nearest point of the building where any alcoholic beverages are proposed to be sold, with the exception if a school or college is involved, the measurement is to be from the school playground or campus to the building).

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Submitted, under oath, this the 26 day of May, 2022.

Signature of Applicant

Sworn to and subscribed before

me this the 26 day of May,

2022.

Notary Public, State of Georgia

TAYLOR SHEPPARD
NOTARY
EXPIRES
GEORGIA
NOV. 20, 2022
PUBLIC
BRANTLEY CO. GA

Brantley County
Affidavit Verifying Status for County
Public Benefit Application
O.C.G.A. § 50-36-1(e)(2)Affidavit
SAVE

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1)___✓___ I am a United States citizen.

2)___✓___ I am a legal permanent resident of the United States.

3)_____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security of other federal immigration agency is:_____.

The undersigned applicant also herby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: drivers license.

Executed in Hortense (city) GA (state).

Sunni Rlunderwood
Signature of Applicant

Sunni R Underwood
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 26 DAY OF May, 2022.

NOTARY PUBLIC
My Commission Expires: 11-20-22

TAYLOR SHEPPARD NOTARY PUBLIC EXPIRES GEORGIA NOV. 20, 2022 BRANTLEY CO. GA

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Post Office Box 398
33 Allen Street
Nahunta, Georgia 31553
(912) 462-5256
FAX (912) 462-5538
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Linton Herrin, Commissioner
Charlie Summerlin, Commissioner
Parrish Barwick, County Manager

Dale J. Halligan, County Clerk
René T. Herrin, Bookkeeper
Cindy Lukas, Office Clerk

I hereby authorize the County Clerk to the Brantley County Board of Commissioners to receive any criminal history or motor vehicle driving history record information pertaining to me which may be in the files of any state or local criminal justice agency.

Sunni R Underwood
Full Printed Name

Sunni R Underwood
Signature of Full Name

318 Happy Hollow
Hortense, GA 31543
Address

5/26/22
Date

7/6/81
Date of Birth

258-67-2214
Social Security Number

Race: W

Sex: F

Sworn to and subscribed before me
this 26 day of May, 2022.

Notary Public, State of Georgia

TAYLOR SHEPPARD
NOTARY
EXPIRES
GEORGIA
NOV. 20, 2022
PUBLIC
BRANTLEY CO. GA.

"A Progressive County Government for Progressive People"

INVOICE

M&M Builders
1257 College Circle
Waynesville, GA 31566
912-288-6809/912-286-1022
mmbuilders100@gmail.com

Invoice No : 3609
Date : 6/26/2022
Customer ID :

Brantley County Commissioners

		Payment Terms	Due Date
Ball Field Pavilion		Due upon receipt	
Framing/Post	Install 6x6 Treated post uprights to allow for truss installation / to include all beam material and framing		
Trusses	Install engineered trusses to allow for metal roof install (Scissor Truss on 5/12 Pitch) 24 in oc		
Roofing	Install metal galvalume roof metal to trusses for a water tight roof surface (including all trim)		
Gable Ends	Install t-111 sheeting to both end gables for a finished roof structure		
Simulated Rock	Install simulated rock to the bottom of all post installed (16in to 24in Hight depending on rock materials)		
Strapping	Install all metal strapping to conform to county and state code (beam, hurricane straps and post straps)		
Grade	We will shot a grade of the concrete to insure roof structure is level and plumb.		
Materials/ Labor	All materials and labor is included in contract		
Construction Debris	All construction debris to be disposed of off site		

Material Draw will be collected at the start of job	**Material Draw**	$14,925.00
Payment to be collected at time of completion.	**Final Payment**	$14,925.00
	Total Price for project	$29,850.00

THANK YOU FOR YOUR BUSINESS!

Brownstone Construction/SLS

4311 Carson Road

Blackshear, GA 31516

RE: Picnic Pavilion Quote for Brantley County Parks and Recreation Department

Attention: Joey Saunds, 912-462-5128

Specs

1. **23 ft by 30 ft;**
2. **Pressure treated wood;**
3. **Stick build or truss;**
4. **6x6 posts;**
5. **9 ft height;**
6. **Ridge & end caps;**
7. **Heavy duty metal roof, silver;**
8. **4/12 pitch;**
9. **Attach to existing poured concrete pad with galvanized post anchors;**
10. **Built to code – hurricane standard;**
11. **Vendor must be insured**

Quote:

Finished Hardy	**$42,000.00**
Unfinished Hardy	**$35,000.00**

Contact: Shawn Smith, 912-288-0850

Estimate #165 has been issued on 06/20/2022

Grand Total : $42,550.00

Thank you for your business.

Thank you,

Green Sea Coastal Landscaping, LLC

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

Georgia Department of Transportation

June 17, 2022

The Honorable Chris Harris, Chairman
Brantley County Board of Commissioners
33 Allen Road
Nahunta, GA 31553

Dear Chairman Harris:

The Department is pleased to announce a tentative allocation of state funding assistance in the amount of $56,250 for **Design T-Hangar Taxiway and Concrete Slab for 10-Unit T-Hangar Building** at the Brantley County Airport.

Please confirm, by letter, no later than **July 15, 2022,** your intent to proceed with and fund this project in the state's Fiscal Year 2023, which ends June 30, 2023. State funding for this project if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. **This project will require matching funds from Brantley County estimated in the amount of $18,750.** This is a tentative allocation of funds, the actual contract amount will be based on preapproved design, planning and engineering costs received to accomplish the project.

The Department has scheduled this project to be ready for contract in **October 2022.** Please note if the project does not meet the agreed upon schedule the Department will consider moving the project in order to accommodate other projects or consider deferring the project to the next fiscal year. Jeffrey Griffith has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a letter with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project in the state's FY23 according to the agreed upon schedule
- Formal request for state funding assistance

Please contact Jeffrey Griffith, Aviation Project Manager, at (912) 269-1594 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer Digitally signed by Leigh Ann Trainer
DN: C=US, E=ltrainer@dot.ga.gov, O=GDOT, OU=Division of Intermodal, CN=Leigh Ann Trainer
Date: 2022.06.17 15:55:01-04'00'

Leigh Ann Trainer, Assistant Director
Division of Intermodal

cc: Ann Purcell, State Transportation Board
Chuck Scragg, County Manager (Interim)

Attachment

Updated pricing for LMIG - Littlefield Construction

From: Jeff Bors <jbors@robertscivilengineering.com>
Sent: Mon, Jun 27, 2022 at 10:58 am
To: bcmanager@brantleycounty-ga.gov

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image001.png (16.9 KB) image002.jpg (1.4 KB) image003.jpg (1.4 KB) image004.jpg (1.4 KB)
image005.jpg (1.4 KB) image006.png (< 1 KB) 2022-06-15 Revised Quote for Albert Gibson.pdf (721.1 KB)
2022-06-15 Revised Quote for Little Buffalo Creek.pdf (1.7 MB) – **Download all**

Good Morning Chuck,

I hope you had a nice weekend.

As we have previously discussed, Littlefield Construction has been preparing updated pricing for the contracted projects which were put on hold due to right-of-way acquisition. The original and revised quotes are attached. A brief summary of the changes is as follows:

Albert Gibson

- Original Price from July 2020 $327,657.84
- New Price $331,085.94
- Difference $3,428.10
    - The overall contracted increase is negligible due to the new R/W eliminating the need for curb and gutter at the beginning of the roadway

Little Buffalo Creek -

- Original Price from November 2020 $586,747.60
- New Price $703,378.94
- Difference $116,631,34 (19.9% increase)
    - Major differences were comprised within the cost of asphalt (from $81/ton to $135/ton) and increases in grading costs due to the 100% increase in the price of diesel fuel

I am submitting these quotes for your review before issuing a formal change order. Please give me a call to discuss further details.

Sincerely,

Jeff Bors
Director of Municipal Consulting
Your Success is our Mission!
O: 912.638.9681 | M: 912.506.3639
OUR LOCATIONS

ROBERTS
CIVIL ENGINEERING

BID SHEET TABLE

FROM (Bidder): Littlefield Construction Company

Project: Little Buffalo Creek Road	**L X W: Approx. 4,731' X 60' ROW**
From: Buffalo Creek Drive	**To: Baker Creek Road**

Line Item No.	DOT Ref. No.	Item Description	Qty	Unit	Unit Price	Amount
1.	150	Traffic Control	1	LS	7,000.00	7,000.00
2.	151	Mobilization	1	LS	1,500.00	1,500.00
3.	201	Clearing and Grubbing of Right of Way	2.9	AC	7,500.00	21,750.00
4.	210	Grading Complete	1	LS	116,000.00	116,000.00
5.	205	Removal of Unsuitable Soils	300	CY	5.00	1,500.00
6.	205	Imported Fill from Offsite Borrow Pit (Placed)	1351	CY	10.00	13,510.00
7.	310	6" Graded Aggregate Base	12,695	SY	10.64	135,074.80
8. *	400	1.5" Asphalt Surface Course 12.5mm Superpave	1,054	TN	A. 81.00	A. 85,374.00
	424	Triple Surface Treatment (#6, #7, #89, w/sand seal)	12,065	SY	B. 5.16	62,255.40 B.
9.	R-1	Stop Sign (installed incl. post)	1	EA	350.00	350.00
10.	R2-1	Speed Limit Sign (25 m.p.h.) (installed incl. posts)	2	EA	300.00	600.00
11.	W5-2	Narrow Bridge Sign (installed incl. posts)	2	EA	300.00	600.00
12.	R12-5	Weight Limit Sign (installed incl. posts)	2	EA	350.00	700.00
13.	652	5" Solid Traffic Stripe – White	9,462	LF	.20	1,892.40
14.	652	5" Solid Traffic Stripe – Yellow	4,731	LF	.22	1,040.82
15.	652	5" Skip Traffic Stripe – Yellow	4,731	GLF	.15	709.65
16.	513	Pre-Cast Box Culvert 8'x 8'	1	EA	52,000.00	52,000.00
17.	603	Rip Rap (type 1)	200	SY	80.00	16,000.00
18.	441	Concrete Headwall (cast-in-place)	2	EA	32,000.00	~~32,000.00~~ 64,000.00

Littlefield Const. Co.

19.	550	Driveway Pipe Replacement or Relocation (pipe to be provided by Brantley County Public Works)	225	LF	25.00	5,625.00
20.	603	Rip Rap (type 3)	206	SY	60.00	12,360.00
21.	708	Plant Topsoil (2" depth, 2' width on shoulder)	117	CY	10.00	1,170.00
22.	171	Single Row Silt Fence (non-sensitive areas)	6,858	LF	2.00	13,716.00
23.	171	Double Row Silt Fence (sensitive areas)	4,061	LF	5.00	20,305.00
24.	706	Temporary Seeding	2.9	AC	500.00	1,450.00
25.	706	Permanent Turf Establishment	2.9	AC	1,200.00	3,480.00
26.	641	Guardrail	200	LF	30.00	6,000.00
27.	550	18" Reinforced Concrete Pipe Cross drain	32	LF	45.00	1,440.00
28.	550	18" Flared-End Section	2	EA	800.00	1,600.00
29.		Write- in				
30.		Write- in				

* Note: Bidder may include a total for option 8A (asphalt surface course) ***AND/OR*** 8B (triple surface treatment course).

TOTAL (w/ 8A.) $ 586,747.6

TOTAL (w/ 8B.) $ 563,629.07

Note:
Georgia Department of Transportation Standard Specification will apply unless otherwise specified
The Contractor shall write "no bids" in all appropriate spaces.

BID SHEET TABLE

FROM (Bidder): Littlefield Construction Co. June 15, 2022

Project: Little Buffalo Creek Road	**L X W: Approx. 4,731' X 60' ROW**
From: Buffalo Creek Drive	**To: Baker Creek Road**

Line Item No.	DOT Ref. No.	Item Description	Qty	Unit	Unit Price	Amount
1.	150	Traffic Control	1	LS	7,000.00	7,000.00
2.	151	Mobilization	1	LS	1,500.00	1,500.00
4.	210	Grading Complete	1	LS	180,000.00	180,000.00
5.	205	Removal of Unsuitable Soils	300	CY	5.00	1,500.00
6.	205	Imported Fill from Offsite Borrow Pit (Placed)	1351	CY	14.00	18,914.00
7.	310	6" Graded Aggregate Base	12,695	SY	10.64	135,074.80
8. *	400	1.5" Asphalt Surface Course 12.5mm Superpave	1,054	TN	A. 135.00	A. 142,290.00
	424	Triple Surface Treatment (#6, #7, #89, w/sand seal)	12,065	SY	B.	B.
9.	R-1	Stop Sign (installed incl. post)	1	EA	350.00	350.00
10.	R2-1	Speed Limit Sign (25 m.p.h.) (installed incl. posts)	2	EA	300.00	600.00
11.	W5-2	Narrow Bridge Sign (installed incl. posts)	2	EA	300.00	600.00
12.	R12-5	Weight Limit Sign (installed incl. posts)	2	EA	350.00	700.00
13.	652	5" Solid Traffic Stripe – White	9,462	LF	.30	2,838.60
14.	652	5" Solid Traffic Stripe – Yellow	4,731	LF	.30	1,419.30
15.	652	5" Skip Traffic Stripe – Yellow	4,731	GLF	.24	1,135.44
16.	513	60" RCP Storm Drain Pipe	120	LF	520.00	62,400.00
17.	603	Rip Rap (type 1)	200	SY	90.00	18,000.00
18.	441	Rip Rap Headwall	2	EA	18,800.00	37,600.00

19.	550	Driveway Pipe Replacement or Relocation (pipe to be provided by Brantley County Public Works)	225	LF	30.00	6,750.00
20.	603	Rip Rap (type 3)	206	SY	75.00	15,450.00
21.	708	Plant Topsoil (2" depth, 2' width on shoulder)	117	CY	20.00	2,340.00
22.	171	Single Row Silt Fence (non-sensitive areas)	6,858	LF	4.00	27,432.00
23.	171	Double Row Silt Fence (sensitive areas)	4,061	LF	6.80	27,614.80
24.	706	Temporary Seeding	2.9	AC	700.00	2,030.00
25.	706	Permanent Turf Establishment	2.9	AC	2,000.00	5,800.00
27.	550	18" Reinforced Concrete Pipe Cross drain	32	LF	70.00	2,240.00
28.	550	18" Flared-End Section	2	EA	900.00	1,800.00
29.		Write- in				
30.		Write- in				

* Note: Bidder may include a total for option 8A (asphalt surface course) ***AND/OR*** 8B (triple surface treatment course).

TOTAL (w/ 8A.) $703,378.94

TOTAL (w/ 8B.) $_____

Note:
Georgia Department of Transportation Standard Specification will apply unless otherwise specified
The Contractor shall write "no bids" in all appropriate spaces.

BRANTLEY COUNTY
GEORGIA

Activities Report to the Brantley County Commissioners

Staff Accomplishments in June 2022

1. Building Department Permits Issued 89 housing and other permits in May Permitting took in $16,081.
2. Code Enforcement Investigations: Camper: 28, Junk: 7, Blight: 2, Dumping: 1, Zoning/Building: 3.
3. Brantley Road Department Graded 1,009 hours on roads with six operators.
4. EMS responded to 171 medical calls, 4 assault, 2 trauma, 13 car wrecks, 5 cardiac arrests, 2 overdoses, 2 blood draws, 18 lift assists, and 1 mutual aid, psych 1, welfare check 3, no complaint when dispached 20, for a total of 241 calls, 80.33 calls per medic unit, or 2.68 calls per day in May of 2022.
5. Brantley County Received a grant from the Georgia DOT for the "allocation of state funding assistance in the amount of $56,250 for Design T-Hangar Taxiway and Concrete Slab for 10-Unit T-Hangar Building at the Brantley County Airport".
6. Paving is scheduled to start on a 3.5 mile stretch of Albert Gibson Rd in late July.
7. OREMC relocated their poles on Little Buffalo creek Rd. Paving will begin on Little Buffalo Creek Drive immediately after Albert Gibson is finished. Due to the bid being two years old, the contractor is requesting an additional $116,000 due to the costs of materials escalation.
8. Staff and the County Attorney continue trying to assemble right of way easements for Britt Still paving Projects.
9. Budget season began May 9th and we held the first Budget hearing on June 30, 2022. Two more hearings are scheduled for early-mid July.
10. Hearings for the tax digest and millage rate will be in late July and mid August.
11. The Tax Assessor's Office did an outstanding job of re-assessing 10,000 homes property with the County as required by State Law. There were 157 Assessment Appeals which the appeal period ended June 30th.
12. There are two Personnel Staff vacancies in the Clerk of the Superior Court.
13. Completed the Request for Proposals and Qualifications for the Preliminary Architectural Report and the Environmental Report as required by the USDA, Rural Development for a low interest loan. The RFP is out for advertisement and sealed bids are due June 15.
14. A Request for Proposal/Qualifications for an Engineering firm to oversee the 2022 LMIG paving project was advertised and sealed bids are due July 22, 2022. Browntown Road from Albert Gibson to Route 32 is the re-paving project.
15. The Elections Office did a great job with early voting and the runoff election.

16. The Head Start Roofing project is almost completed with the installation of a 50 year life, metal roof.
17. The metal roof bid contract on the old EMS Building and the the former EOC building was awarded to M&M Builders and will begin in late July.
18. The Library's repairs to the soffits and facia will begin in July.
19. A Compensation and Pay Study was awarded to Condrey and Associates, Athens Georgia, and they are collecting data on current job functions and job descriptions. They will begin interviews in July and August. The anticipated finish date is Labor Day week.
20. EMA Responded to to dive/rescue incidents. Received COVID tests from DPH and distributed to all county offices and both city halls. Received 4 pallets of water from Anheuser Busch Grant and distributed to public safety agencies. Completed final review of HAZMIT plan update to be sent to GEMA for review. Taught sessions at the Jr. Police Academy.
Ordered 22 new AED's for fire departments. Set-up CPR class for July.
21. Update on The Georgia EPD mandated actions at the Transfer Station/Landfill
    a) We have ordered the scales and due to material shortages, we anticipate they will be installed in six months.
    b) We continue working with Georgia EPD concerning re-permitting our borrow pit from the current mining permit to an inert landfill so as to receive tree and limb debris.
    c) Again, Driver's license, vehicle tag, utility bill, tax bill, voter ID are now required for all vehicles entering the Transfer Station/Landfill. We need to prohibit, persons from other counties dumping heavy loads into our transfer station, as Brantley Taxpayers have to pay the bill for this. (loads of old mildew and molded drywall and building materials trucked into our county from homes under construction or renovation in other counties). Brantley County has to pay a transfer service to truck these materials to other landfills and the Brantley County Taxpayers pay for this. The new scales will solve this problem.

Respectfully Submitted,

Chuck Scragg
Interim County Manager, Consultant,
On behalf of the staff of:

Tax Assessor's Office	Brantley County Board of Commissioners
The County Clerk's Office	Planning and Building
The HR/Finance Office	Recreation Department
EMS	Roads Department
EMA	Code Enforcement
Brantley E-911	The Brantley County Library
Senior Citizens Center	Elections Department
	Development Authority

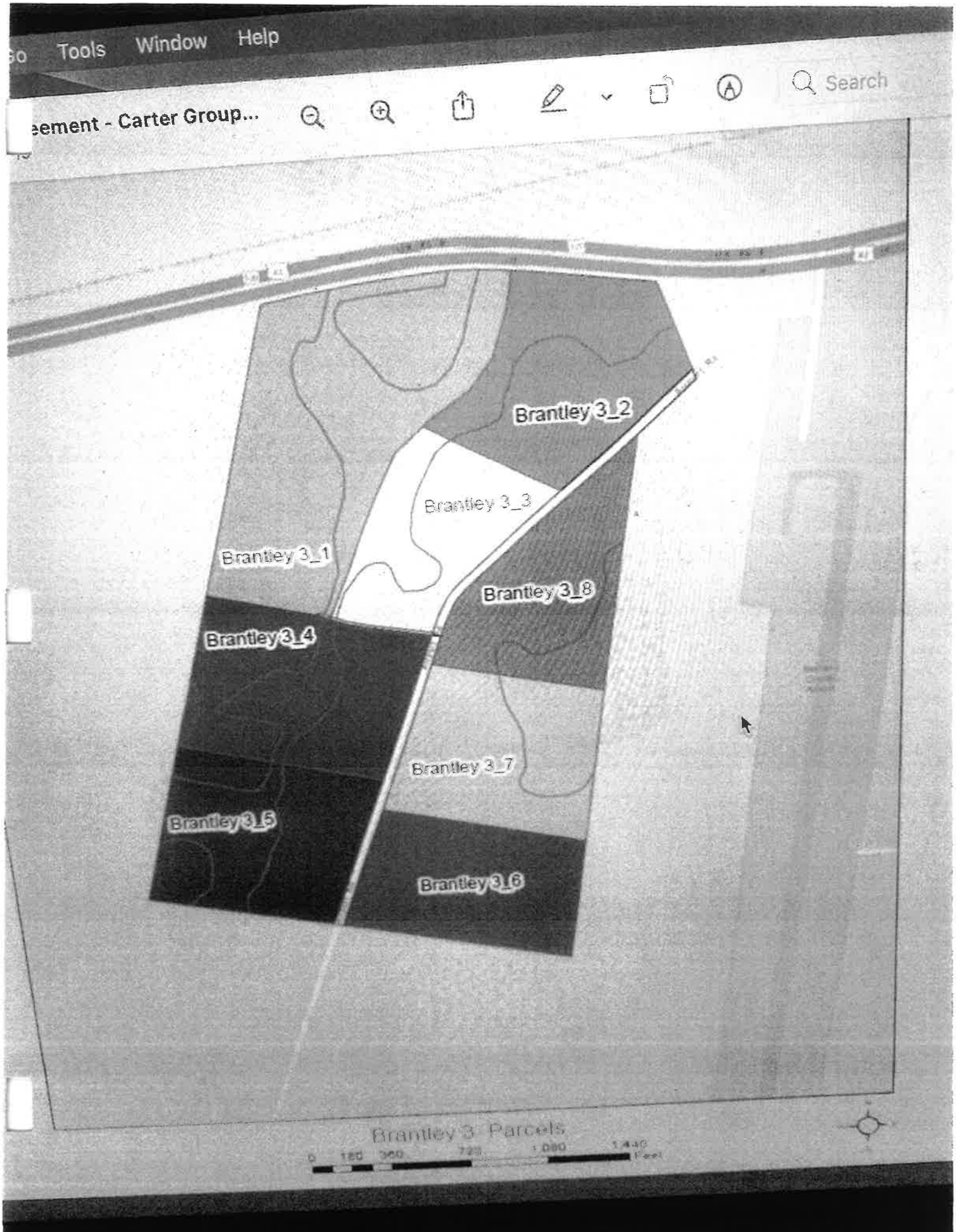
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EXHIBIT A
TRACT AND PRICE LISTINGS

Brantley Purchase Unit

Tract	County	Acres	List Price	List Price/Acre
Brantley 1_1[1]	Brantley*	114	$ 262,725	$2,295
Brantley 1_2[1]	Brantley*	65	$ 160,938	$2,495
Brantley 1_3	Brantley*	510	$ 814,109	$1,595
Brantley 1_4	Brantley*	196	$ 507,529	$2,595
Brantley 1_5	Brantley*	102	$ 203,854	$1,995
Brantley 1_6	Brantley*	58	$ 128,100	$2,195
Brantley 2_1	Brantley*	41	$ 110,024	$2,695
Brantley 2_2	Brantley*	25	$ 78,804	$3,195
Brantley 2_3	Brantley*	28	$ 90,250	$3,195
Brantley 2_4	Brantley*	224	$ 490,686	$2,195
Brantley 2_5	Brantley*	16	$ 55,619	$3,495
Brantley 2_6	Brantley*	26	$ 89,577	$3,495
Brantley 2_7	Brantley*	39	$ 149,201	$3,795
Brantley 2_8	Brantley*	14	$ 57,257	$4,195
Brantley 3_1	Brantley*	24	$ 79,879	$3,395
Brantley 3_2	Brantley*	13	$ 48,805	$3,795
Brantley 3_3	Brantley*	10	$ 37,302	$3,595
Brantley 3_4	Brantley*	15	$ 56,665	$3,795
Brantley 3_5	Brantley*	15	$ 56,608	$3,795
Brantley 3_6	Brantley*	13	$ 48,876	$3,795
Brantley 3_7	Brantley*	14	$ 51,332	$3,795
Brantley 3_8	Brantley*	11	$ 42,890	$3,795

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, A revenue and expenditure budget has been prepared and submitted to the Brantley County Board of Commissioners for Brantley County Government for the year beginning January 1, 2023, and ending December 31, 2023; and

WHEREAS, The Brantley County Board of Commissioners of Brantley County, Georgia, have studied and revised the proposed budgets, and it is considered in the best interest of the Brantley County Board of Commissioners to adopt a revenue budget in the amount of $ 13,504,460.86 and an expenditure budget in the amount of $13,504,460.86 for the County Government.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budgets for Brantley County Government are hereby adopted.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Brantley County Board of Commissioners has prepared a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for the E911 Fund; and

WHEREAS, the Brantley County Board of Commissioners have studied the proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $354,609.05.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023, is approved.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Brantley County Board of Commissioners has prepared a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for the Drug Abuse Treatment & Education Fund; and

WHEREAS, the Brantley County Board of Commissioners have studied the proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $12,000.00.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023, is approved.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Brantley County Board of Commissioners has prepared a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for the Capital Projects Fund; and

WHEREAS, the Brantley County Board of Commissioners have studied the proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $136,000.00.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023, is approved.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Brantley County Board of Commissioners has prepared a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for the Jail Fund; and

WHEREAS, the Brantley County Board of Commissioners have studied the proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $20,000.00.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023, is approved.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Brantley County Board of Commissioners has prepared a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for the DFCS Maintenance Fund; and

WHEREAS, the Brantley County Board of Commissioners have studied the proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $7,050.00.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023, is approved.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Calvary Volunteer Fire Department has prepared and submitted to the Governing Authority a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for fire protection services in the Calvary Fire District; and

WHEREAS, the total digest in the Calvary Special Fire Protection District is 33,510,256 and the Board of Commissioners has set a proposed millage rate of 1.25 mills for fire protection services in this district; and

WHEREAS, the Brantley County Board of Commissioners have studied the Proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $ 39,285.00.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023 is approved.

This the 28th day of July, 2028.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Waynesville Volunteer Fire Department has prepared and submitted to the Governing Authority a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for fire protection services in the Waynesville Fire District; and

WHEREAS, the total digest in the Waynesville Special Fire Protection District is $80,548,752 the Board of Commissioners has set a proposed millage rate of 1.25 mills for fire protection services in this district; and

WHEREAS, the Brantley County Board of Commissioners have studied the proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $99,500.00.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023, is approved.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Hortense Volunteer Fire Department has prepared and submitted to the Governing Authority a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for fire protection services in the Hortense Fire District; and

WHEREAS, the total digest in the Hortense Special Fire Protection District is $32,319,355 and the Board of Commissioners has set a proposed millage rate of 1.25 mills for fire protection services in this district; and

WHEREAS, the Brantley County Board of Commissioners have studied the proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $54,000.00.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023, is approved.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Nahunta Volunteer Fire Department has prepared and submitted to the Governing Authority a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for fire protection services in the Nahunta Fire District; and

WHEREAS, the total digest in the Nahunta Special Fire Protection District is 121,593,878 and the Board of Commissioners has set a proposed millage rate of 1.25 mills for fire protection services in this district; and

WHEREAS, the Brantley County Board of Commissioners have studied the proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $127,958.23.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023, is approved.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

STATE OF GEORGIA

COUNTY OF BRANTLEY

RESOLUTION

WHEREAS, the Hoboken Volunteer Fire Department has prepared and submitted to the Governing Authority a budget for the year beginning January 1, 2023, and ending December 31, 2023 to provide for fire protection services in the Hoboken Fire District; and

WHEREAS, the total digest in the Hoboken Special Fire Protection District is 55,435,900 and the Board of Commissioners has set a proposed millage rate of 1.25 mills for fire protection services in this district; and

WHEREAS, the Brantley County Board of Commissioners have studied the proposed budget, and it is considered in the best interest of the Board of Commissioners to adopt a budget in the amount of $54,550.00.

NOW, THEREFORE, BE IT RESOLVED by a majority vote of the Brantley County Board of Commissioners that the revenue and expenditure budget attached hereto and made a part hereof for the year beginning January 1, 2023 and ending December 31, 2023, is approved.

This the 28th day of July, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin
County Clerk

BRANTLEY COUNTY COMMISSION
August 2, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on August 2, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members, County Manager, Bryan Singleton, Assistant County Manager, Chuck Scragg and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Commissioner Herndon gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only
No one spoke

AGENDA

1. Consideration of Satilla Riverkeeper – Special Event permit

The County Manager stated that this is a special event with the Satilla Riverkeeper to be held on August 20, 2022 at "The Lodge" 853 Wildlife Drive, Nahunta, GA, to be able to serve alcohol. Consent Agenda

2. Consideration of the Roads Dept purchasing a Caterpillar 309 to be purchased with SPLOST

The County Manager stated that two bids were received one from Yancey for a Caterpillar 309 and one from Flint for a John Deere 85G excavator. The County Manager stated that the bid from Flint is lower but with the attachments the County has with the current Caterpillar it would be more beneficial to purchase the Caterpillar 309. Plus, there is a trade in of $49,000.00 on a grader the County has; which would reduce the price more, the price being $115,560.00 with the trade in. Regular Agenda

3. Consideration of 2022 Engineer LMIG bids

The County Manager informed the Board six (6) bids were received. The lowest bid was from GWES in the amount of $34,100.00. Regular Agenda

4. Consideration of MOU – GDOT – Central Avenue

The County Manager informed the Board that GDOT has a memorandum of understanding for the Board to approve the construction of 2-foot shoulder widening, striping and signage on Central Avenue from the west county line to Highway 82; the project begin date is December 2023. This is with the off-system safety project with GDOT. GDOT to pay for all expenses on this project. The County only needs to clip the sides of the road. Regular Agenda

5. Consideration of Nahunta VFD purchase of 2009 Freightliner – prior year funds

The County Manager stated that Nahunta VFD would like to purchase this 2009 Freightliner in the amount of $15,000.00 there are no hoses provided; it is a former military truck from GA Forestry. Regular Agenda

6. Consideration of Fire/EMS/EMA prioritize list for ARPA funds

The County Manager informed the Board that all the fire departments were asked to put together a priority list for their needs in the upcoming year to use ARPA funds. (List is attached.) Regular Agenda

7. Consideration of purchasing property for the Brantley County Development Authority for an Industrial Park

The County Manager stated the Development Authority approved to offer $3,000.00 per acre for 100 acres on Pembers Road in the amount of $322,159.00. The County Manager asked the Board to consider that the County make the purchase of the property due to a conservation easement on the property; then the Development Authority would reimburse the County. Regular Agenda

8. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
August 4, 2022
Regular Meeting
6:00 PM

The Brantley County Board of Commissioners held a regular meeting on August 4, 2022, 6:00 PM, at the Commission office.

Present were Chairman Chris Harris, Brian Hendrix, Jesse Mobley, Randy Davison and Hal Herndon, Board Members, County Manger, Bryan Singleton, Assistant County Manager, Chuck Scragg and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the June 30th, July 5th, 7th, 14th, 28th, 2022 minutes. Commissioner Davison seconded the motion. All in favor. Motion carried.

Commissioner Herndon made a motion to amend the agenda to include Item 6A "Executive session for the purpose of litigation". Commissioner Hendrix seconded the motion.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Herndon seconded the motion. All in favor. Motion carried.

CONSENT AGENDA

Satilla Riverkeeper – Special Event permit

Commissioner Davison made a motion to approve the consent agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

REGULAR AGENDA

1. Consideration of the Roads Dept purchasing a Caterpillar 309 to be purchased with SPLOST

The County Manager recommended to the Board that the bid from Yancey with the trade-in the total amount would $121,000.00. Commissioner Herndon made a motion to approve the bid from Yancey in the amount of $121,000.00 to pay out of SPLOST funds. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

2. Consideration of 2022 LMIG bids

The County Manager stated that six bids were received. The lowest bid was from GWES in the amount of $34,100.00. Commissioner Hendrix made a motion to accept the bid from GWES in the amount of $34,100.00. Commissioner Mobley seconded the motion. All in favor. Motion carried.

3. Consideration of MOU – GDOT – Central Avenue

The County Manager stated that this is a memorandum of understanding with Georgia Department of Transportation for the construction of 2-foot shoulder widening, striping and signage on Central Avenue from the west county line to Highway 82; the project begin date is December 2023. This is with the off-system safety project with GDOT. The County will only clip the shoulders of the road. Commissioner Davison made a motion to approve the MOU. Commissioner Mobley seconded the motion. All in favor. Motion carried.

4. Consideration of Nahunta VFD purchase of 2009 Freightliner – prior year funds

The County Manager informed the Board that this is a 2009 Freightliner that Camden County has; the vehicle has no hoses, but has been looked at in person by fire chief and EMA Director. Commissioner Davison made a motion to approve the purchase with prior year funds of Nahunta VFD in the amount of $15,000.00. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

5. Consideration of Fire/EMS/EMA prioritize list for ARPA funds

The County Manager stated that this is the priority list of Fire departments in the amount of $348,200.00, EMS in the amount of $120,071.00 and EMA in the amount of $90,600.00 for the Board to consider (list attached) the total for all is $558,871.00. Commissioner Mobley made a motion to approve the priority list in the amount of $558,871.00 to be paid out of ARPA funds. Commissioner Herndon seconded the motion. All in favor. Motion carried.

6. Consideration of purchasing property for the Brantley County Development Authority for an Industrial Park

The County Manager stated that DCA approved use of the RLF in the amount of $175,000.00 for the Brantley County Development Authority to purchase the 100 acres on Pembers Road. The total purchase for the property is in the amount of $322,159.00. The County Manager asked the Board to consider that the County make the purchase of the property due to conservation easement; then the Development Authority would reimburse the County. Commissioner Davison asked about a contract, the County Manager stated there will be a contract between the County and the Development Authority. Commissioner Davison asked as to how the Development Authority will be

paying back the loan. The Assistant County Manager stated that the County can do a 10-year loan at 1% interest, this will be negotiated. Commissioner Herndon asked about additional acreage where there could be a rail spur; Assistant County Manager stated yes it does include that acreage. Commissioner Mobley asked as to the benefit of the County purchasing the property for the Development authority. The County Manager stated that the property is in conservation and if the County purchased the property there would be no penalty. Commissioner Herndon made a motion to approve the purchase of the acreage on Pembers Road for the Development Authority. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

6A. Executive Session – Litigation

Commissioner Mobley made a motion to go into executive session to discuss litigation. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was, litigation; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

Commissioner Mobley made a motion to authorized the County Attorney to respond to the ante litem notice from Alan Lowe. Commissioner Davison seconded the motion. All in favor. Motion carried.

7. County Manager report

The County Manager gave his report (copy of which is attached).

8. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Herndon seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
August 16, 2022
Budget Meeting
6:00 PM

The Brantley County Board of Commissioners held a called meeting on August 16, 2022, 6:00 PM, in the Commission Office.

Present were Brian Hendrix, Randy Davison, Jessie Mobley and Hal Herndon, Board Members. Also present was Bryan Singleton, County Manger, Rene' Herrin, County Clerk and Assistant County Manager, Chuck Scragg. Chairman Chris Harris and County Attorney Deen Strickland was absent.

Vice Chairman Hendrix called the meeting to order; Chuck Scragg gave the invocation and led in the pledge of allegiance to the flag.

The County Manager advised the purpose of this meeting is set the final millage, approve the Board of education's millage and adopt the 2022 tax levy resolution.

The County Clerk has list of motions and resolution that need to be adopted.

Commissioner Davison made a motion to set the final county wide gross millage in the unincorporated area at 20.916 mills, less 3.740 mills for the insurance premium tax rollback, less 4.270 mills for the local options sales tax rollback for a net M & 0 millage for unincorporated Brantley County at 12.906 mills. Commissioner Mobley seconded the motion. All in favor motion carried.

Commissioner Herndon made a motion to set the final gross millage in the incorporated area at 20.916 mills, less 3740 mills for the local option sales tax rollback for a net M & 0 Millage of 17.176. (Excludes insurance premium tax rollback which city receives directly.) Commissioner Davison seconded the motion. All in favor motion carried.

Commissioner Mobley made a motion to set the final millage in all of the special fire tax districts at 1.25 mills. Commissioner Davison seconded the motion. All in favor motion carried.

Commissioner Hendrix made a motion to approve the Brantley County Board of Education's millage in the amount of 15.30 mills as bond and .61 mills as net M&O millage for a total millage of 15.91 mills. Commissioner Davison seconded the motion. All in favor motion carried.

Commissioner Mobley made a motion to adopt the resolution for the 2022 tax levy. Commissioner Herndon seconded the motion. All in favor motion carried.

Commissioner Davison made a motion to adjourn. Commissioner Herndon seconded the motion. All in favor motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
Called Meeting
August 16, 2022
6:30 PM

The Brantley County Board of Commissioners held a called meeting on August 16, 2022.

Present Vice Chairman Brian Hendrix, Jesse Mobley, Hal Herndon and Randy Davison, Board Members. Also present was County Manager, Bryan Singleton and Assistant County Manager Chuck Scragg. Chairman Chris Harris and County Attorney Deen Strickland was absent.

Vice Chairman Hendrix called the meeting to order; Chuck Scragg gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Davison made a motion to amend the agenda to add "Consideration of purchase of used ambulance" as item 3A. Commissioner Mobley seconded the motion. Commissioner Mobley made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

1. Consideration to remove Britt Still Road from the 2019-2020 LMIG projects to the 2023 LMIG project and to replace with another resurfacing project

The County Manager stated that this item needs to be considered by the Board due to five (5) land owners have not signed the right of way deeds. The other two replacement road can be either Mt. Calvary Road of Schlatterville Road for resurfacing. Mt. Calvary Road project will be around $918,321.00 and Schlatterville Road project will be around $411,171.00. The remaining balance of the 2019-2020 LMIG funds is $465,621.32. Commissioner Mobley made a motion to approve Britt Still Road to the 2023 LMIG project and to add Schlatterville Road resurfacing to the 2019-2020 LMIG project. Commissioner Herndon seconded the motion. Commissioner Mobley would like for the papers to advertise that there are citizens on Britt Still Road that will not sign right of way deeds. Commissioner Davison stated going forward the next paving project the County needs to have a town meeting with citizens who live on the road. Commissioner Herndon would like citizens to be aware there is a deadline on the money to be used for the project to be closed out.

All in favor. Motion carried.

2. Consideration of bids on Parcel # NA02 059

The County Manager informed the Board that three (3) bids were received on this parcel. The bids were from Randolph William Howell in the amount of $2,240.00;

Jimmy M. Woodard in the amount of $4,624.00 and CSX Transportation, Inc in the amount of $17,000.00. Commissioner Herndon made a motion to accept the bid from CSX Transportation, Inc., in the amount of $17,000.00 on Parcel # NA02 059. Commissioner Mobley seconded the motion. All in favor. Motion carried.

3. Resolution with Southeastern Bank for signatures on bank accounts

The County Clerk stated this is a resolution needed by Southeastern Bank to add Bryan Singleton, County Manager, to the signature card to be able to sign checks. Commissioner Mobley made a motion to adopt the resolution for Southeastern Bank. Commissioner Davison seconded the motion. All in favor. Motion carried.

3A. Consideration of purchase of used ambulance

The County Manager stated that the County has six (6) ambulances.

This is the current status of our EMS vehicles:
M1 - (55,000 miles) In Texas receiving a new box. Will be ready 9/2 for pick up
M2 - (200,000+ miles) At Miller Tire in Waycross awaiting new ball joints and tie rods
M4 - (200,000+ miles) At Station 1
M5 - (75,000 miles) At Station 3
M6 - (300,000+ miles) At Station 2
M8 - Out of Service

The County has an opportunity to purchase a used ambulance from Elite Ambulance Sales for $50,700.00; it is a Liquid Spring system. It has the second Frazer AC system in the back that is setup to run on shore power electric supply on this truck. Ready power system and inverter. All lights and sirens and systems operate in spec. good tires. Transverse O2. This truck had a NEW 6.7L diesel ENGINE and TURBO installed April of 2020, only about 25k miles on engine and turbo, 197k on odometer. We also have the entire service history spreadsheet for this truck. We got an inspection before we bought it. And it just finished a comprehensive inspection at a Ford dealer, we did one body mount and (2) batteries.
It is located in TX by Dallas at a partner's location. It will be ready about June 16th to ship out. We can coordinate shipping to anywhere in the country or you can fly in and drive it back. Alternately, the best we have found for new vehicles is a 2023 International w/ a 12ft box, to be delivered in November, for $253,000. With the current state of our EMS vehicles, I think we have a dire need for an additional unit. I would like to recommend that the used ambulance be considered for immediate purchase. Commissioner Davison made a motion to purchase the ambulance in the amount of $50,700.00 using ARPA funds. Commissioner Mobley seconded the motion. Commissioner Hendrix asked about the County going back to a gas ambulance with a small body style. Commissioner Herndon stated he has a problem purchasing someone else's used vehicle; with a 200,000-mile chaise. Commissioner Herndon stated that a gas engine is easier to replace than a diesel. Commissioner Davison stated that the

County needs to be looking at a chassis for one of the boxes the County already has. Commissioner Herndon asked about the County staggering the ambulances and maintaining them for five (5) years. Commissioner Herndon stated the County would need to purchase a new ambulance for the next three (3) years for EMS to get into the rotation cycle. Commissioner Davison made a motion to retract his motion. Commissioner Mobley seconded the motion. Commissioner Herndon stated that he would to table this item and check into pricing on a chassis. Commissioner Hendrix stated he would to check into the F450 gas engine. Commissioner Davison made a motion to retract his motion on this item. Commissioner Mobley seconded the motion. All in favor. Motion carried. Commissioner Herndon made a motion to table this item. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Commissioner Davison thanked Chuck Scragg for helping the County. Mr. Scragg stated it was an honor to serve the County and thanked all the employees and Constitutional Officers for all their kindness and support.

4. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY
GEORGIA

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Chris Harris, Chairman
Brian Hendrix, Vice-Chairman
Randy Davison, Commissioner
Harold Herndon, Commissioner
Jesse Mobley, Commissioner

Post Office Box 398
33 Allen Road
Nahunta, Georgia 31553
(912) 462-5256
FAX (912) 462-5538
Email: bcbc@btconline.net

René T. Herrin, County Clerk
Kendal Lewis, Human Resources Coordinator
Taylor Sheppard, Administrative Assistant
Chuck Scragg, Interim County Manager

August 5, 2022

Georgia Department of Revenue
Registration & Licensing Unit
P. O. Box 49512
Atlanta, GA 30359

RE: Satilla Riverwatch Alliance, Inc., "Special Event Permit",
Brantley County, GA

Dear Sirs:

At the regular meeting of the Board of Commissioners held on August 4, 2022 the Board voted to authorize Satilla Riverwatch Alliance, Inc., d/b/a, Satilla Riverkeeper, to serve beer, wine and liquor (distilled spirits) at a special event on August 20, 2022 at "The Lodge", 853 Wildlife Drive, Nahunta, GA.

Please be advised Brantley County issues letters of permission for special events such as this in lieu of an alcohol license. This letter is provided so Satilla Riverwatch Alliance Inc. may apply for a special event permit from the Department of Revenue.

Bryan Singleton, County Manager

BIDS EXCAVATOR

Model 309 Hydraulic Excavator

Yancey	$ 164,760.00
Flint	$ 122,881.20

LMIG 2022 BIDS

TE2	8%	$69,423.00
Atlas		Hourly
Roberts' Civil Engineering	3%	Hourly
GWES		$34,100.00
Hofstadter	8%	Hourly
AE Engineering	10%	Hourly

County: BRANTLEY COUNTY
GDOT P.I.: 0019236

OFF SYSTEM SAFETY PROJECTS MEMORANDUM OF UNDERSTANDING

between
the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
Brantley County Georgia (hereinafter called the OWNER)

Whereas the DEPARTMENT proposes to undertake a project to construct 2-**foot shoulder widening, striping, and signage on various off system routes in** Brantley County by contract through competitive bidding, and:

Whereas the OWNER will be responsible for completing the following items for all of the necessary off system routes within the project limits where applicable and the following is hereby mutually agreed to and understood by both parties:

1. The local government shall clip shoulders and thoroughly remove debris from edge lines prior to striping being performed by the contractor at no additional cost to the Department

2. The local government shall perform earth widening at all locations within the limits of the asphalt shoulder widening operation where the existing earth shoulder is insufficient to accommodate the asphalt shoulder widening at no additional cost to the Department.

3. The local government shall coordinate with property owners prior to The Work beginning to assure all mailboxes are relocated to avoid conflict with the asphalt shoulder widening at no additional cost to the Department.

APPROVED FOR THE LOCAL GOVERNMENT BY:

(Signature)

August 4, 2022
(Date)

Chairman
(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

(Title)

Overall Priority level

Hortense VFD

Priority	Item	Description	New price	Used price		
1	SCBA's	8 New MSA's complete	$53,000	$20,000	1	
2	Lights for trucks, scenes, helmets	10 helmet, 4 battery operated scene & 6 LED safety truck	$1,500	N/A	2	
3	New Radios	4 new radios	$2,400	N/A	3	
4	Tic	3 handheld therma image cameras	$1,500	N/A	4	
5	Brush Truck	Have the skid unit to put in it, need the truck	$80,000	$40,000	5	$ 138,400.00

2022 Revenues	2023 Revenues	Bank Balance
$ 30,300.00	$ 30,450.00	$ 60,417.70

Calvary VFD

Priority	Item	Description	New price	Used price		
1	Fire Gear	10 new sets	$30,000	N/A	6	
2	Station Bay Doors	New roll up doors for station - needs replaced	$14,000	N/A	7	
3	Ice Machine	Ice machine for rehabilitation of firefighters	$3,000	N/A	8	
4	Rescue Tools	Battered Operated extrication tool set	$50,000	N/A	9	$ 97,000.00

2022 Revenues	2023 Revenues	Bank Balance
$ 36,575.00	$ 39,285.00	$ 70,043.43

Hoboken VFD

Priority	Item	Description	New price	Used price		
1	Fire Gear	9 new sets	$30,000	N/A	10	
2	PPV	Positve pressure ventilation fan - bater powered	$4,300	N/A	11	
3	TIC	Thermal Imaging Camera	$500	N/A	12	
4	Set of tires for tankers	2 full sets for each of the 2 tankers	$12,000	N/A	13	$ 46,800.00
5	Brush Truck	Brush truck to replace old one	$100,000	$60,000	22	
	Tanker	New tanker for station 2	$300,000			

2022 Revenues	2023 Revenues	Bank Balance
$ 54,250.00	$ 54,550.00	$ 340,192.87

Waynesville VFD

Priority	Item	Description	New price	Used price		
1	Fire Gear	10 new sets	$30,000	N/A	14	
2	New Radios	10 new radios	$6,000	N/A	15	$ 36,000.00
3	Turbo draft	three new turbo drafts	$9,000	N/A	17	
4	SCBA's	8 New MSA's complete	$53,000	$20,000	19	
5	New flooring	station 1 and 4	$15,000	N/A	24	

2022 Revenues	2023 Revenues	Bank Balance
$ 87,115.00	$ 99,500.00	$ 163,724.85

Nahunta VFD

Priority	Item	Description	New price	Used price		
1	Fire Gear	10 new sets	$30,000	N/A	16	$ 30,000.00
2	SCBA's	8 New MSA's complete	$53,000	$20,000	18	
3	New Radios	10 new radios	$6,000	N/A	20	
4	Rescue tools	Upgrade rescue tools	$50,000	N/A	21	
5	Brush Truck	For Raybon station	$15,000	N/A	23	

2022 Revenues	2023 Revenues	Bank Balance
$ 126,749.00	$ 127,958.00	$ 481,106.84

$348,200	*TOTAL of Priority items*
$949,200	Total of all items

EMS Priority Needs

Lifepak Monitor: 2 at $34,000 each - total price $68,000.00
Lifepak batteries: 10 at $500 each total $ 5,000.00
Lifepak Battery Chargers: 4 at $3000 each - total $12,000.00
McGrath Video Laryngoscope: 5 at $2800 each - total price $14,000.00
ALS Manikin (Training): $10,000.00
OB Manikin: $640.00
Wound Packing Trainer: $675.00
Child Airway Manikin: $1000.00
Infant Airway Manikin: $800.00
AED Trainers (4Pack)): $900.00
EpiPen Trainer: $14.00 each x4 = $56.00
Anatomical Model: $5300.00
Anatomical and Physiological Chart set: $500.00
Heart Model: $1200.00
Total: $120,071.00

Brantley County EMA Priority List

1. IPad and case for dive team /sonar operations. ($600)
2. New Sonar system. ($8,000)
3. Replace A/C unit on Dive Trailer. ($2,000)
4. Damage assessment program/software. ($5,000)
5. Update radio equipment. ($5,000)
6. Weather stations for Hortense and Hickox. ($15,000, possible grant)
7. Update Ham radio system ($5,000)
8. Update Dive equipment – suits, masks, weights etc. ($20,000)
9. Update equipment/supplies on Mass Casualty Trailer. ($20,000)
10. Portable Message Boards. (Grant applied for)
11. Gear for Rescue Task Force. ($10,000)

Total: $90,600

BRANTLEY COUNTY
GEORGIA

Activities Report to the Brantley County Commissioners

Staff Accomplishments in July 2022

1. Building Department Permits Issued 65 housing and other permits in June Permitting took in $13,074.
2. Code Enforcement Investigations: Camper: 9, Junk: 7, Blight: 1, Dumping: 1, Zoning/Building: 1, Trash Can: 1.
3. Brantley Road Department Graded 780 hours on roads with five operators.
4. EMS responded to 174 medical calls, 2 assault, 1 trauma, 8 car wrecks, 1 cardiac arrest, 3 overdoses, 3 blood draws, 9 lift assists, and 4 mutual aid, 1 welfare check, for a total of 252 calls.
5. EMA responded to two calls. CPR, Stop the Bleed, and Citizens Response to Active Shooter training is scheduled for August 20th.
6. Met with GDOT Aviation on 7/29 to identify steps to qualify the Brantley County Airport for Federal funding.
7. Clearing has begun on Little Buffalo creek Rd. Paving will begin immediately after Albert Gibson is finished.
8. Staff and the County Attorney continue trying to assemble right of way easements for Britt Still paving Projects.
9. The final hearing for the tax digest and millage rate is August 16th.
10. There is one Personnel Staff vacancy in the Clerk of the Superior Court.
11. Completed the Request for Proposals and Qualifications for the Preliminary Architectural Report and the Environmental Report as required by the USDA, Rural Development for a low interest loan. We received five proposals and will complete the evaluation process August 12th.
12. The Head Start Roofing project is completed with the installation of a 50-year life, metal roof. Additional ceiling work was completed to repair damaged from HVAC leak.
13. The metal roof bid contract on the old EMS Building and the former EOC building was awarded to M&M Builders and will begin in late within a week.
14. The Library's repairs to the soffits and facia are complete and look great.
15. A Compensation and Pay Study was awarded to Condrey and Associates, Athens Georgia, and they are nearing the completion of data collection on current job functions and job descriptions. They expect to provide a preliminary report to the Commission within three weeks.
16. Update on The Georgia EPD mandated actions at the Transfer Station/Landfill
    a) We have ordered the scales and due to material shortages, we anticipate

they will be installed in six months.

b) We continue working with Georgia EPD concerning re-permitting our borrow pit from the current mining permit to an inert landfill so as to receive tree and limb debris.

c) Again, Driver's license, vehicle tag, utility bill, tax bill, voter ID are now required for all vehicles entering the Transfer Station/Landfill. We need to prohibit, persons from other counties dumping heavy loads into our transfer station, as Brantley Taxpayers have to pay the bill for this. (loads of old mildew and molded drywall and building materials trucked into our county from homes under construction or renovation in other counties). Brantley County has to pay a transfer service to truck these materials to other landfills and the Brantley County Taxpayers pay for this. The new scales will solve this problem.

I am sincerely grateful for the warm welcome to Brantley County from the Commissioners, staff, and citizens. I look forward to working with you!

Respectfully Submitted,

Bryan Singleton
County Manager

On behalf of the staff of:

Tax Assessor's Office
The County Clerk's Office
The HR/Finance Office
EMS
EMA
Brantley E-911
Senior Citizens Center
Brantley County Board of Commissioners
Planning and Building
Recreation Department
Roads Department
Code Enforcement
The Brantley County Library
Elections Department
Development Authority

PT-35 (Rev 01/22)

COUNTY MILLAGE RATE CERTIFICATION FOR TAX YEAR 2022

Please provide a copy of this form to your county's Clerk of Superior Court.

http://www.dor.ga.gov

COUNTY: BRANTLEY

Submit original signed copy with digest submission

COLUMN 1	COLUMN 2	COLUMN 3		COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10
District Number Must be Shown	District Name (Inc, Uninc, School, Special Districts, Etc.)	Mark X If District Falls In Unincorporated Area	Mark X if District Falls In Incorporated Area	Enter Gross Millage Rate Before Rollbacks	Sales Tax Rollback O.C.G.A § 48-8-91	Insurance Premium Rollback O.C.G.A § 33-8-8.3		Net M&O Millage Rate Column 4 less Columns 5, 6 & 7	Enter Bond Millage Rate	Total Millage Rate Column 8 plus Column 9
1, 2	Incorporated		X	20.916	3.740			17.176	0.000	17.176
4, 5, 6, 7, 8	Unincorporated	X		20.916	3.740	4.270		12.906	0.000	12.906
1, 2, 4, 5, 6, 7, 8	School	X	X	15.300	0.000			15.300	0.610	15.910
	List Special Service Districts:									
1	City of Nahunta Fire Tax		X	1.250		0.000		1.250	0.000	1.250
4	Calvary Fire District	X		1.250		0.000		1.250	0.000	1.250
5	Waynesville Fire District	X		1.250		0.000		1.250	0.000	1.250
6	Hortense Fire District	X		1.250		0.000		1.250	0.000	1.250
7	Nahunta Fire District	X		1.250		0.000		1.250	0.000	1.250
8	Hoboken Fire District	X		1.250		0.000		1.250	0.000	1.250
	CID/BID:									

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2022

8-19-2022

Date

Chairman, Board of County Commissioners

CALCULATION OF ROLLBACK OF LOCAL OPTION SALES TAX AND INSURANCE PREMIUM FOR BRANTLEY COUNTY FOR 2022:

LOCAL OPTION SALES TAX ROLLBACK:

Sales Tax Receipts / Net Assessed Value = Local Option Sales Tax Rollback

1,279,036.31 / 341,877,588.00 = 0.00374

0.00374 x 1,000 = 3.74 Mills

INSURANCE PREMIUM ROLLBACK:

Insurance Premium Funds / Net Assessed Value Unincorporated Area = Insurance Premium Millage Rollback

1,283,782.91 / 300,639,657.00 = 0.00427

0.00427 x 1,000 = 4.27 Mills

AFFIDAVIT OF PUBLICATION

CURRENT TAX DIGEST AND FIVE-YEAR HISTORY OF LEVY

On behalf of Rick Head, Editor and Publisher, I certify that the advertisement of the Current Tax Digest and Five-Year History of Levy was published in the The Brantley Beacon, a newspaper of general circulation in the State of Georgia in the county of Brantley. This advertisement was submitted to the newspaper for publishing by The Brantley County Board of Commissioners.

Further, I certify that the following information with respect to the advertisement is true and correct:

Date of Publication: Wednesday, August 3, 2022

Size of Advertisement: 4 Columns x 8 inches tall

Location of Advertisement: **The advertisement was not published in the legal ads section of the newspaper.**

Witness my hand and official signature, this 4 day of August, 2022.

Rick Head

Signature of Authorized Representative of Newspaper

Sworn to and subscribed before me

on the day and year first above written.

Taylor Michelle Hoff

Notary Public

My Commission Expires: July 14, 2024

(NOTARY SEAL)

TAYLOR MICHELLE HOFF
MY COMMISSION EXPIRES
JULY 14 2024
PIERCE COUNTY, GA
NOTARY PUBLIC

Reward being offered in theft of boat in Nahunta

By MYRA WILLIAMS
Staff Writer

A $500 reward is being offered to the person providing information leading to the arrest of the person(s) who stole a boat from a Nahunta business.

The 16-foot boat was a 2002 model Sea Fox, white with a center console and had a 70 horsepower Mercury outboard motor attached and resting on a trailer. It was chained outside Robert Wilson's auto repair shop.

Wilson said the suspects were driving a white GMC product, likely a Chevrolet pickup truck with a long wheel base with a fleetside, when they arrived at his shop located south of the red light in Nahunta in the early morning hours of Sunday, July 10.

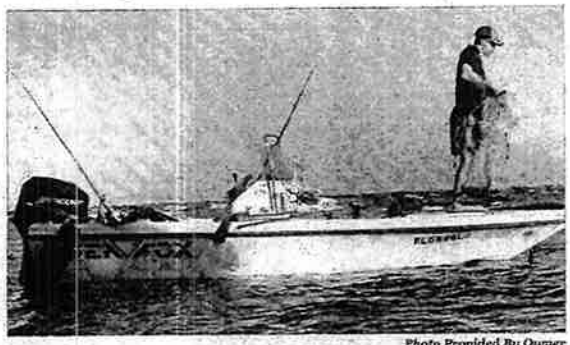

Photo Provided By Owner

This 16-foot, 2002 model Sea Fox boat and trailer with a Florida boat registration was stolen from Robert Wilson's auto repair shop Sunday, July 10.

"They arrived here about nine a.m. and cut a brand new Masterlock off the boat trailer," said Wilson. "I had put a new spindle and hub on the left side of the trailer and sprayed it with primer gray. I did some work on the right side and painted it black."

One way the boat can be recognized, Wilson said, is the bottom of the boat was covered with barnacles like it had been stored in the water for a lengthy period of time.

He stated the owner of the boat, a man from Statesboro, pulled into his shop having issues with the trailer en route to a Florida destination. Wilson agreed to repair the trailer.

"I put a brand new lock on it and they cut it off," said Wilson. "I never thought about anyone taking it."

Nahunta Police Chief Darin Jennings said two cameras, one at the Sonar Station and one at the Nahunta Pawn Shop, caught some video of the incident, but the vehicle tag was not visible.

"I can tell you it was a white Chevrolet truck that hooked up to the trailer and drove away," said Jennings. "The truck headed south on 301. On the Sonar camera, the driver kept his lights off so we could not make out the tag number.

"On the camera from the pawn shop, you could see it was a truck that backed up and hooked up to the trailer. We saw them drive away. That is all we have."

Jennings said the owner did not have insurance on the boat because of its age.

Anyone who sees the boat or may know where it is can receive the $500 reward by calling 911 or local law enforcement agencies.

From Dorothy's Desk

There are no legal holidays or designated days to fly your flag the month of August, however there are days of interest:

• 8/4 – U. S. Coast Guard established in 1780;

• 8/7 – Purple Heart established in 1782 and Vietnamese War began in 1964;

• 8/14 – Japan surrendered ending WWII in 1945 and National Navaho Talkers Day;

• 8/16 – National Airborne Day;

• 8/18 - National Aviation Day;

• 8/26 - Women's Equality Day

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With all these rains my yard is just too wet to cut. Might be someone could get a bale of hay from my yard by the time this rainy season is over.

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Some of us wonder who is going to fill our shoes, but now that Wayne's son is becoming very interested in photography I bet that Wayne knows.

Just a reminder — Come on over and visit us at the library at the Confederate Park in Waynesville. We are open on Wednesdays and Saturdays from 10 a.m.–2 p.m.

Bring your lap top and do your own research and/or we may be able to help you. We have a lot of research material on site. We also have a lot of books that may be checked out if you are a member of the Waynesville Historical Society. Membership is $15.00 annually and with it you also get our monthly publication, "Across the Satilla."

Until later. Dorothy Johns Thomas, djt1927@comcast.net, 912-265-7599

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Sheriff's Report

EDITOR'S NOTE: The Brantley Beacon receives the Sheriff's Report from the Brantley County Sheriff's Office. We are not at liberty to change any facts in the reports that are sent to us.

If there is an error in the report, contact the Brantley County's Sheriff's Office.

• **Outstanding Theft by Deception warrant:** Joseph Lamb, 45, was arrested Monday, July 25 on an outstanding Theft by Deception warrant.

Lamb

• **Battery, Probation Violation:** Albert Sellers, 32, was arrested Tuesday, July 26 and charged with Battery and Probation Violation.

Sellers

Brantley County deputies responded to a call in the 100 block of Dyal Road in reference to Elder Abuse.

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(Continued from Page 1)

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Millage

(Continued from Page 1)

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CURRENT 2022 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

	UNINCORPORATED	2017	2018	2019	2020	2021	2022
UNINCORPORATED VALUE	Real & Personal	287,482,242	289,634,887	300,999,756	292,139,347	301,104,477	356,775,492
	Motor Vehicles	12,834,760	9,747,330	8,091,910	2,542,400	6,759,870	6,509,230
	Mobile Homes	12,568,971	12,541,779	12,830,561	12,485,297	12,761,910	16,584,435
	Timber - 100%	8,786,053	8,024,520	6,741,633	6,949,190	8,542,238	9,321,855
	Heavy Duty Equipment	0	0	0	0	0	0

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UNINCORPORATED AREA		2017	2018	2019	2020	2021	2022
VALUE	Real & Personal	287,482,242	299,654,847	295,919,750	293,139,347	301,704,477	316,775,482
	Motor Vehicles	11,833,760	9,747,130	8,091,210	7,542,600	6,718,370	6,508,250
	Mobile Homes	12,246,971	12,841,773	13,816,590	13,485,297	13,761,910	14,564,655
	Timber - 100%	8,799,050	8,026,520	6,741,621	8,958,130	6,582,210	8,121,655
	Heavy Duty Equipment	0	0	0	0	0	0
	Gross Digest	320,340,032	320,310,490	318,583,804	323,125,334	330,767,973	347,970,042
	Less Exemptions	42,712,423	49,329,972	54,332,135	51,882,328	53,950,699	67,231,205
	NET DIGEST VALUE	270,627,609	271,030,518	264,251,669	271,234,106	274,817,474	300,639,657
RATE	Gross Maintenance & Operation Mileage	20.6340	20.7190	21.1890	21.0290	21.2340	20.9160
	Less Rollbacks (Local Option Sales Tax & Insurance Premium)	6.0570	6.3690	7.2430	7.0950	8.0040	8.0100
	NET M&O MILLAGE RATE	14.5770	14.3560	13.9460	13.9300	13.2300	12.9060
TAX	NET M&O TAXES LEVIED	$3,944,939	$3,891,632	$3,685,254	$3,794,565	$3,635,835	$3,880,353

INCORPORATED AREA		2017	2018	2019	2020	2021	2022
VALUE	Real & Personal	35,973,913	38,135,259	39,563,247	40,398,628	45,790,516	49,597,394
	Motor Vehicles	1,189,910	900,780	659,140	608,240	527,190	483,110
	Mobile Homes	715,065	766,078	741,586	779,528	755,583	814,618
	Timber - 100%	0	47,632	50,342	10,962	37,326	0
	Heavy Duty Equipment	0	0	0	0	0	0
	Gross Digest	37,858,888	39,849,730	41,020,315	41,798,378	42,105,114	46,894,122
	Less Exemptions	2,748,957	3,029,321	2,775,858	2,984,188	2,797,208	5,916,191
	NET DIGEST VALUE	35,107,935	36,898,908	38,244,457	39,214,190	39,308,006	41,297,931
RATE	Gross Maintenance & Operation Mileage	20.6340	20.7190	21.1890	21.0290	21.2340	20.9160
	Less Rollback (Local Option Sales Tax)	2.7030	2.7830	3.1360	3.2860	3.5090	3.7460
	NET M&O MILLAGE RATE	17.9310	17.9360	18.0530	17.7430	17.7310	17.1700
TAX	NET M&O TAXES LEVIED	$629,320	$660,761	$690,427	$696,628	$696,970	$708,303

TOTAL COUNTY	2017	2018	2019	2020	2021	2022
TOTAL DIGEST VALUE	305,735,544	307,920,426	302,495,126	310,448,246	314,125,480	341,877,588
TOTAL M&O TAXES LEVIED	$4,574,439	$4,552,393	$4,375,681	$4,490,185	$4,332,805	$4,588,356
Net Tax $ increase	[illegible]	($22,057)	($176,712)	$114,504	($157,379)	$255,553
Net Tax % increase	-1.62%	-0.48%	-3.88%	2.62%	-3.50%	5.90%

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Commissioners also approved a resolution approving the budgets for the following funds:

- Emergency 911 Fund, $354,609.95
- Drug Abuse Treatment and Education Fund, $12,000
- Capital Projects Fund, $136,000
- Jail Fund, $20,000
- DFCS Maintenance Fund, $7,050

The board then adopted a resolution approving the budgets for the volunteer fire department and setting the proposed millage rate in each special tax district at 1.25 mills:

- Calvary VFD, $39,285
- Waynesville VFD, $99,500
- Hortense VFD, $54,000
- Nahunta VFD, $127,958.23
- Hoboken VFD, $54,550

Commissioners approved a Public Safety User Fee that will be calculated so that every parcel in the unincorporated and incorporated areas of the county (excluding cemeteries) receive a fee of $34.24 plus a $94.44 fee for every residential structure commercial structure, mobile home or other mobile home device or structure, being used as a residence on it, all unincorporated parcels of 25 acres or more with no improvements (no structure) will be assessed the additional $94.44 fee.

The board also approved a motion to set the garbage collection fee at $16.10 a month with the annual payment being $193.10.

Following a brief executive session to discuss litigation, personnel and real estate, the county resumed the called meeting and approved a motion to purchase 66 acres of land west of the Brantley County Airport from Timbervest LLC at a price of $241,000 for additional space for the airport and a new fire station to be located there.

Scragg pointed out with a new fire station located within five miles of a home, the county's ISO rating would be 10, which would save residents money on their home owners insurance anywhere from $200 to $800 a year. Funds for purchasing the land will be taken from the county's ARC monies which are available for that purpose.

BRANTLEY COUNTY
GEORGIA

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Chris Harris, Chairman
Brian Hendrix, Vice-Chairman
Randy Davison, Commissioner
Harold Herndon, Commissioner
Jesse Mobley, Commissioner

Post Office Box 398
33 Allen Road
Nahunta, Georgia 31553
(912) 462-5256
FAX (912) 462-5538
Email: belerk@brantleycounty-ga.gov

Rene F. Herrin, County Clerk
Kendal Lewis, Human Resources Coordinator
Taylor Sheppard, Administrative Assistant
Bryan Singleton, County Manager

August 16, 2022

The Brantley County Board of Commissioners have a web site and attached is proof of posting on website on August 16, 2022.

Chris Harris, Chairman
Brantley County, Georgia

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brantleycounty-ga.gov/BrantleyCountyIncandUninc-5yrHistory.pdf
Google ACCG Insurance eVerify Timekeeping Login | Log in Accountant... Southeastern Bank ACCG Retirement S... Accounts > Sign In » Other bookmarks
BrantleyCountyIncandUninc-5yrHistory.pdf 1 / 1 67%

1

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		Motor Vehicles	11,631,760	9,747,330	8,051,110	7,542,400	6,729,370	4,509,290
		Mobile Homes	12,246,971	12,217,771	12,010,553	11,483,257	11,761,930	10,564,633
		Timber - 100%	8,795,059	8,084,520	6,741,631	8,949,130	8,582,234	8,171,655
		Heavy Duty Equipment	0	0	0	0	0	0
		Gross Digest	320,340,032	320,110,490	326,341,059	321,116,234	330,761,971	347,020,067
		Less Exemptions	48,712,433	49,229,371	54,232,135	51,882,378	50,950,499	87,311,205
		NET DIGEST VALUE	278,637,599	271,880,118	264,451,844	271,234,106	274,817,474	260,639,862
	RATE	Less Maintenance & Operation Millage	20.8240	20.7190	21.1890	21.0250	21.2840	20.8160
		Less Rollback, Local Option Sales Tax & Insurance Premium	6.0590	6.3680	7.2430	7.0750	8.0040	8.0180
		NET MILLAGE RATE	14.6770	14.3560	13.9460	13.9500	13.2800	12.8000
	TAX	NET MILLAGE TAXES LEVIED	4,094,029	3,891,612	3,685,254	3,784,346	3,635,835	3,336,994

		INCORPORATED	2017	2018	2019	2020	2021	2022
INCORPORATED	VALUE	Real & Personal	33,971,951	38,135,260	39,569,247	40,594,648	40,780,618	45,517,394
		Motor Vehicles	1,168,030	820,780	459,140	808,140	523,170	463,110
		Mobile Homes	753,062	756,033	743,506	779,578	754,583	813,616
		Timber - 100%	0	47,617	50,243	30,967	37,875	0
		Heavy Duty Equipment	0	0	0	0	0	0
		Gross Digest	37,893,044	39,669,730	41,022,135	41,794,333	42,105,714	46,794,122
		Less Exemptions	2,768,951	3,079,873	2,775,854	2,564,158	2,797,706	5,616,191
		NET DIGEST VALUE	35,107,931	36,589,857	38,246,457	39,214,149	39,308,008	41,177,931
	RATE	Less Maintenance & Operation Millage	20.8240	20.7190	21.1890	21.0250	21.2840	20.8160
		Less Rollback, Local Option Sales Tax & Insurance Premium	3.7030	3.7030	3.1960	3.2860	3.5030	3.7400
		NET MILLAGE RATE	17.1210	17.0160	18.0930	17.7390	17.7810	17.1760
	TAX	NET MILLAGE TAXES LEVIED	601,120	622,751	692,237	695,670	698,979	706,987

		TOTAL COUNTY	2017	2018	2019	2020	2021	2022
TOTAL COUNTY		TOTAL DIGEST VALUE	305,745,543	307,470,475	302,698,126	310,448,245	314,125,482	321,817,183
		TOTAL MILLAGE TAXES LEVIED	4,695,149	4,512,363	4,378,491	4,479,016	4,334,814	4,043,981
		Net Tax Increase	183,671	-182,786	-133,872	100,524	-144,202	-290,833
		Net Tax % Increase	4.83%	-3.89%	-2.96%	2.30%	-3.22%	-6.70%

BRANTLEY COUNTY BOARD OF EDUCATION
ADOPTED AT AN OFFICIAL MEETING
August 15, 2022

Whereas, the 2022 Georgia General Assembly has provided funds from state appropriations to afford local public school systems the opportunity and encouragement to provide ad valorem tax relief to local school taxpayers; and

Whereas, the 2022 Georgia General Assembly has directed that information be provided enabling the taxpayer to readily ascertain the amount of additional state funds being made available to the local public school system in which taxpayer's property is being taxed; and

Whereas, each taxpayer is to be informed as to what purpose the officials in charge of the local school system and its finances have devoted the uses of such funds; and

Whereas, the Brantley County Board of Education wishes to comply with the mandate and intent of the 2022 Georgia General Assembly.

THEREFORE BE IT RESOLVED, that we, the members of the Brantley County Board of Education, in accordance with O.C.G.A. 20-2-334, as amended, direct that the Brantley County Tax Commissioner show on each tax bill for school ad valorem taxes other than motor vehicle and trailer tax bills a computation as follows:

> The mill rate which the Brantley County Board of Education would have been required to levy to fund a budget equal in amount to the actual budget of the Brantley County School System (including funds authorized for this purpose in the General Appropriations Act) if no funds actually received pursuant to such appropriations for the 2022 fiscal year. The mill rate shall be labeled "Annual Equivalent Mill Rate."

1. Actual School Mill Rate	**M & O**	**15.30**
2. Actual Bond Mill Rate		**.61**
3. Actual Combined Mill Rate		**15.91**

Kim Morgan — 8/15/22
Executive Secretary — Date

Wiley R Crews — 8/15/22
Board Chairperson — Date

PT32.1 (revised April 2019)

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY:	BRANTLEY	TAXING JURISDICTION:	COUNTY INCORPORATED

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL & PERSONAL	40,790,616	2,205,844	2,560,934	45,557,394
	0		0	0
MOTOR VEHICLES	523,190		(40,080)	483,110
MOBILE HOMES	754,583		59,035	813,618
TIMBER -100%	37,325		(37,325)	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	42,105,714	2,205,844	2,542,564	46,854,122
EXEMPTIONS	2,797,708	1,460,297	1,358,186	5,616,191
NET DIGEST	39,308,006	745,547	1,184,378	41,237,931
	(PYD)	(RVA)	(NAG)	(CYD)

2021 MILLAGE RATE:	17.731	2022 MILLAGE RATE:	17.176

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	39,308,006	
Net Value Added-Reassessment of Existing Real Property	RVA	745,547	
Other Net Changes to Taxable Digest	NAG	1,184,378	
2022 Net Digest	CYD	41,237,931	(PYD+RVA+NAG)
2021 Millage Rate	PYM	17.731	PYM
Millage Equivalent of Reassessed Value Added	ME	0.321	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	17.410	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	17.410
2022 Millage Rate	17.176
Percentage Tax Increase	-1.34%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Kathleen L. Patten Adam — 8-19-22

Chairman, Board of Tax Assessors — Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Patricia D Dompkins — 8-19-22

Tax Collector or Tax Commissioner — Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is 17.176

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☑ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Chr Das — Chairman — 8-19-22

Responsible Party — Title — Date

PT32.1 (revised April 2019)

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: BRANTLEY **TAXING JURISDICTION:** COUNTY UNINCORPORATED

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	281,014,060	23,873,372	28,923,390	333,810,822
PERSONAL	20,690,417		2,274,253	22,964,670
MOTOR VEHICLES	6,719,370		(210,090)	6,509,280
MOBILE HOMES	13,761,910		2,802,525	16,564,435
TIMBER -100%	8,582,216		(460,561)	8,121,655
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	330,767,973	23,873,372	33,329,517	387,970,862
EXEMPTIONS	55,950,499	16,518,307	14,862,399	87,331,205
NET DIGEST	274,817,474	7,355,065	18,467,118	300,639,657
	(PYD)	(RVA)	(NAG)	(CYD)

2021 MILLAGE RATE:	13.230	**2022 MILLAGE RATE:**	**12.906**

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	274,817,474	
Net Value Added-Reassessment of Existing Real Property	RVA	7,355,065	
Other Net Changes to Taxable Digest	NAG	18,467,118	
2022 Net Digest	CYD	300,639,657	(PYD+RVA+NAG)
2021 Millage Rate	PYM	13.230	PYM
Millage Equivalent of Reassessed Value Added	ME	0.324	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	**RR - ROLLBACK RATE**	**12.906**	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	12.906
2022 Millage Rate	12.906
Percentage Tax Increase	**0.00%**

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Kathleen L. Patten Adam — Chairman, Board of Tax Assessors — 8-19-22 — Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Patricia D Lompkins — Tax Collector or Tax Commissioner — 8-19-22 — Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is 12.906

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☑ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party — Chairman — Title — 8-19-22 — Date

ROBERTS
CIVIL ENGINEERING

Opinion of Probable Cost

Project Name: Brantley County LMIG 2018-2019
Based on Site Visit: August 2022
Date of OPC: 08-15-2022

Mt Calvary Road- L: 3.6 LM / W: 21'						
General		QTY	UNITS	UNIT COST		COST
1	Grading Complete (Incl, Mobil, clipping, disposal)	1.00	LS	$ 15,000.00	$	15,000.00
2	Traffic Control	1.00	LS	$ 8,500.00	$	8,500.00
				Subtotal	$	23,500.00
Paving						
3	Recycled Asphalt Concrete, Deep Patching, 19 mm Superpave, Incl Bitum matl & H-Lime	35.00	TN	$ 200.00	$	7,000.00
4	Recycled Asphalt Concrete, Leveling Course @ 85#, Incl Bitum Matl & H Lime	1885.00	TN	$ 125.00	$	235,625.00
5	Recycled Asphalt Concrete, Surface Course @ 165#, 12.5 mm Superpave (including driveway aprons)	3675.00	TN	$ 125.00	$	459,375.00
6	Paint Traffic Stripe, 5" White (High-Build)	7.20	LM	$ 4,000.00	$	28,800.00
7	Paint Traffic Stripe, 5" Yellow (High Build)	7.20	LM	$ 4,000.00	$	28,800.00
8	Thermo Traffic Stripe, 24" White	24.00	LF	$ 35.00	$	840.00
10	Shoulder Dressing, (Incl fill material and grassing)	7.20	LM	$ 3,000.00	$	21,600.00
				Subtotal	$	775,040.00
				Total	**$**	**798,540.00**
				15% Contingency	$	119,781.00
				Mt Calvary OPC	**$**	**918,321.00**

Schlatterville Road- L: 1.6 LM / W: 20'						
General		QTY	UNITS	UNIT COST		COST
1	Grading Complete (Incl, Mobil, clipping, disposal)	1.00	LS	$ 15,000.00	$	15,000.00
2	Traffic Control	1.00	LS	$ 8,500.00	$	8,500.00
				Subtotal	$	23,500.00
Paving						
3	Recycled Asphalt Concrete, Deep Patching, 19 mm Superpave, Incl Bitum matl & H-Lime	35.00	TN	$ 200.00	$	7,000.00
4	Recycled Asphalt Concrete, Leveling Course @ 85#, Incl Bitum Matl & H Lime	800.00	TN	$ 125.00	$	100,000.00
5	Recycled Asphalt Concrete, Surface Course @ 165#, 12.5 mm Superpave (including driveway aprons)	1560.00	TN	$ 125.00	$	195,000.00
6	Paint Traffic Stripe, 5" White (High-Build)	3.20	LM	$ 4,000.00	$	12,800.00
7	Paint Traffic Stripe, 5" Yellow (High Build)	3.20	LM	$ 4,000.00	$	12,800.00
8	Thermo Traffic Stripe, 24" White	24.00	LF	$ 35.00	$	840.00
9	Thermo Pavement Marking, R/R X-ING Symbol	2.00	EA	$ 1,500.00	$	3,000.00
10	Shoulder Dressing, (Incl fill material and grassing)	3.20	LM	$ 3,000.00	$	9,600.00
				Subtotal	$	334,040.00
				Total	**$**	**357,540.00**
				15% Contingency	$	53,631.00
				Shlatterville OPC	**$**	**411,171.00**

RE: Change Orders

From: Jeff Bors <jbors@robertscivilengineering.com>
Sent: Tue, Aug 16, 2022 at 9:48 am
To: Bryan Singleton
Cc: Jessica Najar

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image005.jpg (1.4 KB) image006.png (< 1 KB) image008.png (38.2 KB) image009.png (< 1 KB)
image010.png (< 1 KB) OPC Brantley LMIG (2022-08-15) Rev.pdf (192.8 KB) Britt Still Remainder.pdf (184.9 KB)
– **Download all**

Bryan,

Attached you will find the OPC's for Schlatterville and Mt. Cavalry Roads as well as the budget summary for the LMIG projects.

You will have roughly $4656K remaining after all the current projects are complete. The Schlatterville project fits nicely into that budget.

I will be on the road this morning from 10-11:30 if you would like to discuss. I will also be available after 3pm if you have any questions.

Sincerely,

Jeff Bors
Director of Municipal Consulting
Your Success is our Mission!
O: 912.638.9681 | M: 912.506.3639
OUR LOCATIONS

ROBERTS
CIVIL ENGINEERING

From: Bryan Singleton <bcmanager@brantleycounty-ga.gov>
Sent: Monday, August 15, 2022 10:32 AM
To: Jeff Bors <jbors@robertscivilengineering.com>
Subject: RE: Change Orders

Good Morning Jeff,

The Commissioners will be meeting tomorrow evening, with one of the topics including the replacement of Britt Steele with either Mt. Calvary or Schlatterville.

Do you anticipate the estimates for those two, and our current expenditures for Britt Steele, being available by tomorrow evening?

Thanks!

FY	LMIG Funds	% Match	LMIG Expenditure
2018	$ 629,845.30	30%	$ 818,798.89
2019	$ 640,143.28	10%	$ 704,157.61
2020	$ 702,711.69	10%	$ 772,982.86
2018-2020 TOTAL LMIG EXPENDITURE			**$ 2,295,939.36**

Brantley LMIG 2018-2020	Project Cost
Boots Harrison (Complete)	$ 570,023.08
Albert Gibson	$ 331,085.94
Little Buffalo Creek	$ 703,378.94
Little Buffalo Creek Design	$ 27,036.00
Britt Still Design	$ 38,884.00
Britt Still	$ 18,484.80
Satilla Church (Complete)	$ 42,600.00
2018-'20 Project Total	**$ 1,887,686.84**
18-20 LMIG Expenditures	$ 2,295,939.36
2018 LMIG Close Out	$ 819,800.11
2019-2020 LMIG Expenditures Remaining	**$ 1,476,139.25**
Total (Boots Harrison, Albert Gobson, Little Buffalo Creek, & Satilla Church)	**$ 1,010,517.93**
Remaining for Britt Still	**$ 465,621.32**

Total Project Expenditures
$ 819,800.11

BIDS ON PARCEL NUMBER NA02 059

Randolph William Howell	$ 2,240.00
Jimmy M. Woodard	$ 4,624.00
CSX Transportation, Inc.	$17,000.00

STATE OF GEORGIA
COUNTY OF BRANTLEY

RESOLUTION

The Board of Commissioners of Brantley County, Georgia, in a called meeting held on the 16th day of August, 2022, at the Brantley County Commission Office, and after proper motion first made and the same being seconded, passed unanimously, the following Resolution:

THEREFORE, BE IT RESOLVED, that the terms of all checking accounts maintained by the governing authority of Brantley County, Georgia, shall require two signatures, same to be that of a County Commissioner, namely, Chris Harris, Jesse Mobley, Brian Hendrix, Randy Davison and Hal Herndon, the County Clerk, Rene' T. Herrin, or the County Manager, Bryan Singleton; however, the County Clerk and the County Manager shall not be authorized to be the two signatories on a check; at least one County Commissioner must sign any check that has been signed by the County Clerk or the County Manager.

SO DONE, this 16th day of August 2022.

BOARD OF COMMISSIONERS
OF BRANTLEY COUNTY, GEORGIA

Chris Harris, Chairman

Jesse Mobley, Commissioner

Brian Hendrix, Commissioner

Randy Davison, Commissioner

Hal Herndon, Commissioner

ATTEST:

Rene' T. Herrin, County Clerk

EMS Vehicles

From: Bryan Singleton <bcmanager@brantleycounty-ga.gov>
Sent: Tue, Aug 16, 2022 at 10:09 am
To: Chairman Harris, Commissioner Hendrix, Commissioner Herndon, Commissioner Davison, Commissioner Mobley
Cc: BC Clerk

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Images not displayed. **SHOW IMAGES** | **ALWAYS SHOW IMAGES FROM THIS SENDER**

Good Morning,

The following is the current status of our EMS vehicles:

M1 - (55,000 miles) In Texas receiving a new box. Will be ready 9/2 for pick up
M2 - (200,000+ miles) At Miller Tire in Waycross awaiting new ball joints and tie rods
M4 - (200,000+ miles) At Station 1
M5 - (75,000 miles) At Station 3
M6 - (300,000+ miles) At Station 2
M8 - Out of Service

There is an opportunity to purchase a used ambulance from Elite Ambulance Sales for $50,700. Below are the details:

Well maintained Texas truck from a hospital fleet. F450 2wd with the Supercab (extended cab).

Liquid Spring system. It has the second Frazer AC system in the back that is setup to run on shorepower electric supply on this truck. Readypower system and inverter. All lights and sirens and systems operate in spec. Good tires. Transverse O2.

This truck had a NEW 6.7L diesel ENGINE and TURBO installed April of 2020, only about 25k miles on engine and turbo, 197k on odometer. We also have the entire service history spreadsheet for this truck. We got an inspection before we bought it. And it just finished a comprehensive inspection at a Ford dealer, we did one body mount and (2) batteries.

It is located in TX by Dallas at a partner's location. It will be ready about June 16th to ship out. We can coordinate shipping to anywhere in the country or you can fly in and drive it back. We will be posting videos soon.

Alternately, the best we have found for new vehicles is a 2023 International w/ a 12ft box, to be delivered in November, for $253,000.

With the current state of our EMS vehicles, I think we have a dire need for an additional unit. I would like to recommend that the used ambulance be considered for immediate purchase.

Thank you,
Bryan Singleton
County Manager
Brantley County Board of Commissioners
33 Allen Street
Nahunta, GA 31553
Office 912.462.2430
Cell 912.276.0995

BRANTLEY COUNTY COMMISSION
September 6, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on September 6, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members, County Manager, Bryan Singleton and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only

Bill Bennett asked the Board about the new courthouse; asking what meeting was the new courthouse discussed before property was purchased? Bill Bennett asked under County policy anything purchases over $5,000.00 requires three (3) bids, correct? The County Manager stated that has been changed to $10,000.00. Bill Bennet asked what Judges stated the County needs a new courthouse annex? Commissioner Davison stated the Superior Court Judges suggested a new facility.

Public Participation - Speakers added to public participation agenda
Mary Gregor – Spillway at Deerwood and new courthouse

Ms. Gregor expressed her concerns about the new courthouse; the property was purchased to tear down the existing apartments. Ms. Gregor asked about the old chamber building by the Courthouse and would to have the building painted it would be no expense for to the County. The Board agreed. Ms. Gregor asked about the spillway at Deerwood it is growing up and something needs to be done by someone; she can not get her boat in the lake.

1. Executive Session - Litigation and Personnel

Commissioner Hendrix made a motion to go into executive session. Commissioner Herndon seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Hendrix made a motion to affirm matters discussed in Closed Session which was litigation and personnel; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Herndon seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

2. Consideration of the "Brantley Beautification Ordinance"

The County Manager informed the Board that the Planning Commission suggested two changes Section 85-1 Prohibited conditions Paragraph A to change from 3 feet in height to 2 feet in height and Paragraph B by adding "Normal farming operation to be excluded, within reason. Regular Agenda

3. Consideration of an EMS vehicle purchasing plan

The County Manager updated the Board on the status of the ambulances. (Report attached). Commissioner Hendrix asked about this being a diesel or gas it is a diesel. Commissioner Hendrix asked about checking into the chassis, the County Manager stated that even if the County could find one you would have to spend another $30,000.00 to brace it and then with box it will be another $130,000.00. Regular Agenda

4. Consideration of Courthouse Preliminary Architecture Review contractor

The County Manager informed the Board that five (5) bids were received. (Attached is a summary of the bids). There were four (4) evaluations done and IPG Architects & Planners and Jericho Design Group were rated the highest. The panel's recommendation is these two firms be

scheduled for an onsite interview with purpose of selecting the PAR consultant. Regular Agenda

5. Local Option Sales Tax renegotiation with Cities

The County Manager stated that there were three (3) meetings with both Cities for discussion on the renegotiation for LOST allocations. Mayor Crews stated that the City of Hoboken agrees to remain with the current allocation. Mayor Maefield requested an additional 3%. It was discussed that any allocation formula involving population could very likely result in a lower allocation for the cities. On August 18, 2022 the City of Nahunta Council voted 3-2 to support Mayor Maefield's request for an additional 3% of LOST revenue. The County Manager recommends that the County remain at its current allocation, therefore; moving the LOST renegotiation process into non-binding arbitration or mediation. Commissioner Davison commented if the arbitrator recommends a lower percentage, he would like to keep it as is. Regular Agenda

6. Consideration of contract Southern Georgia Area Agency on Aging Senior Center/Home Delivered Meals

The County Manager stated this is a yearly renewal with Senior Center/Home Delivered Meals the cost to the County is$5,058.00. Regular Agenda

7. Consideration of ARPA funds for Senior Center

The County Manager informed the Board that he spoke with Ms. Jeanette Mercer, Senior Center Director, and asked what is needed for her program. Ms. Mercer asked for a laptop, undercounter ice maker and a water heater. The County Manager stated these items will be paid out of ARPA funds. Regular Agenda

8. County Manager report

The County Manager presented a report of activities on different departments for the month of August. (Report attached).

9. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Herndon seconded the motion. All in favor. Motion carried.

Chris Harris, Chairman

ATTEST:
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
September 8, 2022
Regular Meeting
6:00 PM

The Brantley County Board of Commissioners held a regular meeting on September 8, 2022, 6:00 PM, at the Commission office.

Present were Chairman Chris Harris, Jesse Mobley, Randy Davison and Hal Herndon, Board Members, County Manager, Bryan Singleton. Vice Chairman Brian Hendrix and County Attorney, Deen Strickland were absent.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the August 2022 minutes. Commissioner Davison seconded the motion. All in favor. Motion carried.

Commissioner Mobley made a motion to approve the agenda. Commissioner Herndon seconded the motion. All in favor. Motion carried.

REGULAR AGENDA

1. Consideration of the "Brantley Beautification Ordinance"

The County Manager informed the Board that additional language was added to Sec. 85-5 clarifying the enforcement. Commissioner Herndon made a motion to approve the ordinance. Commissioner Mobley seconded the motion. All in favor. Motion carried.

2. Consideration of an EMS vehicle purchasing plan

The County Manager recommended the purchasing of a new vehicle at this time just to have in inventory with ARPA funds; and to set aside in the upcoming years for 2024 and 2026 receivables from the EMS billing up to $300,000.00 just for this purpose of keeping the vehicles rotated with

the understanding of purchasing gas vehicles. Commissioner Davison made a motion to approve the recommendation to purchase the new unit in the amount of $253,000.00 with ARPA funds and set aside receivables to keep rotation of the units in the years 2024 and 2026. Commissioner Mobley seconded the motion. All in favor. Motion carried.

3. Consideration of Courthouse Preliminary Architecture Review contractor

The County Manager stated that the top two (2) bids were from IPG Architects & Planners and Jericho Design Group; the recommendation is to bring these two (2) firms in for an on-site interview. Commissioner Mobley made a motion to approve the interviews. Commissioner Davison seconded the motion. All in favor. Motion carried.

4. Local Option Sales Tax renegotiation with Cities

The County Manager stated his recommendation is to continue with the current allocation. The City of Nahunta is asking for an additional 3%; if the Board approves to continue with current allocation, then that would send this to arbitration. ACCG has a list of arbitrators; most cost around $1,000.00 to $1,500.00 a day. The cost would be same as the LOST allocation which would have the County paying 78% of the cost. Commissioner Mobley made a motion to proceed with the arbitration. Commissioner Davison seconded the motion. All in favor. Motion carried.

5. Consideration of contract Southern Georgia Area Agency on Aging Senior Center/Home Delivered Meals

The County Manager informed the Board that this is a renewal the cost to the County is $5,058.00 a year. Commissioner Herndon made a motion to approve the contract. Commissioner Mobley seconded the motion. All in favor. Motion carried.

6. Consideration of ARPA funds for Senior Center

The County Manager stated that Ms. Jeanette Mercer, Senior Center Director, was asked to provide a list of needs for the center (list attached). Commissioner Davison made a motion to approve the list for the center to

be paid out of ARPA funds. Commissioner Mobley seconded the motion. All in favor. Motion carried.

7. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:
Rene' T. Herrin, County Clerk

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on September 6, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

_____

Members voting against the Closed Session were

_____

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

_____ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 6th day of September, 2022.

Chris Harris

Chris Harris, Chairman

Rene T. Herrin

Notary Public

RENE T. HERRIN NOTARY PUBLIC GEORGIA EXPIRES January 11, 2025 BRANTLEY CO., GA.

AN ORDINANCE BY THE CHAIRMAN AND COUNTY COMMISSION FOR BRANTLEY COUNTY TO AMEND AND REPLACE THE BRANTLEY COUNTY CODE OF ORDINANCE CHAPTER 22-85 THE BRANTLEY COUNTY BEAUTIFICATION ORDINANCE

(FORMERLY ENTITLED: UNSAFE BUILDINGS, SYSTEMS OR PROPERTY)

SECTION ONE

Chapter 22- 85. Short Title.

This Article shall be known as the "Brantley County Beautification Ordinance".

The former Chapter 22-85, the "Brantley County Unsafe buildings, Systems or property ordinance." is deleted in its entirety and is replaced with the following language.

Sec. 85-1. Clean Community

There is hereby created and established within the unincorporated area of Brantley County, Georgia , a Brantley County Beautification Ordinance to establish minimum public health, safety, and general welfare conditions that shall be met by property owners and occupants so that a safe and improved quality of life is attained by residents, businesses, industries, and neighborhoods within the unincorporated area of Brantley County.

Sec. 85-1. Prohibited conditions

A. **It shall be unlawful for property owners and occupants in all areas of unincorporated Brantley County area, or for any agent or representative of such occupant or owner, to permit or maintain on such properties, with overgrown vegetation, overgrown grass which exceeds 2 feet in height, accumulation of weeds, overgrown shrubbery which blocks the view of the roadway and street intersections/corners or to permit the open** accumulation of yard debris or overgrown vegetation which poses potential fire or safety hazards to adjacent properties, single-family or other residential dwellings, manufactured homes, businesses or industries. Such **undesirable conditions render adjacent real estate to be unsafe or dangerous to safe human habitation.**

B. **It shall be unlawful for property owners and occupants in all areas of unincorporated Brantley County area, or any agent or representative of such occupant or owner, to permit or maintain on such properties, any filth resulting in undesirable odors from, but not limited to, livestock/domestic animals, dead animals, open/damaged sewage piping, septic holding and transfer tanks, open containers which retain unusable liquids, stagnant water, or other unsanitary, unsafe or unfit conditions. Normal farming operations to be excluded, within**

reason.

C. **It shall be unlawful for property owners and occupants in all areas of unincorporated Brantley County area, or for the agent or representative of such occupant or owner, to permit or maintain on such properties, any open accumulation of trash or garbage. The open accumulation of trash or garbage includes materials such as wood, metal, plastic, paper debris, furniture and household or commercial garbage.**

D. **It shall be unlawful for property owners and/or occupants in all areas and of unincorporated Brantley County area, or any agent or representative of such occupant or owner, to permit the intentional burning of processed materials, hazardous/toxic liquids, materials, motor vehicle parts, electrical components, household or commercial garbage or furniture. It shall further be unlawful to ignite any fire(s) and allow such fire(s) to burn unattended. Unmanned/uncontrolled fire(s) renders adjacent real estate unsafe and constitutes endangerment to safe human habitation.**

Sec. 85-3. General cleanliness of premises.

The owner and occupant of property within the unincorporated portions of Brantley County shall each be independently responsible for keeping the premises, including all buildings thereon and the full yard thereof, clean and free from all garbage, refuse, filth, dirt, ashes, trash, rubbish and other offensive materials.

Sec. 85-4. Disorderly house.

(a) Any person who keeps and maintains, either by himself or others, a common, ill-governed, and disorderly house, to the encouragement of gaming, drinking, illicit drug activity, or other misbehavior, to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the County; provided, however, before any person is charged under this subsection, written notice shall be given the owner of the property and the person in possession thereof by the law enforcement authority stating the general, customary and common habits of the house, giving fair notice of this subsection and the conduct proscribed thereby.

(b) Any person who shall allow any boisterous, noisy, drunken, or riotous persons to assemble or remain in their house, apartment, or upon their property, after receiving oral notice from law enforcement that boisterous, noisy, drunken, or carousing activities have caused complaint and annoyance to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the County; provided, however, no person shall be charged under this subsection unless the owner or person in possession of the premises has been afforded an opportunity to disburse the assembly or offending person from the premises. This subsection shall not preclude a law enforcement officer from

arresting any individual for criminal trespass where such individual knowingly and without authority remains on private property after being notified by the owner or lawful occupant to depart.

Sec. 85-5 Enforcement

The Code of Brantley County - **Preface, Section 4, dated October 2003.**
Unless another forfeiture is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine of not more than $1,000.00 or imprisonment for not more than sixty days or both. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The forfeiture provided by this section, unless another forfeiture is expressly provided, shall apply to the amendment of any Code section, whether or not such forfeiture is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the county may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

SECTION TWO

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION FOUR
This ordinance shall become effective immediately upon its adoption by the County Commission.

SO ORDAINED, this 8th day of September, 2022

Chr Hans
Chairman
Brantley County

ATTEST:
René S Harris
Clerk of Commission

BRANTLEY COUNTY
GEORGIA

BRANTLEY COUNTY BOARD OF COMMISSIONERS

Chris Harris, Chairman
Brian Hendrix, Vice-Chairman
Randy Davison, Commissioner
Harold Herndon, Commissioner
Jesse Mobley, Commissioner

Post Office Box 398
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Nahunta, Georgia 31553
(912) 462-5256
FAX (912) 462-5538
Email: bclerk@brantleycounty-ga.gov

René L. Herrin, County Clerk
Kendal Lewis, Human Resources Coordinator
Taylor Sheppard, Administrative Assistant
Bryan Singleton, County Manager

September 1, 2022

Commissioners:

Please see the current status of our ambulances below:

M1: Returning 9/4 to be in service at Station 1 (Nahunta)
M2: Will be held as a reserve unit due to high mileage (200,000+)
M4: Will be moved to Station 2 (Atkinson)
M5: Will remain at Station 3 (Hoboken)
M6: Will be held as a reserve unit due to high mileage (300,000+)
M8: Out of service; holding a tag for a new unit

The return of M1 will provide us with three in-service units and two reserves. Due to the fact that three of our units have over 200,000 miles, I am recommending that we proceed with purchasing a new unit at $253,000, to be charged to ARP, with a delivery of December 2022.

With the new EMS billing system, 75% of the projected $1,800,000 is forecasted to be collected, resulting in $1,350,000. Taking a more conservative outlook, if we are able to collect 60% of the billable receipts, we would realize revenue of $1,080,000. Allocating $300,000 of these receipts into an Emergency Services Fund would allow us to purchase new EMS units for 2024 and 2026, and remain on a regular rotation of replacing/remounting units at or near 150,000 miles.

Respectfully,

Bryan Singleton
County Manager

BRANTLEY EMS

Gary W. Riggan, Jr.
1366 Broome St.
Nahunta, GA 31553
(912)462-5390 Office
(912)614-6354 Cell
ems@brantleycounty-ga.gov

Date: 8/18/2022

Proposal for Ambulance Purchase

1. Purchase used ambulance in Denton, TX for $51,000.00
    a. Replaces M8 that has not been in service for over a year.
    b. Has a new engine & has warranty
    c. The unit has only worked in an urban area, only operated on paved roads
    d. Unit speed was limited to 75 mph.
    e. Have complete service records for unit.
2. Purchase 1 new Frazer that will deliver in Dec. 2022 to replace M2.
3. Order 1 new Frazer, this year, to be delivered in mid-2023 to replace M4
4. Order 1 new Frazer, this year, to be delivered in Mid-2024

All new ambulances would be a 12ft box not 14 ft.
***Lead time for a chassis is 12 to 24 months at this time. ***

We could purchase our own chassis, but they would have to prepped for ambulances, if not we would have to pay to have the chassis retro fitted for an ambulance.
New chassis range from $65000 to $85000, plus retro fit $30 - $35 K.

Frazer total cost with chassis and box is $253,000.00
With the autoload system is an extra $22,000.00

By purchasing these units, it will then set BCEMS up to being remounting in 2025 to 2026, at that time we can remount M5 or M1 or purchase a new 12 ft unit in 2026. If all the 14 ft boxes are replaced with 12 ft boxes, this will cut down on weight and issues servicing and maintenance. We can remount the boxes more than once.

I have also attached a copy of the service records for the unit in Denton, TX.

Sincerely,

Thank you,
Gary W. Riggan, Jr.
EMS Chief
Brantley County EMS
NREMT-Paramedic/C.A.D.S
Office: 912-462-5390
Cell: 912-614-6354

Year	2016	Plate #		Oil Filter		AC Comp	Pully
Engine	6.7 LITER	State Insp		Air Filter		AC Field Coil	Hub
VIN	1FD0X4GT9GEC72719	Medic	563	Upper Alt		Lower Alt	
Build #	E-2832						

Date	Mileage	hrs	Work Description
########	108		KEYS AND REMOTES
12/9/2016	4775	443 hrs	5k pm service (443 hrs)
########	5197	481hrs	R.R. inner tire
########	6069		counter corner
1/6/2017	8235	744 hrs	fuel filters
1/17/2017	9833	872 hrs	10k pm service o,f (872 hrs)
1/16/2017	9711		rear door actuator
1/24/2017	10670		rear door switch
2/21/2017	14150	1247 hrs	15k pm service o,t,muffler hanger
3/14/2017	16612	1476 hrs	replaced all fuel filters as needed
4/4/2017	19112		remote cover
4/10/2017	19962	1776 hrs	20k pm service o,f
5/2/2017	22984		remote cover
5/15/2017	24724	2183 hrs	25k pm service (2183 hrs)
6/1/2017	26819		fan clutch
6/26/2017	29890	2644 hrs	30k pm service o,f,t,r, 4 wheel brakes
8/9/2017	34930	3094 hrs	35k pm service both batterys repaired exhaust
9/18/2017	40361	3573 hrs	40k pm service o,f ft tires
10/4/2017	42299		state inspection
########	44823	3980 hrs	45k pm service o,t
11/6/2017	46726	4147 hrs	MEPS bracket, MEPS gen., both belts
########	47189		captains chair seat tracks and seat back
12/4/2017	50045	4452 hrs	50k pm service
1/8/2018	54955	4865 hrs	55k pm service outside counter top corner
2/12/2018	59893		drained fuel tank replaced fuel filters
2/12/2018	59893	5289 hrs	60k pm service o,f,t,r, ft tires and front and rear brakes
2/13/2018	59894		ft end alignment r/f tire

3/27/2018	65738	5817 HRS	65K PM SERVICE
4/17/2018	68800		front curb door hinge replaced
4/17/2018	68916		passenger headlight
4/24/2018	69735	6166 hrs	70k pm service o,f driver mud flap wipers counter corners
5/9/2018	71735		wifi booster and inverter
5/23/2018	73628		DOOR GRABBER PASS SIDE REAR
6/5/2018	75108	6663 hrs	75k pm service o,t repaired rear door
6/14/2018	73236		both battery's
7/3/2018	78731	6980 hrs	vacuum pump gasket, both belts, fan clutch
7/13/2018	79827	7079 hrs	80k pm service o,f
8/23/2018	85094	7453 hrs	85k pm service drivers mud flap all new tires
8/30/2018	86459		both headlamps
9/25/2018	89501	7923 hrs	90k pm service a,o,f,t,r ft & rear bks
10/2/2018	90102		r/r tire
########	92261		state inspection
########	93433		fan clutch
11/5/2018	94779	8389 HRS	95K PM SERVICE
########	99638	8814 hrs	100k pm service o,f washer nosel cabinet vent
1/15/2019	104692	9251 hrs	105k pm service o,t ac filter
1/25/2019	106036		mapping tablet upgrade
1/26/2019	106160	9375 hrs	meps gen belt upper hose and turbo tube
2/1/2019	106999		wiper blades
2/14/2019	108175		REPLACED DEF HEATER, DEF MODUEL AND INJECTOR AS PER TSB
4/3/2019	115007	10184 hrs	115k pm service captians chair seat tracks
5/7/2019	119831	10621 hrs	120k pm service a,o,f,t,r. ft and rear bks ft bk rotors 5 new tires
5/14/2019	120841		fan clutch
6/7/2019	124625		Opticom Install
6/7/2019	124625	11035 hrs	125K PM, counter corner
7/11/2019	129888	11467 hrs	130k pm service ac filter
7/29/2019	132775		#3,#4 temp sensors #2 knock sensor
7/29/2019	132775	11698 hrs	meps gen orange turbo boot
8/6/2019	133930	11740 hrs	#2 injector, oil and filter, map sensor, DEF/DPF and sensors
8/9/2019	134051		air cleaner clean mass air sensor
8/14/2019	134770	11865 hrs	135k pm service rear ac filter

9/17/2019	139704	12272 hrs	140k pm service hood supports
########	140306		#3 injector (f9c03fd028) both batteries
########	140348		state inspection
12/9/2019	140472		ft shocks
########	140472		installed modem and antenna
2/20/2020	142977		comm 2 radio
2/25/2020	143829		both fuel filters
3/5/2020	144702	12726 hrs	145k pm service all new tires ft and rear brakes and l/r axle seal
3/13/2020	145710	12811 hrs	both knox sensors and moduel
3/16/2020	146079	12841 hrs	trap sensor
4/6/2020	146288	12864 hrs	fuel filters w/w nozzles
4/8/2020	146288	12728 HRS	COMPLETE ENGINE WITH TURBO AND INJECTORS
4/29/2020	146300		UV LIGHTS
5/13/2020	146415		dpf system egt sensors
6/23/2020	149667	13270 hrs	150k pm service a,o,f,t,r rear ac filter
6/24/2020	149859		both wipers
7/10/2020	151369		hi idle module
8/3/2020	154089	13731 hrs	fuel filters
8/10/2020	154931	13816 hrs	155k pm service o,f rear ac filter
9/21/2020	159695	14286 hrs	160k pm service a,o,f rear ac filter
10/2/2020	160891		oil sender
########	163117	14643 HRS	FUEL PUMP AND FILTERS
10/6/2020	163447		state inspection
11/3/2020	164187		turbo tube
11/5/2020	164363	14779 hrs	165k pm service
11/5/2020	164363	14779 hrs	meps gen
########	166934		both right rear tires
########	169743	15323 HRS	170K Pm service a,o rear ac filter
1/20/2021	173285		drivers headlamp
2/2/2021	174884	15806 hrs	175k pm service both batteries both left rear tires rear ac filter
2/12/2021	176153		blower motor
2/18/2021	176859	16007 hrs	fuel filters
2/24/2021	177640		WASHER NOSEL AND DRIVERS MUD FLAP
3/31/2021	179925	16319 hrs	180k pm service a,o,f,t,r rear ac filter

5/19/2021	184945	16708 hrs	185k pm service ft and rear brakes drivers seat cushion and cover
5/19/2021	184945		DRIVERS SEAT CUSHION AND COVER
5/20/2021	184826		DRIVERS LEFT BUMPER END CAP
6/7/2021	187625		m6 on side of box
6/21/2021	189516	17052 hrs	190k pm service a,o,f
7/16/2021	192947	17311 hrs	both ft tires
7/28/2021	194868	17464 hrs	195k pm service rear ac filter

BRANTLEY COUNTY
GEORGIA

BRANTLEY COUNTY BOARD OF COMMISSIONERS

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September 6, 2022

Preliminary Architectural Review for Brantley County Courthouse

Contractor submissions to RFP: Five (5) total
Ebert Norman Brady Architects
IPG Architects & Planners
Jericho Design Group
McCall Architecture
Studio 8 Design

A panel of four (4) evaluated each submission based on the following criteria:
1. Overall quality of the Statement of Qualifications… 0-15%
2. The qualifications and experience of the professional personnel to be assigned to the project, including reference checks and sub-contractor credentials… 0-20%
3. The consultant's capability to meet time and project budget requirements and the availability of personnel to respond and provide services in a timely manner… 0-15%
4. Consultant location… 0-10%
5. Present or projected workload that would affect completion of the project… 0-15%
6. Related experience on similar projects… 0-20%
7. Recent or current work related to Brantley County… 0-5%

Based on the panel's review of the submissions, IPG Architects & Planners and Jericho Design Group were rated the highest at 72.75% and 72.5%, respectively.

It is the panel's recommendation that these two firms be scheduled for an onsite interview with the purpose of selecting the PAR consultant.

FY 2023 Local Option Sales Tax (LOST) Renegotiation

July 19, 2022 – First meeting to discuss FY2023 LOST allocations. The following individuals were present representing their respective entities:

Brantley County: Chairman Skipper Harris, Rene' Herrin, & Bryan Singleton
City of Hoboken: Mayor Joey Crews, Linda Henderson
City of Nahunta: Mayor Barbara Maefield, Tom Wirth

Current Allocations:
Brantley County – 78%
City of Nahunta – 15%
City of Hoboken – 7%

July 26, 2022 – Presented 2022 population estimates for the municipalities:

Brantley County – 19,481	92.43%
City of Nahunta – 1005	5.16%
City of Hoboken – 470	2.41%

It was discussed that any allocation formula involving population could very likely result in a lower allocation for the cities.

Mayor Crews stated that the City of Hoboken agreed to remain with the current allocations. Mayor Maefield requested an additional 3% to cover the cost of yard trimming disposal. County Manager Singleton offered to have the yard trimmings transported twice per month, at no additional cost to the cities.

August 9, 2022 – The City of Hoboken agreed to remain at the current LOST allocations. Mayor Maefield again requested an additional 3% in LOST revenue. Mr. Singleton reiterated the offer to pick up yard debris, but Mayor Maefield stated that the additional revenue was for the rising cost of services for a growing city. I reminded Mayor Maefield that the Nahunta population had actually decreased since the last census and there is currently a moratorium on new sewer connections.

August 18, 2022 – The City of Nahunta Council voted 3-2 to support Mayor Maefield's request for an additional 3% of LOST revenue.

The Brantley County Manager recommends that the County remain at its current allocation, therefore moving the LOST Renegotiation process into non-binding arbitration or mediation. ACCG maintains a list of certified Arbitrators and Mediators.

SOUTHERN GEORGIA REGIONAL COMMISSION CONTRACT

Contract # **See Annex A** Contract Period: See **Annex A**

SECTION I:

PARA #101 CONTRACT BETWEEN:

The Southern Georgia Regional Commission (RC), 1725 South Georgia Parkway, West, Waycross, Georgia 31503, designated as the Southern Georgia Area Agency on Aging (AAA), legally empowered to contract pursuant to the Constitution and Laws of Georgia (Official Code of Georgia Annotated, Section 49-2-1), and hereinafter referred to as the RC;

AND

(For name of CONTRACTOR, see Annex A attached hereto)

legally empowered to contract pursuant to the Constitution and laws of Georgia and/or the Georgia Nonprofit Corporation Code, and hereinafter referred to as the CONTRACTOR.

Nothing contained in this contract shall be construed to constitute the CONTRACTOR or any of its employees, agents, or subcontractors as a partner, employee, or agent of the RC, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent CONTRACTOR. CONTRACTOR agrees to advise any client served under the terms of this contract of the independent status of the CONTRACTOR and the RC.

PARA #102 RC AND CONTRACTOR AGREEMENTS:

WITNESSETH:

WHEREAS, the RC's AAA has a need for and desires a comprehensive service delivery system comprised of an array of services for the elderly and/or disabled persons in the Southern Georgia Planning and Service Area (PSA), funded by various fund sources. These services are to be rendered in order that elderly and/or disabled Georgians may live independently in their communities for as long as possible thereby preventing premature institutional placement; and

WHEREAS, the CONTRACTOR has represented to the RC's AAA its ability and interest in providing services to the elderly.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The CONTRACTOR agrees:

1. That the CONTRACTOR may move and/or close service delivery sites during

the term of this contract only with the prior written approval of the Executive Director of the RC.

2. That the CONTRACTOR will deliver the services described in **Annex A.**

3. That reimbursement of Title III funds for the first quarter (July, August, and September) of this contract year is limited to 25% of total federal and state funds as indicated in **Annex A**.

4. That reimbursement (unit cost or line item) will be as specified in **Annex A**.

5. That reimbursement for all services provided under this contract are performance based, to include quality of services, compliance, and/or the number of units served. CONTRACTOR also agrees that the RC's AAA may withhold reimbursement for low, poor, and/or non-compliance performance and if satisfactory explanations are not provided regarding the provision of units and/or services and the ratio of dollars expended.

6. That the RC's AAA may withhold reimbursement until all outstanding paperwork and/or reporting as required by the State and the RC's AAA is satisfactorily completed by the CONTRACTOR and received by the RC. **PARA #206** Programmatic Report Submissions and **PARA #207** Expenditure Report Submissions of this contract provide report submission requirements.

7. That the CONTRACTOR will disclose any agreements between CONTRACTOR and clients receiving services under this contract.

8. That program income (contributions from participants) will be reported to the RC's AAA on the CONTRACTOR's monthly financial reporting form for the same month in which it is contributed. The amount of the program income will be deducted from the CONTRACTOR'S monthly payment. Program income must be tracked separately.

9. That donations from individuals, agencies, organizations, churches, and other entities must be expended in the manner and in the time frame as specified by the donating individual or group. The receipt of these additional funds must be reported to the RC's AAA on the CONTRACTOR's monthly financial reporting form for the same month in which they are received. The amount of the donation will be deducted from the CONTRACTOR's monthly payment. Donations must be tracked separately.

10. That the CONTRACTOR will furnish the required match as indicated in **Annex A**. Requirements for certified cost and/or in-kind match are specified in **PARA #203** of this contract.

11. That the CONTRACTOR will use the DHS, Division of Aging Services, and RC's AAA reporting, information gathering and tracking forms. CONTRACTOR agrees to develop and maintain a separate file on each client

as required by the Division of Aging and the RC's AAA. All required forms will be provided by the RC's AAA under separate cover.

12. That the CONTRACTOR will provide the service(s) as indicated in **Annex A**, Statement of Work at the unit cost specified in **Annex A** (if a unit cost has been established).

13. That the CONTRACTOR agrees to and acknowledges the hearing procedures for grievances as described in **Annex B**.

14. That the CONTRACTOR will use the Uniform Cost Methodology on an annual basis, in accordance with the Division of Aging Services' policies and procedures and the RC's AAA policies and procedures to determine projected costs of contracted services.

15. That the RC's AAA has the right to reduce the amount of this contract. For instance, the RC may exercise this option when projected expenditures are less than the contract amount, for non-performance of duties, or for non-compliance with this contract.

B. THE RC WILL:

1. Assess, monitor, and evaluate progress towards achievement of objectives set forth in all applicable requirements, guidelines, manuals, policies and procedures as required by the Department of Human Services, Division of Aging Services, and the RC's AAA.

2. Provide technical assistance, guidance, consultation, management support and other necessary support.

3. Process programmatic and financial reports and submit to the Department of Human Services, Division of Aging Services for evaluation, dissemination, and reimbursement for the CONTRACTOR.

PARA #103 CONTRACT EXTENSION:

The RC's AAA may extend this contract and/or any part thereof contingent upon availability of funding, CONTRACTOR performance, and resolution of monitoring/audit issues.

PARA #104 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS:

A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES**: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, including the Department of Human Services, Division of Aging Services' policy and the RC's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions,

dismissal, and other elements affecting employment/employees.

B. **NONDISCRIMINATION IN SERVICE PRACTICES**: The CONTRACTOR agrees to comply with federal and state laws, rules and regulations, including the Department of Human Services, Division of Aging Services' policy and the RC's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, sexual orientation, gender identity, handicap, age, creed, veteran status or national origin. No individual shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the RC.

C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT**: The CONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. **SUBCONTRACTOR COMPLIANCE**: The CONTRACTOR agrees to require any subcontractors performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #105 CONFIDENTIALITY OF INDIVIDUAL INFORMATION / HIPAA COMPLIANCE:

The CONTRACTOR agrees to abide by all state and federal laws, rules and regulations, and the Department of Human Services, Division of Aging Services, and the RC's policy on respecting the confidentiality of an individual's records. CONTRACTOR further agrees **not** to disclose any information concerning any individual to any unauthorized person without the written consent of the individual employee, client, or responsible parent or guardian.

It is understood and agreed that DHS and the RC are a "covered entities" as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the RC that its use or disclosure of any person's protected health information received from or on behalf of the RC will be governed by the Business Associate Agreement, attached hereto as **Annex C**, which the CONTRACTOR agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

PARA #106 CONFLICT OF INTEREST:

A. The CONTRACTOR certifies that the provisions of the Official Code of Georgia

Annotated, Section 45-10-20 through 45-10-29, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been vio ated and will not be violated in any respect.

B. CODE OF CONDUCT AND CONFLICT OF INTEREST: No officer, employee, or agent of the CONTRACTOR shall solicit or accept gratuities, favors, or anything of monetary value from suppliers, or potential suppliers, including subcontractors under this contract.

No officer, employee, or agent of the CONTRACTOR shall participate in the selection, award, or administration of a procurement supported by Aging funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization that may be considered for award:

1. the officer, employee, or agent;
2. any member of his or her immediate family;
3. his or her partner; or
4. a person or organization which employs, or is about to employ, any of the above.

C. OFFICIALS NOT TO BENEFIT: No member of or delegate to a State or area Advisory Council shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

PARA #107 CONTRACT MODIFICATION/ALTERATION:

A. Bilateral modification may occur as needed when such modification is requested in writing and signed by both parties and affixed to this contract as an amendment indicating the RC's AAA contract number involved and the paragraph(s) being modified or superseded.

B. Unilateral modification by the RC's AAA may occur in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) are increased or reduced during the term of this contract, the RC has the absolute right to make financial and other adjustments to this contract and to notify the CONTRACTOR accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the contract. A certification by the RC's Executive Director of the occurrence of either of the increases or reductions stated above shall be conclusive.

C. Unilateral modification by the RC's AAA may occur in cases of non-compliance, unreasonable delays, non-performance, or under-performance. Planned performance shall be monitored against actual performance on a quarterly basis. Under-performance in any quarter shall constitute CONTRACTOR approval of unilateral reduction in funds to the level of actual performance.

D. Unilateral modification by the RC's AAA may occur when cost data during contract negotiations was not accurate, complete or current. A unilateral modification by the RC's AAA may occur when a federal or state requirement has been added, revised, or amended during the period of performance or became effective during the period of performance.

PARA #108 RC'S RIGHT TO SUSPEND CONTRACT:

The RC reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the RC's AAA that the CONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the RC's AAA, in the programmatic performance of service delivery.

PARA #109 SEVERABILITY:

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of the contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of the contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of the contract shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect.

PARA #110 TERMINATION:

A. Due to non-availability of funds. Notwithstanding any other provision of this contract, in the event that either of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the RC's AAA incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the State or the RC as of that moment. A certification by the Executive Director of the RC of the occurrence of either of the events stated above shall be conclusive.

B. Due to default or for cause. This contract may be terminated for cause, in whole or in part, at any time by the RC's AAA for failure of the CONTRACTOR to perform any of the provisions hereof. Should the RC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and the termination date. The CONTRACTOR will be required to submit the final contract expenditure report no later that 30 days after the effective date of written notice of termination. Upon termination of this contract, the CONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

C. For Convenience. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective date of cancellation or termination.

D. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occur:

1. CONTRACTOR becomes insolvent of liquidation or dissolution or a sale of the contractor's assets begins.
2. CONTRACTOR or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
3. CONTRACTOR or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of DHS or to DHS.
4. CONTRACTOR has exhibited an inability to meet its financial or service obligations under this contract.
5. A voluntary or involuntary bankruptcy petition is filed by or against the CONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the CONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the CONTRACTOR.
8. The RC deems that such termination is necessary if the CONTRACTOR or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia personnel, consumers/customers/ clients, facilities, or services.
9. CONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
10. CONTRACTOR loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

PARA #111 COOPERATION IN TRANSITION OF SERVICES:

The CONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason will cooperate as requested by the RC and/or DHS to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the RC. This will include but not be limited to the transfer of the consumer/customer/ client records, personal belongings, and funds of all consumers/customers/clients as directed by the RC and/or DHS. CONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the CONTRACTOR to the RC and/or DHS immediately and shall become the property of the RC or DHS. Unless otherwise specified in this Contract, CONTRACTOR shall effectuate and accomplish transition at no

cost to the RC.

PARA #112 FORCE MAJEURE:

Each party will be excused from performance under this contract to the extent it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the contractor from its liability for work performed by any subcontractor. If the services to be provided to the RC and/or DHS are interrupted by a force majeure event, the RC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

PARA #113 ACCESS TO RECORDS AND INVESTIGATION / INSPECTION OF WORK PERFORMED:

A. The state and federal government, the Department of Human Services, and the RC shall have full and complete access to consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the CONTRACTOR and subcontractor for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. CONTRACTOR and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

B. The CONTRACTOR agrees that the RC, and/or the DHS Office of Fraud and Abuse (upon the request), has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the CONTRACTOR. The CONTRACTOR agrees to cooperate fully in such investigations by providing RC and/or the Office of Fraud and Abuse full access to its records and by allowing its employees to be interviewed during such investigations.

C. The RC shall have the right to monitor and inspect the operations of the CONTRACTOR and any subcontractor for compliance with the provisions of the contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this contract. The CONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of the contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or material relevant to or pertaining to this contract. The RC will provide the CONTRACTOR with a report of any findings and recommendations and may require the CONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the CONTRACTOR to make changes in service authorization, utilization practices,

and/or any activity deemed necessary by the RC.

D. The CONTRACTOR agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resu ting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement at to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, sha l be retained for a period of seven years by CONTRACTOR after such appeals, litigation, claims, or exceptions have been resolved.

PARA #114 COLLECTION OF AUDIT EXCEPTIONS:

The CONTRACTOR agrees that the RC may withhold net payments (voucher deduction) equal to the amount that has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The CONTRACTOR may also repay the RC for the total exception by check.

PARA #115 SUBCONTRACTS:

The CONTRACTOR will be responsible for the performance of any subcontractor to whom any duties are delegated under any provision of this contract.

A. The CONTRACTOR agrees to reimburse the RC for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor.

B. If the CONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the CONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the CONTRACTOR is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.

2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost.

C. The CONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the contract requirements. The CONTRACTOR'S failure to proceed against a subcontractor will

constitute a separate breach by the CONTRACTOR in which case the RC or DHS may pursue appropriate remedies as a result of such breach.

PARA #116 PUBLICITY:

The CONTRACTOR will ensure that any publicity given to the program or services provided herein identify the Department of Human Services and the RC's AAA as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the CONTRACTOR. The CONTRACTOR must receive prior approval from the RC's AAA to use the materials. All media and public information materials must also be approved by the DHS Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the CONTRACTOR shall not display the Department of Human Services or the RC's name or logo in any manner, including, but not limited to, display on the CONTRACTOR'S letterhead or physical plant, without the prior written authorization of the DHS Commissioner and the RC.

PARA #117 INTANGIBLE PROPERTY, INVENTIONS, PATENTS, AND COPYRIGHTS:

A. Inventions and patents. The CONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the RC and the Department of Human Services. The federal agency and the DHS shall determine whether protection of the invention or discovery shall be sought. The federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the Department of Human Services is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and departmental purposes.

C. Publications. All publications, including pamphlets, art work, and reports shall be submitted to the RC on disk or electronically.

PARA #118 CONSULTANT/STUDY CONTRACT:

A. The CONTRACTOR agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the RC and the Department of Human Services, appropriately presented to the Board of Human Services, and made a matter of public record.

B. The CONTRACTOR further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with DHS Policy 7901, Protection of Human Subjects.

C. All products developed/collected including raw data, databases, including code specifications shall be the property of the RC and DHS and may be subject to review and validation by RC and/or DHS prior to completion of study.

PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

A. The CONTRACTOR agrees to maintain any required city, county, and state business licenses and any other special licenses required, prior to and during the performance of this contract.

B. The CONTRACTOR is responsible to ensure that subcontractors are appropriately licensed.

C. The CONTRACTOR agrees that if it loses or has sanctioned any license, certification, or accreditation required by this contract or state or federal laws, that this contract may be terminated immediately in whole or in part.

PARA #120 DRUG-FREE WORKPLACE:

A. If CONTRACTOR is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

B. If CONTRACTOR is an entity other than an individual, it hereby certifies that:

(1) A drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of this contract; and

(2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

C. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

(1) The CONTRACTOR has made false certification hereinabove; or

(2) The CONTRACTOR has violated such certification to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA # 121 FEDERAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING:

A. Pursuant to Section 1352 of Public Law 101-121, the CONTRACTOR, by signing **Annex G**, agrees that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. As a condition of receipt of any federal contract, grant, loan, or cooperative agreement exceeding $100,000, the CONTRACTOR shall file with the RC a signed "Certification Regarding Lobbying."

3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instruction, copies of which may be obtained from the RC's AAA.

4. A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the CONTRACTOR under subparagraphs "b" or "c" of this paragraph. An event that materially affects the accuracy of the information reported includes:

   a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or

   b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or

   c. A change in the officer(s), employee(s), or member(s) contracted to influence or attempt to influence a covered federal action.

Any CONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis

for the imposition of such civil penalty.

The CONTRACTOR shall require that the prohibitions and requirements of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. The CONTRACTOR further agrees that in accordance with the federal appropriations act:

1. No part of any federal funds contained in this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

2. No part of any federal funds contained in this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

3. The CONTRACTOR further agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support of defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other purposes.

PARA #122 CRIMINAL RECORDS INVESTIGATIONS:

A. The CONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Section 49-2-14 of the Official Code of Georgia Annotated. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Georgia Applicant Processing Services (GAPS) system. The CONTRACTOR must register with the GAPS at www.aps.gemalto.com/ga/index.htm and follow the instructions provided on the website.

For positions that do **not** involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, CONTRACTOR agrees that applicants selected for such positions are required to complete a fingerprint-base State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the GAPS system. CONTRACTOR must register with the GAPS at www.aps.gemalto.com/ga/index.htm

and follow the instructions provided on the website.

B. Pursuant to O.C. G. A. § 49-2-14, after receiving and reviewing the criminal history report generated through the GAPS process, the Department of Human Services (DHS) will advise the CONTRACTOR if the applicant is eligible or not eligible to provide services to the department. Said advisement will be accomplished through a fitness determination letter issued by DHS Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is **not** eligible to provide services to the Department, said applicant will **not** be eligible to provide services to the Department under any circumstances.

C. The provisions of paragraphs A and B of this contract shall **not** apply to:

1. Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department of Human Services or by the Georgia Department of Early Care and Learning; or

2. Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #123 AIDS POLICY:

The CONTRACTOR agrees, as a condition to provision of services to the Department of Human Services consumer/customer/client/patient, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The CONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the RC and appropriate division or office of the DHS, as the CONTRACTOR deems necessary. The CONTRACTOR further agrees to refer those clients/patients requesting additional AIDS related services or information to the appropriate county health department.

PARA #124 HOLD HARMLESS AGREEMENT:

The parties each agree to be responsible and liable for, and to hold each other harmless from and against any and all suits, legal proceedings, claims, demands, damages, cost and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of or in connection with any negligent or wrongful error, omission or act of a party or anyone acting in its behalf in connection with or incident to this contract, or as a result of any failure of such party to properly carry out its responsibilities under this contract.

PARA #125 DEBARMENT:

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. CONTRACTOR further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions, and have any Lower Tier Contractor sign a certification in the form as set forth in Annex F hereto.

PARA #126 PROPERTY MANAGEMENT REQUIREMENTS:

The CONTRACTOR agrees:

A. That all non-expendable personal property purchased, in total or in part, with funds received from the RC during the term of this contract and all previous contracts is property of the State of Georgia and the Department of Human Services and is subject to the rules and regulations of the Department of Human Services throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Asset Services Section and the RC's AAA.

B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract. The CONTRACTOR understands and will comply with the requirements for inventory of property (at least every two years) and the control system to safeguard against loss, damage or theft as contained in the property manual.

C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 25 days after acquisition of such property, to the RC's AAA (that will report to the Division of Aging Services). The DHS division/office (Division of Aging) will then forward the completed form # 5111 to the DHS Asset Services Section. For any State of Georgia-owned vehicles operated under this contract, the CONTRACTOR agrees to submit to the RC's AAA the Utilization and Data Report furnished by the Asset Services Section in accordance with the DHS Vehicle Management Manual, Chapter 4, Part G.

D. In the event that contract is terminated prior to expiration or is not renewed, the CONTRACTOR agrees to properly dispose of all state property as follows.

1. Prepare Form 5086, Equipment Status Change form, listing all state equipment in the CONTRACTOR'S possession and send this form to the RC's AAA for final disposal determination.

2. Upon notification by the Office of Technology and Support through the RC's

AAA, the CONTRACTOR agrees to transport the state property to the designated state surplus facility. Expenses incurred by the CONTRACTOR in transporting this equipment may be charged to the terminated contract.

PARA #127 DOCUMENTATION OF RENT COST:

A. All CONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three separate statements of comparable rent.

B. Public facility maintenance in lieu of rent budgeted by the CONTRACTOR must be supported by a local statement of service and maintenance cost in lieu of rent in public buildings and by three separate statements of comparable rent. Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200.

PARA #128 VIOLATIONS OF THIS CONTRACT:

The RC will impose sanctions and/or penalties for violations or breaches of the terms of this contract. Sanctions and penalties include, but are not limited to, the following:

A. Withholding payment to the CONTRACTOR until the violation has been corrected;
B. Disallowance of costs associated with or created by the violation;
C. Deobligation of funds from this contract;
D. Termination of this contract in accordance with **PARA # 110**.

PARA #129 SAFE FACILITIES:

The CONTRACTOR agrees that each facility used for the delivery of services to the clients under this contract will be physically and environmentally safe and have an annual fire and health inspection, as appropriate, and that the reports of these inspections will be conspicuously posted at the facility location.

PARA # 130 COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:

The CONTRACTOR agrees to comply with O.C.G.A. Sec. 13-10-90 *et seq.* regarding security and immigration compliance, and that the CONTRACTOR has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. The CONTRACTOR also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the RC, CONTRACTOR will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

The CONTRACTOR certifies by signing and providing the sworn affidavit titled Security and Immigration Affidavits, attached hereto as Annex D, that CONTRACTOR will comply with O.C.G.A. Sec. §13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the RC. Furthermore, CONTRACTOR agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth

in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

PARA #131 CRITICAL INCIDENT REPORTING ("CIR"):

The CONTRACTOR has the responsibility for ensuring the health and safety of clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the CONTRACTOR shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the CONTRACTOR to provide services pursuant to this Contract.

A. In the case of an emergency, CONTRACTOR shall call the appropriate local emergency medical services, police, or fire services (i.e., 911).

B. CONTRACTOR shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable.

C. CONTRACTOR is responsible for taking necessary actions to protect clients from any possibility of harm. In doing this, CONTRACTOR should preserve possible evidence for an investigation if one is to be conducted.

D. CONTRACTOR must notify the appropriate RC staff of the critical incident and results of any immediate action taken. CONTRACTOR is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.

E. The RC will determine whether the CONTRACTOR's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the RC will determine:

1. Whether or not client's health, safety and welfare are adequately protected;

2. That the response to the situation and event was reasonable and appropriate;

3. That the CONTRACTOR's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar situations were taken;

4. That CONTRACTOR and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report;

F. CONTRACTOR agrees to cooperate with the RC in its investigations of Critical Incidents, and implement corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.

G. Each CONTRACTOR shall post a "Notice Concerning Critical Incidents Reporting."

The signage shall be produced by the CONTRACTOR or RC and shall conform in content to the sample Annex E attached to this contract. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.

All other reporting procedures and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.

CONTRACTOR shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of CONTRACTOR's or the RC's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

SECTION II

PARA #201 TYPE OF PAYMENT

The budget with fund source(s) as identified in **Annex A**, is made a part of this contract. For cost reimbursable contracts, the Uniform Cost Methodology Spreadsheet identifies the line items for which reimbursement may be made. For unit cost contracts, payments will be made based on the unit cost identified in **Annex A**.

PARA #202 BUDGET LIMITATION:

A. The maximum reimbursement to the CONTRACTOR will not exceed the total state and federal funds in this contract.

B. Budget revisions are necessary in the following situations:

1. When the scope or objectives of the program change.

2. When the line item expenditures are expected to exceed 10% of the previously approved line item of budgets. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted to and approved by the RC's AAA in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds and does not exceed the total approved budget for this contract. However, a plus or minus deviation of 10% within budget line items except "**equipment**" is authorized. (There is a 0% over expenditure tolerance for an "equipment" line item.)

C. Within 30 days from the date of receipt of a request for line item budget revision approval, the RC's AAA will review the request and notify the CONTRACTOR of its decision if the decision can be made at the RC's AAA level. Line item revisions to budgets are reported directly to the Division of Aging in the Aging Information Management System (AIMS).

PARA #203 REQUIREMENTS FOR CERTIFIED COST AND/OR IN-KIND MATCH:

A. The CONTRACTOR agrees to provide the required local match (certified cost and/or in-kind) as indicated in **ANNEX A**. The CONTRACTOR agrees to report the local match as well as "in-kind support" to the RC's AAA on the required expenditure report as per 45 CFR - Part 74.61(b) and 74.53(d). ("In-kind support" is cash or in-kind furnished or donated to the programs over and beyond the required applicable match which would otherwise have to be reimbursed by Aging funds if the "in-kind support" was not available.) Verifiable accounting records that adequately identify certified cost must be maintained. Allowability of certified cost/cash contributions and in-kind match valuations shall be determined under the provisions of the appropriate federal cost principles.

B. The state term "certified cost" and the federal term "cash contributions" are synonymous terms and are defined below:

Cash Contributions: Cash contributions represent the CONTRACTOR'S cash outlay, including the outlay of money contributed to the CONTRACTOR by other public agencies and institutions, and private organizations and individuals. When specifically authorized in writing by federal legislation, federal funds received from other grants may be considered as grantee's cash contribution.

C. The State and Federal term "in-kind match" is synonymous and is defined below:

In-kind Contributions: In-kind contributions represent the value of non-cash contributions provided by (1) CONTRACTOR, (2) other public agencies and institutions, and (3) private organizations and individuals. In-kind contributions may consist of charges for real property and equipment, and value of goods and services directly benefiting and specifically identifiable to this contract. When specifically authorized in writing by federal legislation, property purchased with federal funds may be considered as grantee's in-kind contribution.

D. The following requirements pertain to the CONTRACTOR'S supporting records for in-kind contributions from private organizations and individuals:

a. The number of hours of volunteer services must be supported by the same methods used by the grantee for its employees.

b. The basis for determining the charges for personal services, materials, equipment, buildings and land must be documented.

E. The CONTRACTOR further agrees to maintain accounting records relative to certified cost/in-kind match in such a manner as to specifically identify each detailed accounting transaction to this specific contract and that these records will be available for the RC's AAA, the Georgia Department of Human Services, Division of Aging Services, Department of Audits and/or Federal auditors to review.

F. The CONTRACTOR agrees to submit a monthly certified cost report by fund source for each program (DHS Form #5215, Report of Certified or In-Kind Costs) not later

than the 5th working day following the end of each month during the term of this contract unless otherwise specified in this contract. Form 5215 will be provided under separate cover.

G. The CONTRACTOR that utilizes subcontractor provided in-kind match or certified cost match will support their Form #5215 report with copies of the subcontractor's Form #5215, Report of Certified or In-Kind Costs. This also includes required match and "in-kind support" by fund source for each program.

H. The CONTRACTOR'S and its subcontractor's Form #5215 agree to include and report all "in-kind support" to the RC's AAA even when there is no required match applicable to a fund source.

PARA #204 ADVANCE OF FUNDS

A. Any advance of federal and state funds permitted by the Department of Human Services, Division of Aging Services, and the RC under this contract must be returned to the Department prior to the end of the contract period. Requests for advances must be submitted to the RC's AAA prior to March 15 of the current program year to receive an advance for the next program year. The CONTRACTOR further agrees that upon termination of this contract for any reason, all unexpended funds held by the CONTRACTOR shall revert to the RC. Receipt of advance of funds by the CONTRACTOR requires a fidelity/assurance bond and the "advance of funds" will be separately recorded in the CONTRACTOR'S accounting records as a unique liability account for advanced funds from the RC. The CONTRACTOR further agrees that the "advance of funds" will be repaid in three equal installments during March, April, and May of the contract period unless the RC approves another repayment schedule. The CONTRACTOR must submit a copy of the fidelity/assurance bond to the RC's AAA prior to the RC issuing advance funds.

B. Should any interest be earned on funds that were advanced by the RC, the CONTRACTOR will report and apply the interest to the cost of this contract prior to making a reimbursement request to the RC's AAA.

PARA #205 FIDELITY BOND:

A. The person who executes this contract and those having the responsibility for the expenditure of funds made available under this contract shall be required to post a fidelity bond in an amount sufficient to assure sound fiscal practices in order to assure the Federal Government, the State, and the RC against loss of funds coming into their possession under the terms of this contract. Such bond shall be payable to, or shall benefit the Southern Georgia Regional Commission. The dollar amount of the fidelity bond shall be determined through use of the DHS Schedule of Fidelity/Assurance Bonds.

B. Fidelity bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223). A list of these companies is published annually by the Federal Department of the Treasury in its Circular 570.

PARA #206 PROGRAMMATIC REPORT SUBMISSIONS:

A. The CONTRACTOR agrees to submit a monthly programmatic/performance statistical report in the form and manner specified by the Division of Aging Services and the RC's AAA. This report, with the exception of the Community Care Services Program as described below (Item B), must be received not later than the close of business of the fifth (5th) working day after the end of each month of service during the term of this contract. Programmatic reporting forms will be provided under separate cover.

B. The monthly programmatic report required of the Community Care Services Program CONTRACTOR must be received by the RC's AAA not later than the close of business of the fourth (4th) working day after the end of each month of service during the contract. The programmatic report will be provided under separate cover.

C. The CONTRACTOR further agrees to submit to the RC's AAA a quarterly programmatic report, if required. This quarterly report must be received not later than the close of business of the seventh (7th) working day after the end of each quarter. The required quarterly report forms will be provided under separate cover.

D. Failure to submit programmatic and/or expense reports to the RC's AAA by the deadlines specified above may result in a delay in reimbursement for services.

E. The CONTRACTOR also agrees to submit any other programmatic reports in the form and manner as specified by the RC's AAA. Failure to submit requested information may result in a delay in reimbursement.

F. The CONTRACTOR also agrees to submit a "final supplemental/13th month" programmatic report on this contract, if required, not later than 30 calendar days following the end of the program year or the contract termination date. A request for reimbursement will not be honored if the programmatic reporting requirements have not been completed satisfactorily.

PARA #207 EXPENDITURE REPORT SUBMISSIONS:

A. The CONTRACTOR agrees to submit a monthly reimbursement request in the form and manner as specified by the Division of Aging Services and the RC's AAA to be received by the RC's AAA not later than the close of business of the fifth (5th) working day after the end of the month of service during the term of this contract. Monthly reporting form(s) will be provided under separate cover.

B. The RC's AAA may withhold reimbursement if satisfactory explanations are not provided regarding the provision of services provided and dollars expended. Failure to submit programmatic and/or expense reports to the RC's AAA on time may result in a delay in reimbursement for services.

C. The CONTRACTOR further agrees to submit the "final supplemental/13th month"

expenditure report on this contract, if required, not later than 30 calendar days following the end of the program year of the contract termination date. Any reimbursement request submitted after said 30 days will not be paid by the RC's AAA. The reporting form for the "final supplemental/13th month" report is the same as the monthly reporting forms.

SECTION III

PARA #301 CONTRACTOR COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

The CONTRACTOR agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the RC for any loss of funds or resources resulting from non-compliance by the CONTRACTOR, its staff, agents, or subcontractors as revealed in any subsequent audits. CONTRACTOR understands that the following items, as relevant to the service(s) to be provided, apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

A. 45 CFR Part 74; as used in this contract, the word CONTRACTOR is synonymous with the word Subgrantee as used in this Code of Federal Regulations.

B. The federal cost principles for determining allowable costs under this contract is 2 CFR 200.

C. Fair Labor Standards Act of 1938, as amended.

D. Georgia DHS Division of Aging Services Programmatic Policies and Procedures, Standards and Guidelines for Area Agencies on Aging, as amended.

E. Community Care Services Program Policies and Procedures, as amended.

F. Brookdale Model Guidelines: How to Start and Manage a Group Activities and Respite Program for People with Alzheimer's and their Families.

G. 45 CFR Part 92

H. Federal Programmatic Regulations (as applicable to the service to be provided):

1. Title III - 45 CFR Part 1321, Administration on Aging, Older Americans Program, and Older Americans Act of 1965, as amended, Section 311, 42 U.S.C. 3030a, Section 604, 42 U.S.C. 3057c; Agriculture and Consumer Protection Act of 1973, as amended, Section 4(a), 7 U.S.C. 612c note; Agricultural Act of 1949, as amended, Section 416, 7 U.S.C. 1431; Food and Agriculture Act of 1965, as amended, Section 709, 7 U.S.C. 1446a-1.

2. Long Term Care Ombudsman - Older Americans Act of 1965, as amended (42

U.S.C. 3027 (a) (12) 45 CFR 1321 O.C.G.A. 31-8-50 et. Seq.

3. SSBG - Social Block Grant (Title XX) Omnibus Budget Reconciliation Act of 1981 P. L. 97-35

4. Title V - 41 CFR Part 29-70, 103; 29 CFR Part 89 or 20 CFR Part 674

5. CCSP - 45 CFR Part 200 Title XIX, Social Security Act, 1987, as amended

6. GEORGIACARES - Section 4360 of the Omnibus Budget Reconciliation Act of 1990, P.L. 101-508, P.L. 101-166 Section 511

I. Health Insurance Portability and Accountability Act (HIPAA) and 45 CFR Parts 160 and 164.

PARA #302 AUDITS:

A. **Local Governments and Nonprofit Organizations**- CONTRACTORS that expend $750,000 or more in **Federal funds** during their fiscal year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Uniform Guidance is located in 2 CFR part 200. Its audit requirements are located in 2 CFR part 200, subpart F. The audit reporting package shall include the documents listed in the Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

CONTRACTORS expending $100,000 or more in **State funds** during their fiscal year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in the Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

CONTRACTORS expending at least $25,000 but less than $100,000 in **State funds** during the fiscal year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official as descried in the Department of Human Services On-line Directives Information System POL 1244, External Entities Audit Standards and Sanctions.

CONTRACTOR further agrees to submit the required audit or financial statements within 180 days after the close of the CONTRACTOR's fiscal year.

B. **For Profit Organizations**- Funds awarded to these CONTRACTORS cannot be expended to pay for the cost of a financial statement audit. In lieu of a financial statement audit, the CONTRACTOR must make available to the Regional Commission (RC) and its designees access to records and financial statements

necessary for the RC to determine compliance with laws, regulations, and the provisions of the contract. RC's designees shall include, but not be limited to, RC employees, RC auditors, RC consultants, or federal and state employees. Records must be made available upon request for both announced and unannounced visits.

The RC may choose to arrange and pay for a "limited scope audit" which will include "agreed-upon procedures conducted in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants." These "limited scope audits" will address one or more of the following types of compliance requirements:

- activities allowed or unallowed;
- allowable costs/cost principles;
- eligibility;
- matching, level of effort, earmarking; and
- reporting

The RC will engage an independent Certified Public Accountant to conduct the aforementioned "limited scope audit."

C. The CONTRACTOR will be liable for any audit exceptions (findings, questioned costs, disallowed costs) resulting from failure to adhere to any of the regulations cited in this contract or any appropriate state or federal law. When the costs have been declared disallowed by the RC, such funds shall be promptly refunded to the RC upon written request from the SGRC to the CONTRACTOR.

Failure to comply with the above audit and financial reporting requirements could be cause for the RC to suspend payments, to terminate this contract, and/or to require a refund of all monies received under this contract.

PARA #303 ENTIRE UNDERSTANDING

This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract may be deemed to exist or to bind the parties at the time of execution.

SECTION IV

PARA #401 CONTRACT ANNEX INCLUSION:

All annexes, as applicable, are made a part of this contract and are hereto attached:

Annex A - Statement of Work (includes budget)

Annex B – Older Americans Act Hearing Procedures

Annex C- Business Associate Agreement (HIPAA)

Annex D- Security and Immigration Affidavits

Annex E- Notice Concerning Critical Incident Reporting

Annex F- Certification Regarding Debarment

Annex G- Certification Regarding Lobbying

SIGNATURES TO CONTRACT BETWEEN

THE SOUTHERN GEORGIA REGIONAL COMMISSION

AND

BRANTLEY COUNTY

CONTRACT # AAA-2023-19

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

Brantley County Execution

Signature

Chris Harris, Chairman
Name and Title of Individual Signing

Date June 20, 2022

Witness

Southern Georgia Regional Commission (RC) Execution:

Signature

Lisa Cribb, Executive Director
Name and Title of Individual Signing

Date 7/27/2022

Witness

Signature

Joyce Evans, RC Council Chair
Name and Title of Individual Signing

Date 8/11/2022

Contract # AAA-2023-19
Annex A

STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor:	Brantley County Commission
Physical Address:	33 Allen Road Nahunta, GA 31553
Mailing Address:	789 Burton Street, Suite 200 Nahunta, GA 31553
Project:	Operation of a Senior Center *(with Congregate and Home Delivered Meals)*
Contract Period:	July 1, 2022 through June 30, 2023
Legal Contact:	Rene T. Herrin, County Clerk 33 Allen Road P.O. Box 398 Nahunta, GA 31553 (912) 462-5256 Fax: (912) 462-5538 E-mail: bcbc@btconline.net
Financial Contact:	Kendal Lewis, Financial HR Coordinator 33 Allen Road P.O. Box 398 Nahunta, GA 31553 (912) 462-5256 Fax: (912) 462-5538 E-mail: bcadmin1@btconline.net
Programmatic Contact/ Address of Center:	Jeanette Mercer, Site Manager 789 Burton Street, Suite 200 ~~P.O. Box 147~~ Nahunta, GA 31553 (912) 462-3525 Fax: (912) 462-6264 E-mail: nettemercer@gmail.com

II. SUMMARY

A. Purpose of Project

The purpose of the project is to operate a senior center in Brantley 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 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, 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 specified by the Southern Georgia Area Agency on Aging (AAA)

2. To operate a senior center for a minimum of four hours per day

3. To meet the congregate meal service requirements. DAS requires the Southern Georgia region to provide an average of 30 congregate meals per day at the area's senior centers. All senior centers must strive to serve 30 congregate meals (or more) per day, but all senior centers must serve a minimum of 20 congregate meals per day.

4. To provide a minimum of one hour per day of wellness activities approved by the participants at the senior center. These activities are in addition to nutrition education services, but may include recreation, exercise, health promotion/wellness, and medication management activities.

5. 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.
6. To ensure the provision and documentation of quarterly fire drills and annual tornado drills

7. To serve 4,400 home delivered meals (units) annually

8. 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 a few exceptions, congregate and home delivered meals participants must usually (1) be 60 years of age or over or (2) be the spouse of an eligible 60+ participant, regardless of age. Home delivered meals participants must be homebound and 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.

Details of eligibility and priority of services for congregate and home delivered meals are outlined in DHS DAS Program Guidelines and Requirements (Section 202) and Nutrition Services (Section 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 of the DHS DAS Senior Center Requirements.)

D. Service Area

The service area is Brantley County, Georgia. However, with prior approval from the Southern Georgia Regional Commission (RC), the contractor may serve residents of other counties.

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. All senior center staff must have COGENT/GAPS national and state criminal background checks.

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

Contractor staff at the senior center will not be responsible for preparing meals. Meals will be prepared and delivered in bulk containers to the senior center by a food vendor. Contractor staff will be responsible for serving the food at the center and for clean up after each meal.

Contractor staff is also responsible for individual packaging and delivery of home delivered meals from the senior center to the homes of eligible participants. (The food vendor will provide packaging material.) The contractor must employ at least one staff person (or have an RC approved subcontractor) to deliver meals 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. Staff/Volunteers entering the homes of home delivered meals clients must have COGENT/GAPS national and state criminal background checks.

To ensure compliance with requirements of Georgia Division of Public Health, the site manager must achieve and maintain ServSafe certification in accordance with ServSafe requirements.

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. Holidays to be observed include New Year's Day, Martin Luther King's Birthday, Good Friday, National Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas (2 days). The AAA will notify the contractor of the actual dates these holidays will be observed, as these dates must be coordinated with the food vendor.

Requests for deviations from the normal operating schedule must be submitted to the AAA and food vendor for approval at least one week 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. Aging and Disability Resource Connection (ADRC) as Single Point of Entry

The Southern Georgia Area Agency on Aging is the ADRC, 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 ADRC intake and screening staff.

When the contractor receives inquiries about services or requests for services, the information must be forwarded to the AAA where ADRC staff will conduct telephone screening.

The contractor agrees to provide the AAA toll free telephone number (1-888-73-AGING / 1-888-732-4464) or local number (912-287-5888) to inquirers and to encourage them to call the number for a telephone screening to identify their needs and for referral to the appropriate services.

I. Participant Registration and Assessment/Reassessment

Contractor staff is responsible for registration and assessment/reassessment of congregate participants. Contractor staff is **not** responsible for intake/registration and assessments/reassessments for home delivered meals participants. Contractor staff will maintain a participant file for each congregate and home delivered participant. The file will contain all pertinent forms and information related to the participant.

Also, contractor staff must coordinate, as necessary, with the Southern Georgia Area Agency on Aging's case management provider who will complete intake/registration forms and conduct on-site assessments/reassessments for home delivered meals participants.

AAA staff and/or the case management provider will route completed forms (without a begin date) to staff at the senior center. Senior center staff will enter a "begin date" on the form prior to submitting it to the RC. Forms must be submitted upon completion, rather than on a monthly basis.

Also, when a client's services are terminated (due to death, relocation, eligibility changes, etc.), senior center staff is responsible for immediately notifying the RC by submitting a client intake/registration form to the RC with an "end date" indicated on the form.

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. All interested individuals are to be referred to the Southern Georgia Area Agency on Aging's ADRC staff at 888-73-AGING / 888-732-4464 for telephone screening and telephone assessment.

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 menu planning meetings conducted by the AAA. These meetings will usually be held at a senior center within the eighteen-county area.
c. Develop a calendar for each month that shows the scheduled/planned senior center activities for each day of the month. The calendar must be posted on the bulletin board and filed and maintained as documentation of activities. A copy must be submitted with the monthly report and logs.
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 Southern 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

L. Site Council

Center management shall be responsible for developing a site council to represent participants and give them input on:

- program/activity planning
- feedback on quality/acceptability of services provided (particularly regarding quality of meals and input on menu planning)
- recommendations for improved center operations
- Identifying a center-specific wellness goal

Participants shall elect members and officers. The center director may be on the council, if the council chooses. Participation in the site council is not limited to center members.
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. Wasted Meals

The Southern Georgia Regional Commission's AAA will pay for up to a total of ten (10) wasted meals per month. (The total includes wasted congregate meals plus wasted home delivered meals.) The contractor will be financially responsible for all wasted meals in excess of ten (10) per month.

N. Availability of Technical Assistance

The Southern Georgia Regional Commission's AAA will provide guidance and technical assistance, as needed, to contractor staff. For instance, a program manager at the AAA will be assigned to provide instruction and guidance for contractor staff members and to serve as their primary contact at the AAA. Also, AAA staff will be available to assist in the planning and organization of successful wellness goals. The AAA will also provide assistance in meeting nutrition education requirements.

III. PROJECT MANAGEMENT

A. Program Management System

The Brantley County Commission is a local government. The chairman of the county commission is responsible for the overall performance of the project.
The following staff positions with examples of job duties included in this project are:

County Clerk - Responsible for financial aspects of the project. Prepares and manages the budget. Responsible for personnel issues. This individual will not charge time to this contract.

Senior Center Director - Responsible for everyday operations of the center, including food service activities and oversight of senior activities. Ensures that quality programs and activities are planned and provided. Ensures that programs and services comply with state and local requirements. Prepares and submits (or ensures the preparation and prompt submission of) data entry forms and monthly reports. Maintains client files. Attends training provided by Southern Georgia AAA. He/she will work approximately 1820 hours on this 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 Southern Georgia Regional Commission. The contractor's fiscal year is January 1 through December 31. The accounting system is compliant with the Georgia Department of Community Affairs Uniform Chart of Accounts. 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. Financial records are maintained at 33 Allen Road, Nahunta, GA 31553. All records relative to this program will be available to RC staff (or the RC'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 Southern Georgia Regional Commission. The monthly report will be submitted to the RC by the 5th 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.

Along with the monthly report form and the congregate and home delivered logs, the following documentation will be submitted: program income/contribution form with appropriate signatures, volunteer time sheets with appropriate signatures, temperature recording forms, monthly calendar, and written documentation of any unusual occurrences (i.e., emergency situation, altercation with or between participants, complaints, etc.) during the prior month. The RC reserves the right to request other supporting documentation.

D. Fund Source(s) and Match Requirements

As illustrated below, Title III Older Americans Act funding (Congregate 1 and Congregate 2) requires a local match of 10%.

Service	Fund Source	CFDA#	Federal	State	Local	Total
Congregate	Title III CI	93.045	21,219	1,248	2,496	24,963
Home Delivered Meals	Title III C2	93.045	21,775	1,281	2,562	25,618
		TOTAL	42,994	2,529	5,058	50,581

The contractor will furnish the required local match, and volunteer time will be used to meet the requirement. 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.

E. Budget

The total amount of this contract is **$50,581**, including local match.
This is a unit cost contract, and the unit cost is:

- **$ 5.25 for congregate**
- **$ 6.06 for home delivered meals**

For information purposes, the Uniform Cost Methodology Spreadsheet used to establish this unit cost is on file at the RC. 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 RC 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:

Typed or Printed Name	Title	Signature
Rene' Herrin	County Clerk	Rene' Herrin
Kendal Lewis	Account Payable/HR	Kendal Lewis
Taylor Shuppard	Administrative Asst.	Taylor Shuppard

OFFICE OF AGING
DEPARTMENT OF HUMAN SERVICES
OLDER AMERICANS ACT
HEARING PROCEDURES
MARCH 1990

I. PURPOSE

The purpose of these procedures is to establish a hearing mechanism in compliance with Title III of the Older Americans Act of 1965, as amended, and its implementing regulations.

II. AUTHORITY

Older Americans Act of 1965, as amended, (Section 307 [a][5]); 42 USC 3027 (a)(5); 45 CFR PART 1321; O.C.G.A. Section 49-6-2; DHS Rules Chapter 290-1-1; or their successors.

III. DEFINITIONS

1. "Grant" means an award of funds from a federal agency to the State Unit of Aging. Subsequent awards below the State Unit on Aging level (grantee level) are referred to in both federal legislation and regulation as a "subgrant" and the recipient as the "subgrantee." The Department of Human Services, Office of Aging utilizes a formal contract to authorize others to provide actual services to clients, and requires its contractors to utilize a formal subcontract to authorize others to provide any services to clients. The Office of Aging also requires that any subcontractual relationships be indicated in the Area Plan on Aging.

For the purposes of this Hearing Procedure:

A. The terms "contract" or "contractor" shall mean the Area Agency on Aging (AAA) having a direct contractual relationship with the Office of Aging.

B. "Subcontractor" shall mean an entity authorized by subcontract with the AAA or another service provider to provide services to older Georgians funded through a subgrant (subcontract) under the AAA's plan as defined in 45 CFR Part 1321.3 with the express approval of the Area Agency on Aging and/or the Office of Aging through the approved Area Plan on Aging.

2. "Service Provider" means the entity that is awarded a subcontract from an AAA to provide services to older Georgians under the Area Agency on Aging's Area Plan on Aging as defined in 45 CFR Part 1321.3

For purpose of these Hearing Procedures, "Service Provider" shall also mean, an entity:

A. Which has been awarded a contract from the AAA to provide services; or,

B. Which has been awarded a subcontract from a primary service provider (AAA contractor) to provide services as approved by the AAA, to older Georgians under the Area Agency on Aging's Area Plan on Aging.

3. "Adverse Action" means:

A. The denial of an application to provide services under an Area Plan on Aging; or,

B. The termination or nonrenewal of a contract or subcontract for provision of services under an Area Plan on Aging; or,

C. The termination or nonrenewal of a grant, subgrant, contract or subcontract for the provision of nutrition services with a service provider who was once a Title VII nutrition project service provider; or,

D. The denial of an application for designation as an Area Agency on Aging or

E. The withdrawal of designation as an Area Agency on Aging; or

F. The disapproval of an application for designation of a Planning and Service Area.

4. "State Unit on Aging" means the Department of Human Services, Office of Aging as identified in the State Plan on Aging. For purposes of these Hearing Procedures, the terms "State Unit on Aging" and "Office of Aging" are interchangeable.

5. "State Plan on Aging' means the plan developed by the State Unit on Aging and submitted to the Commissioner of the Administration on

Aging as specified in Section 307 of the Older Americans Act of 1965, as amended.

6. "Area Agency on Aging" (AAA) means the organization designated by the State Unit on Aging in accordance with Section 305 (5) (C) of the Older Americans Act of 1965, as amended, and as identified in the State Plan on Aging.

7. "Area Plan on Aging" means the plan developed by the designated Area Agency on Aging for a Planning and Service Area as specified in Section 306 of the Older Americans Act of 1965, as amended.

8. "Hearing Officer" means the Director of the Office of Aging or his/her designee.

9. "Applicant to Provide Services" means an entity:

   A. Which is responding to a Request for Proposal as issued by an Area Agency on Aging; or,

   B. Which is responding to an approved (by the AAA) solicitation issued by a primary service provider (contractor) of the Area Agency on Aging.

IV. PROCEDURES FOR REQUESTING A HEARING

1. An opportunity for a hearing will be offered to:

   A. Any applicant for designation as an Area Agency on Aging; or,

   B. Any Area Agency on Aging; or,

   C. Any applicant to provide a service under an Area Plan on Aging;

   D. Any Title III service provider, under an Area Plan on Aging; or

   E. Any applicant for designat on as a Planning and Service Area.

who has been subject to an adverse action as defined above by a current service provider, Area Agency on Aging or the State Unit on Aging.

2. Any adverse action taken by any party must be in writing, must identify the party making said adverse action, and must advise all parties with rights under these procedures of the right to appeal said action by first requesting a reconsideration of the decision and, if necessary, requesting a hearing by the AAA and/or Office of Aging as described herein. All applicable time limits shall be clearly stated in all communications.

3. A. If the decision being appealed was made by the AAA or one of its subcontractors, then the aggrieved party must request, in writing, a reconsideration of that decision at the AAA level within seven (7) calendar days of receipt of the adverse action. If the decision being appealed was made by one of the AAA's subcontractors, the aggrieved party must also send a copy to that contractor at the same time. The AAA shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the AAA's final decision within seven (7) calendar days of the reconsideration conference.

   B. If the issue is not resolved at the AAA level, then the aggrieved party may request, in writing, a hearing by mailing a hearing request to the Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The hearing will be held by the Director or his or her designee. The request must be made within fourteen (14) calendar days of receipt of the final decision of the AAA. The hearing request must specifically identify the complaining party, the party who took the adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.

4. A. If the decision being appealed was made by the Office of Aging, then the aggrieved party must request, in writing, a reconsideration of that decision at the Office of Aging level within seven (7) calendar days of receipt of the adverse action. The Office of Aging shall provide a reconsideration conference for review of the action within seven (7) calendar days of receipt of the request, and shall inform, in writing, both the aggrieved party and the contractor, if appropriate, of the State Unit on Aging decision within seven (7) calendar days of the reconsideration conference.

B. If the issue is not resolved through reconsideration at the Office of Aging level, then the aggrieved party may request, in writing, a hearing. Request for hearing should be made to Director, Office of Aging, 878 Peachtree Street, Room 623, Atlanta, Georgia 30309. The request must be made within fourteen (14) calendar days of receipt of the reconsideration decision of the State Unit on Aging. The hearing request must specifically identify the complaining party, the party who took the adverse action, the adverse action being appealed, the basis for the appeal, and the relief that is being requested.

C. If the decision being appealed was made by the Office of Aging, the Director shall designate a hearing officer from outside the Office of Aging to preside over the formal hearing.

5. The issue at the reconsideration conference shall be limited to whether or not the decision being appealed was reached in accordance with the applicable procedures and was within the scope of authority of the agency taking the action.

V. SCOPE OF ISSUES AT HEARING

The issue at the hearing will be limited to whether or not the decision being appealed was reached in accordance with the applicable procedure and was within the scope of authority of the agency taking the action. Applicable current State and Federal laws and regulations concerning procurement, and the "Procedures for Competitive Procurement," Department of Human Services, Office of Aging, will govern. Where the issue involves the award, denial or termination of a contract or subcontract, ordinary principles of Georgia contract law will also govern.

VI. HEARING PROCEDURES

1. The hearing request will not stay or otherwise delay implementation of the action appealed, unless a stay or delay is requested in writing and granted by the Hearing Officer.

2. Within thirty (30) calendar days of receipt of the hearing request by the Office of Aging, the Hearing Officer will mail or deliver to the parties a written notice of hearing, giving at least fifteen (15) calendar days advance notice of the hearing date.

3. The hearing will be conducted according to the "contested case" procedures of the Georgia Administrative Procedure Act and DHS Rules Chapter 290-1-1, or their successors.

4. If the hearing is conducted by the Director of the Office of Aging, his or her written decision will be issued to the parties within thirty (30) calendar days of closure of the hearing record and will constitute the final administrative decision of the Department of Human Services. The decision of the Director of the Office of Aging will advise the parties of any available judicial or Federal administrative appeal rights.

5. If the hearing is held by a designee of the Director, the Hearing Officer will issue a written recommended decision to the parties and to the Director within thirty (30) calendar days of closure of the hearing record. The Director of the Office of Aging may affirm, modify, or reverse the recommended decision on his or her motion, or on written application of either party filed within thirty (30) calendar days of issuance of the recommended decision. The Director's decision will constitute the final administrative decision of the Department of Human Services, and will advise the parties of any available judicial or Federal administrative appeal rights.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective this 1st day of July, 2020 (hereinafter the "Effective Date") is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Business Associate (hereinafter referred to as "CONTRACTOR").

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" intonation.

2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:

A. Use PHI for internal quality control and auditing purposes.

B. Use or disclose PHI as Required by Law.

C. After providing written notification to DHS's Office of Inspector General, use PHI to make a report to a health oversight agency authorized by law to investigate DHS (or otherwise oversee

the conduct or conditions of the DHS) about any DHS conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.P.R. 164.502(j)(l). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to DHS's Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate DHS.

D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).

3. Contractor warrants that only individuals designated by title or name on Attachments [BAA Exhibit Listing] -1 and [BAA Exhibit Listing]-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment [BAA Exhibit Listing] -1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment [BAA Exhibit Listing] -1 are impermissible.

5. Contractor warrants that the individuals listed by name on Attachment [BAA Exhibit Listing] -2 require access to a DHS information system in order to perform services under the Contract.
Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Attachment [BAA Exhibit Listing] -2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individua11isted on Attachment [BAA Exhibit Listing] -2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS: Stephen C. Harris
DHS Deputy General Counsel and HIPAA Privacy Officer

Office of the General Counsel
Stephen.Harris@dhs.ga.gov
404-656-9817

Randy C. Coleburn
DHS Chief Information Security Officer
Randy.Coleburn@dhs.ga.gov
404-651-9876

B. At Contractor: Jeanette Mercer
Brantley Senior Center Site Manager
seniorcenter@brantleycounty-ga.gov
912-462-6525

8. Contractor agrees that it will:

A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.

C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.

D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on [BAA Exhibit Listing]-1 and [BAA Exhibit Listing]-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.

E. Upon DHS's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.

F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the

Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.

G. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.

H. Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;

ii. the inadvertent disclosure of PHI from a person designated in [BAA Exhibit Listing] -1 or [BAA Exhibit Listing] -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in [BAA Exhibit Listing] -1 or [BAA Exhibit Listing] -2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.

I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the· unauthorized use or disclosure. This report will require Contractor to identify the following:

i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor *discovered* the incident;

ii. The Protected Health Information *involved* in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were *involved;*

iii. Who (by title, access permission *level* and employer) made the impermissible use or disclosure and who *received* the Protected Health Information as a result;

iv. What *corrective* or investigational action Contractor took or will take to *prevent* further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;

v. What steps individuals who may *have* been harmed by the incident might take to protect themselves; and

vi. Whether Contractor *believes* that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to the DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DHS within five (5) business days of DHS's request for proof of implementation.

J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the DHS.

K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security

Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's Impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by the DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications. In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.

O. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.

P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.

Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an. accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the DHS upon request.

R. In addition to any indemnification provisions in the Contract, indemnify the DHS, its officers and employees from any liability resulting from any violation of the HiPAA Privacy and Security Ruies or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.

S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of $300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shail ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.

B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.

C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.

D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compiiance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is

destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. Termination for Cause. Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:

i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;

ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain Instructions from DHS for either the return or destruction of the PHI.

ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sale discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.

iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have

been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

(Signatures on following page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

BY: _____
SIGNATURE

6/20/2022
DATE

Chairman
Title*

*Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

ATTACHMENT L-I

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

- Jeanette Mercer
-
-
-
-
-

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Attachment L-I, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-I as needed and provide the updated form to DHS Project Leader Contact.

ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

CLX Contractor DOES need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing **PHI**

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write)
Jeanette Mercer	Brantley County	WellSky and/or TRIP$	Read and Write
		WellSky and/or TRIP$	Read and Write
		WellSky and/or TRIP$	Read and Write
		WellSky and/or TRIP$	Read and Write
		WellSky and/or TRIP$	Read and Write
		WellSky and/or TRIP$	Read and Write

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinator haroldjohnson@dhs.ga.gov and eric.boateng@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to DHS Project Leader Contact.

ANNEX D

Security and Immigration Compliance Affidavits

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Southern Georgia Regional Commission on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

97387
Federal Work Authorization User Identification Number

02/05/2008
Date of Authorization

Brantley County
Name of Subcontractor

Aging Services
Name of Project

Southern Georgia Regional Commission
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 20, 2022 in Nahunta (city), Georgia (state).

Signature of Authorized Officer or Agent

Chris Harris Chairman
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 20th DAY OF June, 2022.

NOTARY PUBLIC

My Commission Expires:

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO., GA

Brian Kemp
Governor

Robyn A. Crittenden
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: http://dhs.georgia.gov, Navigate to "Divisions & Offices", scroll to "Office of Inspector General" and click "online form"

Address: 2 Peachtree Street, NW, Suite 30.450

Atlanta, Georgia 30303-3142

Annex F

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Chris Harris Chairman — *Name and Title of Authorized Representative*

Signature

6/20/2022 — *Date*

==========

INSTRUCTIONS FOR CERTIF CATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____ Date: 6/20/2022

Signature of Official Authorized to Sign

Chris Harris

Printed Name and Title of Official Authorized to Sign

DHS DIVISION OF AGING SERVICES UNIFORM COST METHODOLOGY
Support Spreadsheet
SFY 2021-2024

	A	B	D	E	F	G	H	I	R
1		File is..							
2							#1	#2	All Other
3		In Balance							
4	AAA-2023-20								
5	*Enter Provider Name: Brantley County Commission FY2023*	[redacted]							
6	PROPOSED ANNUAL EXPENSES *(Select Line Item from DAS Chart of Accounts)*		General Administrative COST POOL	Shared Building Space COST POOL	Client/Meal Transportation COST POOL	Support COST POOL	Nut./Wellness - Congregate Meals Management Only	Nut./Wellness - Home-Delivered Meals Management Only	All Other
7									
8	**WAGES & BENEFITS** *(Auto-populates)*	$18,658	$0	$0	[redacted]	[redacted]	$13,993	$4,664	$0
9	Auto-populates % of Wages and Benefits from Personnel Spreadsheet(1)	100.00%	0.00%	0.00%	[redacted]	[redacted]	75.00%	25.00%	0.00%
10	Auto-populates % of Hours from Personnel Spreadsheet (1)	100.00%	0.00%	0.00%	[redacted]	[redacted]	75.00%	25.00%	0.00%
11									
12	**STAFF TRAVEL EXPENSES** *(Auto-populates)*	$22,000							
13	Staff Mileage/Per Diem Reimbursement		$0						$0
14	Volunteer Mileage/Per Diem Reimbursement	$22,000	$0				$0	$22,000	$0
22									
23	**BUILDING EXPENSES** *(Auto-populates)*	$9,500							
26	Building Maintenance/Janitorial	$600		$0			$600	$0	$0
27	Building Repairs	$1,900		$0			$1,900	$0	$0
29	Utilities	$7,000		$0			$7,000		$0
31									
32	**COMPUTER OPERATION EXPENSES** *(Auto-populates)*	$0							
35	Computer Supplies		$0						$0
44	**SUPPLY EXPENSES** *(Auto-populates)*	$2,750							
50	Office/Paper Supplies	$100				$0	$100		$0
51	Postage					$0			$0
52	Site Supplies	$300				$0	$300		$0
53	Telephone & Other Telecommunications	$1,200				$0	$1,200	$0	$0
54	Training/Meeting Expense	$150				$0	$150	$0	$0
55	Other Supply Expenses	$1,000				$0	$1,000	$0	$0
95									
96	**Spreadsheet Check** *(Auto-populates)*	$52,908							
97	**TOTAL ALLOWABLE COSTS** *(Auto-populates)*	$52,908	$0	$0	$0	$0	$26,243	$26,664	$0
98									
99	**COST POOL SECTION:**								
100									
101	Service Subcontract Allowance (per contract)						$25,000	$25,000	$25,000
102	*Contracts over $25,000 Only - Enter Service Subcontract Adjustment (Contract Amount minus $25,000)*						$0	$0	$0
103									
104	**Reallocate Shared Building Space**		$0	$0			$0	$0	$0
105	*Enter Square Footage Occupied (In Red Only)*	2000	2000				0	0	0
106									
107	**Reallocate Client Transportation Costs**				$0		$0	$0	$0
108	*Auto-populates % of Driver Time Per Program from Personnel*						0.00%	0.00%	100.00%
109									
110	**Reallocate Support Costs**		$0	$0		$0	$0	$0	$0
111	*Auto-populates based on Percent of Total Staff Hours from Personnel*		0.00%	0.00%			75.00%	25.00%	0.00%
112									
113	**Reallocate General Administration Costs**		$0				$0	$0	$0
114	*Auto-populates based on Modified Total Direct Costs*						$26,243	$26.664	$0
115									
116	**TOTAL ACTUAL COSTS BY SERVICE**	$52,908		$0			$26,243	$26,664	$0
117	*Enter Number of Billing Units*						5,000	4,400	0
118	**ACTUAL COST PER UNIT OF SERVICE**						$5.25	$6.06	$0.00
119									
120	**DONATED PERSONNEL OR NON-CASH MATCH SECTION**								
121									
122	*Volunteer Time*	$ [illegible]	[illegible]	$0	$0	$0	[illegible]	[illegible]	$0
133									
134	Donated Cost Pool Section:			$0	$0				
135									
136	**Reallocate Donated Building Space**		$0	$0			$0	$0	$0
137	*(Auto-populates from Cost Pool Section above)*		2,000				0	0	0
138									
139	**Reallocate Donated Client Transportation Costs**				$0		$0	$0	$0
140	*(Auto-populates from Cost Pool Section above)*						0.00%	0.00%	100.00%
141									
142			$0						
143	**Reallocate Donated General Administration**		$0				$0	$0	$0
144	*(Auto-Populates from Cost Pool Section above)*						$26.243	$26.664	$0
145	**Spreadsheet Check** *(Auto-populates)*	$58,787							
146	**TOTAL COSTS (Plus Donated/Non-Cash Match)**	$58,787		$0			$29,159	$29,627	$0
147	**Number of Billing Units** *(Auto-populates from Cost Pool Section above)*						5,000	4,400	-
148	**POTENTIAL UNIT COST**						$5.83	$6.73	$0.00

DHS DIVISION OF AGING SERVICES
UNIFORM CO[illegible]OLOGY
Personn[illegible]eet
SFY 2021-2024

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	BB	BC
1	Enter Provider Name: Brantley County Commission FY2023													#1				#2					
2														Nut./Wellness - Congregate Meals Management Only				Nut./Wellness - Home-Delivered Meals Management Only					
3														TOTAL	Billable Hours	% OF	W & B	TOTAL	Billable Hours	% OF	W & B	All Other	All Other
4	STAFF LIST (Paid staff only - do not include volunteers or other donated)	Number of Staff Positions (Enter number per staff title)	Base Wages (Enter base amount with no benefits included)	Fringe Benefit Rate (Enter benefit rate by % only)	Fringe Benefit Dollars (Auto-populates)	Total Wages and Benefits (Auto-populates)	Productive Hours (Enter annual productive hours)	General Admin (Enter % of staff time in admin)	Admin Hours (Auto-populates)	General Admin Costs (Auto-populates)	Staff for Building Maintenance (Enter % of staff time)	Shared Building Space Hours (Auto-populates)	Shared Building Space (Auto-populates)	HOURS (Auto-populates)	Service Staff Only)	STAFF TIME (Enter % of staff time)	COST (Auto-populates)	HOURS (Auto-populates)	Service Staff Only)	STAFF TIME (Enter % of staff time)	COST (Auto-populates)	PROGRAMS (Auto-populates)	WAGES (Auto-populates)
6	Site Manager	1	$ 17,332	7.65%	$1,326	$ 18,658	1,820	0%	0	$0	0%	0	$0	1365	1638	75%	$13,993	455	182	25%	$4,664	0%	$0
7	Staff title	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	100%	$0
31	Client/Meal Transportation Cost Pool Section Only																$0						
32	Driver	0	$ -	0%	$0	$ -	0	0%	0	$0	0%	0	$0	0	0	0%	$0	0	0	0%	$0	100%	$0
42	(The following data calculates automatically - do not enter)																						
43	Total Wages and Benefits	1	$17,332			$18,658				$0			$0				$13,993				$4,664		$0
44	Percent of Total Wages and Benefits					100.00%				0.00%			0.00%				75.00%				25.00%		0.00%
45	Total Hours						1,820		0			0			1,365				455				
46	Unit of Service														1.00				1.00				
48	Percent of Total Hours						100.00%		0.00%			0.00%			75.00%				25.00%			0.00%	

Brantley County FY2023- LOCAL MATCH WORKSHEET

$26,243.42				=		$ 2,916
Total Actual Cong. Cost		/.90	x 10%	=		Congregate Match
4400	/	**4,400**	=	**100.00%**		
Total C2 Units		Total HDM Units		%		
$26,664.47	x	**100.00%**			=	$ 2,963
Total HDM Cost			/.90	x 10%	=	HDM Match
					Total:	$ 5,879

Purchases for the Brantley County Senior Center:

Dell Laptop w/ docking station:	$1000
Undercounter Ice Maker:	$2500
Tankless Water Heater:	$2500
Total:	**$6000**

*To be funded through ARP

Activities Report to the Brantley County Commissioners

Staff Accomplishments in August 2022

1. Building Department Permits Issued 87 housing and other permits in August for a total of $12,747.

2. Code Enforcement Investigations: Camper: 26, Animals : 2, Camper violations mailed : 8, Camper Citations : 13

3. EMS : 279 total calls ; Assault – 5 ; Verbal Domestic – 1; Suspicious Activity – 1; Assist Motorist – 1; MVA – 5 no injuries, 1 entrapment, 3 w/injuries; Lift assist – 6; Medical – 192; Fires – 2; Alarms – 5; Blood Draw – 2; Cardiac Arrest – 3; DOA – 1; Welfare Check – 1

4. Grader Hours : 881.25

5. EMA - Renewed Crisis Coordinator Certification.
   - Conducted Active Shooter Tabletop Exercise with GEMA, Schools, and Public Safety.
   - Conducted Annual School Surveys with GEMA.
   - Approved B.C. Ag office emergency plan.
   - Reviewed all BC School Safety Plans, and submitted revisions for final approval.
   - Held Safety Day Training for county employees - 15 CPR, 19 Stop the Bleed, 18 CRASE.
   - Taught Stop the Bleed and CRASE for Hoboken VFD (5 participants).
   - Facilitated Fire Academy class of Forcible Entry for Nahunta and Hortense VFDs (22 participants).

6. The CAD project with Synergistic Software is progressing. This program will allow for more accurate interface between our Emergency Services (911, EMS, Sheriff's Office, and Nahunta PD), which will result in quicker response and accurate locations. The interface is scheduled for implementation within two weeks.

7. The base has been completed on Albert Gibson Rd. Paving to begin within 7 days. Once completed, work will begin on Little Buffalo Creek Rd.

8. The Brantley County Library is having a book sale Friday, September 9, 9:00am –

5:00pm and Saturday, September 10, 9:00am – 12:00pm.

9. Update on The Georgia EPD mandated actions at the Transfer Station:
   a) Concrete is being poured in preparation for the installation of the new scales.
   b) We continue working with Georgia EPD concerning re-permitting our borrow pit from the current mining permit to an inert landfill so as to receive tree and limb debris.
   c) Again, Driver's license, vehicle tag, utility bill, tax bill, voter ID are now required for all vehicles entering the Transfer Station/Landfill. We need to prohibit, persons from other counties dumping heavy loads into our transfer station, as Brantley Taxpayers have to pay the bill for this. (loads of old mildew and molded drywall and building materials trucked into our county from homes under construction or renovation in other counties). Brantley County has to pay a transfer service to truck these materials to other landfills and the Brantley County Taxpayers pay for this. The new scales will solve this problem.

10. We will soon be advertising dates for community participation to discuss the plans for a new Brantley County Courthouse.

Respectfully Submitted,

Bryan Singleton
County Manager

<u>On behalf of the staff of:</u>
Tax Assessor's Office
The County Clerk's Office
The HR/Finance Office
EMS
EMA
Brantley E-911
Senior Citizens Center
Brantley County Board of Commissioners
Planning and Building
Recreation Department
Roads Department
Code Enforcement
The Brantley County Library
Elections Department
Development Authority

BRANTLEY COUNTY COMMISSION
October 4, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on October 4, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members, County Manager, Bryan Singleton and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Commissioner Herndon gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only - None

AGENDA

Public Participation – Speakers added to public participation agenda
Tod Desch – Road and culverts
Mr. Desch was not in attendance

AGENDA

1. Ben Pierce, GWES, LMIG 2022 bids

Mr. Pierce with GWES gave an update on the 2022 LMIG project which is resurfacing and some patching on Browntown Road from Albert Gibson Road to Highway 32. Two (2) bids were received; one from J Hiers Company, Inc., in the amount of $712,514.50 and one from East Coast Asphalt, LLC in the amount of $694,160.17. Mr. Pierce recommends East Coast Asphalt, LLC. Mr. Pierce stated that there is some additional areas along Browntown Road and Waynesville Road that the contractor may be able to do some repairs. Mr. Pierce is requesting an additional 10% to help cover those additional areas that are not included in the original invitation for bid. Mr. Pierce gave the Board a project report on Buster Walker project. (Attached). The Board stated they are all pleased with the Buster Walker project. Regular Agenda

2. Recreation Department update

Joey Saunds, Recreation Director, introduced Mr. Jeff Bors, with Roberts Civil Engineering. Mr. Bors presented the Board with a drawing for the master plan and

gave a brief explanation of the drawing. Commissioner Herndon stated that this is a good road map for future growth for the department.

3. 2019-2020 LMIG bids

The County Manager turned this over to Mr. Jeff Bors with Roberts Civil Engineering. Mr. Bors stated that 2019-2022 LMIG is for the resurfacing of Schlatterville Road and School Circle. Two (2) bids were received one from J. Hiers Company, Inc., in the amount of $422,690.00 for both roads and one from East Coast Asphalt, LLC in the amount of $388,730.00 for both roads. Mr. Bors recommends East Coast Asphalt, LLC in the amount of $388,730.00. Regular Agenda

4. County Manager report

The County Manager presented a report to the Board on accomplishments for September. (Report attached).

5. Executive Session – personnel and litigation

Commissioner Davison made a motion to go into executive session. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Herndon made a motion to affirm matters discussed in Closed Session which was personnel and litigation; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Mobley seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

6. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin

Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
October 6, 2022
Regular Meeting
6:00 PM

The Brantley County Board of Commissioners held a regular meeting on October 6, 2022, 6:00 PM, at the Commission office.

Present were Chairman Chris Harris, Brian Hendrix, Jesse Mobley and Hal Herndon, Board Members, County Manger, Bryan Singleton. Commissioner Davison and County Attorney, Deen Strickland were absent.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the September 2022 minutes. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Commissioner Herndon made a motion to amend the agenda to include Item 2A Consideration of implementing Option C, with the equity adjustment, unmodified, from the wage study submitted by Condrey and Associates and to include Item 2B Consideration to reallocate $250,000.00 in ARPA funds from the planned renovations of the old EMS & EOC buildings to pay for wage increases for county staff for the remainder of FY 2022. Commissioner Hendrix seconded the motion.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

REGULAR AGENDA

1. Approval of LMIG 2022 contractor

The County Manager stated that this project was the resurfacing of Browntown Road and the engineer recommended East Coast Asphalt, LLC., in the amount of $694,160.17. Commissioner Hendrix made a motion to approve East Coast Asphalt, LLC. Commissioner Mobley seconded the motion. All in favor. Motion carried.

2. Approval of 2019-2020 LMIG contractor

The County Manager stated that project is for Schlatterville Road and School Circle; the engineer recommended East Coast Asphalt, LLC in the amount of $388,730.00. Commissioner Herndon made a motion to approve East Coast Asphalt, LLC. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

2a. Consideration of implementing Option C, with the equity adjustment, unmodified, from the wage study submitted by Condrey and Associates

The County Manager stated the adoption of this study results in an average increase of 6.9% for county staff; which will be based on the classification of each job. Also, this option will result in approximately $400,000.00 over budget for FY2023, which will be offset with increased revenue and lower expenses from more efficient operations. Commissioner Herndon made a motion to approve Option C to be effective immediately. Commissioner Hendrix seconded the motion. Commissioner Mobley stated that he is proud to have worked with the Board to get this accomplished and doing it the smart way and not just from our heartstrings. Commissioner Herndon would like to thank all the employees. Commissioner Hendrix stated he is glad to see this in place.

2b. Consideration to reallocate $250,000.00 in ARPA funds from the planned renovations of the old EMS & EOC buildings to pay for wage increases for county staff for the remainder of FY 2022.

The County Manager stated that instead of doing the renovations this money can be better used on funding the pay wages for 2022. The pay increase will be implemented on the next pay period. Commissioner Mobley made a motion to reallocate the $250,000.00 for wages. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

3. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Herndon seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
October 25, 2022
Called Meeting
6:00 PM

The Brantley County Board of Commissioners held a called meeting on October 25, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members, County Manager, Bryan Singleton and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Herndon seconded the motion. All in favor. Motion carried.

1. Executive Session –litigation

Commissioner Mobley made a motion to go into executive session. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was litigation; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

2. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin
Rene' T. Herrin, County Clerk

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on October 25, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

_____

Members voting against the Closed Session were

_____

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

_____ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

_____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 25th day of October, 2022.

Chris Harris, Chairman

Notary Public

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO. GA

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF **CHAIRMAN**
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on October 4, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were: Commissioners Hendrix, Mobley, Davison and Herndon.

_____

Members voting against the Closed Session were

_____

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

_____ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This the 4th day of October, 2022.

Chris Harris, Chairman

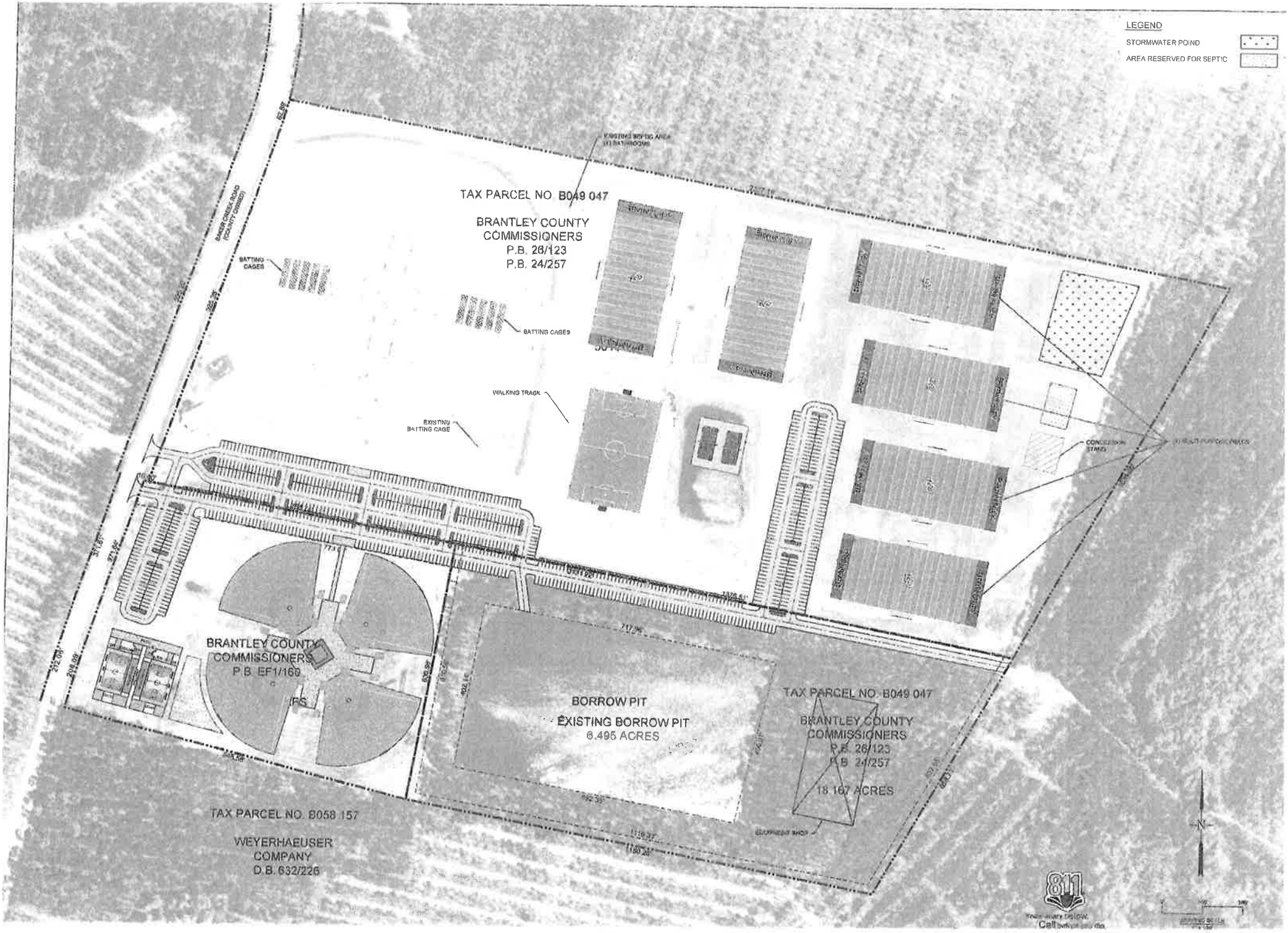
Notary Public

RENE T. HERRIN NOTARY PUBLIC EXPIRES GEORGIA January 11, 2025 BRANTLEY CO., GA

LMIG 2022 Bids

Browntown Road

J Hiers Company, Inc.	$ 712,514.50
East Coast Asphalt, LLC	$ 694,160.17


LEGEND
STORMWATER POIND
AREA RESERVED FOR SEPTIC
TAX PARCEL NO. B049 047
BRANTLEY COUNTY
COMMISSIONERS
P.B. 26/123
P.B. 24/257
BATTING CAGES
BATTING CAGES
WALKING TRACK
EXISTING
BATTING CAGE
CONCESSION
STAND
BRANTLEY COUNTY
COMMISSIONERS
P.B. EF1/160
FS
BORROW PIT
EXISTING BORROW PIT
6.495 ACRES
TAX PARCEL NO. B049 047
BRANTLEY COUNTY
COMMISSIONERS
P.B. 26/123
P.B. 24/257
18.167 ACRES
EQUIPMENT SHED
TAX PARCEL NO. B058 157
WEYERHAEUSER
COMPANY
D.B. 632/226
811
Know what's below.
Call before you dig.
N

Brantley County

2020 LMIG Projects - Schlatterville Road

Bid Opening

9/28/2022

BIDS RECEIVED

COMPANY	Schlatterville Rd.	School Cir.	TOTAL BID
J. HYERS	$ 373 970.00	$ 48,720.00	$ 422,690.00
EAST COAST	$ 359 980.00	$ 28,750.00	$ 388,730.00
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

BRANTLEY COUNTY
GEORGIA

Activities Report to the Brantley County Commissioners

Staff Accomplishments in September 2022

1. Building Department Permits Issued 55 housing and other permits in September for a total of $9,981.53.

2. Code Enforcement Investigations: Camper: 1, Junk : 2, Buildings : 1

3. EMS : 261 total calls ; Assault – 1 ; Verbal Dispute – 1; MVA – 2 no injuries, MVA – 9 w/injuries; Lift assist – 12; Medical – 196; Fires – 3; Alarms – 5; DOA – 3; Welfare Check – 1; Overdose – 2; Gunshot – 1; ATV Complaint – 1; Intoxicated Driver – 1; Suicide or Attempt – 2

Beginning October, EMS is operating a minimum of 2 ½ units. Station 2 has a Paramedic, Station 3 has an Advanced EMT, and Station 1 has a Lieutenant in a Quick Response Vehicle. When staff is available, they are filling the open shift at Station 1, putting us up to 3 units. This is temporary until fully staffed.

The new medic unit has been ordered, with chassis arriving at Frazer later this month. M1 is currently down with a starter issue.

The EMT class will begin in January. The application process for community members will begin soon. We are looking forward to utilizing all of the new training equipment purchased with ARP funds.

4. Road Department: WE HAVE INSTALLED MUCH NEEDED CROSS DRAIN CULVERTS ON THE FOLLOWING ROADS:
FORT MUDGE ROAD - 3 CROSS DRAINS
LEE ROAD - 1 CROSS DRAIN
BILLY JACOBS - 1 CROSS DRAIN
TOBY JACOBS - 1 CROSS DRAIN
DIXION ROAD - 1 CROSS DRAIN
BAY ROAD - 1 CROSS DRAIN
HONEY SUCKLE ROAD - 2 CROSS DRAINS
WE HAVE INSTALLED THESE CULVERTS TO IMPROVE DRAINAGE ON THESE ROADWAYS SO IT WILL CREATE A BETTER COMMUTE FOR OUR CITIZENS AND WE WILL ALSO CONTINUE DRAINAGE IMPROVEMENTS ACROSS THE COUNTY ON MONTHLY BASIS .

5. EMA - Attended 2 classes and 23 meetings.
Taught Stop the Bleed and CRASE for Nahunta VFD (6 participants).
Facilitated ACCG Driving Simulator (Particpants: BCSO-18, EMS-12, EMA-1, VFD's-48)
Attended and Facilitated Crash Victim Extrication Course by GPSTC (19 participants).
Attended Hoboken Safety Day and Senior Safety Fair.
Assisted Chiefs with State Audits by Standards and Training.
Responded to three calls.
Completed in person ACCG Safety Audit.

Hurricane Ian preparations were made including State of Emergency. There were 4 downed trees reported, two fires, and multiple power outages. The Weather stations reported wind gusts of 25 mph in Nahunta, 30 mph in Waynesville and 36 mph in Hoboken with .3 inch of rain in Nahunta and .1 inch of rain in Waynesville and none in Hoboken.

6. The CAD project with Synergistic Software is progressing. This program will allow for more accurate interface between our Emergency Services (911, EMS, Sheriff's Office, and Nahunta PD), which will result in quicker response and accurate locations. The interface is scheduled for implementation within two weeks.

7. Surfacing has been completed on Albert Gibson Rd. After cleanup and installing ramps, work will begin on Little Buffalo Creek Rd.

8. The Brantley County Library is holding Storytime for children, ages 2-5, every Thursday morning at 10:00 am.

Respectfully Submitted,

Bryan Singleton
County Manager

On behalf of the staff of:
Tax Assessor's Office
The County Clerk's Office
The HR/Finance Office
EMS
EMA
Brantley E-911
Senior Citizens Center

Brantley County Board of Commissioners
Planning and Building
Recreation Department
Roads Department
Code Enforcement
The Brantley County Library
Elections Department
Development Authority

BRANTLEY COUNTY COMMISSION
November 1, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on November 1, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members, County Manager, Bryan Singleton and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Commissioner Herndon gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

The County Attorney presented the Board with a map of how Brantley County was formed from surrounding counties; also presented a flag for the Schlatterville Park.

Open Public Participation Agenda Items Only - None

Public Participation – Speakers added to public participation agenda
Chris Bertrand – Satilla Riverkeeper – Proposed landfill

Mr. Chris Bertrand, Satilla Riverkeeper, introduced himself; and stated that the Satilla Riverkeepers are involved in stopping the proposed landfill from coming into the County; we are involved in litigation at this time also. The Satilla Riverkeeper has tried to do social media to reach out to the community to update them on the litigation. The community wants to thank the Board for all that this Board is doing.

AGENDA

1. Proclamation "Retired Educators Day"

   The County Manager read the proclamation. Consent Agenda

2. Board Appointments
   Tax Assessor Board – Lelia Morgan – 2 positions
   Planning Commission Board – Barry Rowell 1 position
   Recreation Advisory Board – Mandi Jones 1 position
   Board of Health – Laura Kelly – 1 position
   Animal Control Board – Jordan Studstill - Scott Smith – Elizabeth Herndon – Jessica Harris - 4 positions

The County Manager informed the Board that all these are names submitted that would like to be considered for appointment or re-appointment. The Tax Assessor Board will still have one vacancy. Consent Agenda

3. LMIG 2022 additional 10% funding

The County Manager stated that at the October meeting this was mentioned by Ben Pierce, GWES, but it needs to be voted on by the Board for a 10% contingency for additional work on Browntown Road in the amount of $69,416.00. Regular Agenda

4. Consideration of RFP for architectural services

The County Manager informed the Board this is for the new courthouse. There were five (5) bids received. They were narrowed down to two (2); these two (2) were interviewed. As a result, IPG Architects & Planners had the highest score, they are out of Valdosta. Jericho Design Group was the other finalist, they are out of Cummings. Both of these companies were asked to submit a cost estimate. Jericho Design Group submitted a cost estimate of $7,500.00 and IPG submitted a cost estimate of $28,500.00. Regular Agenda

5. Consideration of 2023 Group Medical Insurance

The County Manager stated that these received yesterday for the 2023 renewal of medical insurance. The current broker Lighthouse Benefit Advisors recommends the County stay with the current plan. Currently the County is partially self-insured with the carrier as 90 Degrees and Pan America as the stop loss, which is the re-insurance. The plan which is being proposed the deductible will decrease from $5,000.00 to $2,500.00. There will be cost increase with the re-insurance based on the actual experience of the current year; the increase being a 16.64% increase in the current cost; which will result in just under $150,000.00. They have been asked to go back to them and come back with a more competitive price. They are waiting on price for fully insurance plan in case the Board would consider this. If the Board decides to switch plans there is a terminal liability option meaning that any charges that were over and above the original estimated the County would have to pay; which is currently is $110,000.00. The County Manager stated that it is best for the County to continue with the current plan however we will see about the increase being lower. Mr. Andy Riggins asked if the County has ever checked into health savings plan. The County Manager stated this is a great plan and we certainly will price out. Regular Agenda

6. Consideration of asbestos abatement of Gold House apartments

The County Manager stated that the apartments were tested and there is asbestos. Therefore, we had two quotes on the removal. Coastal Plains Environmental, Inc., in the amount of $16,673.33 and First Environmental Nationwide, Inc. in the amount of $54,881.00. Regular Agenda

7. Consideration of purchasing shelving units for Library

The County Manager informed the Board he met with the Friends of Library and talking with Mrs. Lynn Jones, Librarian, she mentioned the need for more shelving. Ms. Jones asked for four (4) more shelves; they are $1,063.99 each for a total of $4,255.96 to be purchased with ARPA Funds. Regular Agenda

8. Consideration of redrawing of map and parcel # NA02059
Rainge Street – CSX

The County Manager stated that this parcel has been purchased by CSX. The survey shows two (2) encroachments on the property. CSX advised they do not need these encroachment areas. They will still pay the $17,000.00 for the property. The County Manager stated the County needs to deed these two encroachments to the land owners. Regular Agenda

9. Consideration of authorizing Tax Commissioner to remove taxes in the amount of $1,768.04 on property purchased by County

The County Manager informed the Board this is on the Gold House apartments property. The seller paid estimated taxes at closing; he got a refund on the over payment. This is the portion owing from the County that needs authorization for the Tax Commissioner to remove. Regular Agenda

10. County Manager report
The County Manager's monthly report is attached.

11. Adjournment
Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried. There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
November 3, 2022
Regular Meeting
6:00 PM

The Brantley County Board of Commissioners held a regular meeting on November 3, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Randy Davison and Jesse Mobley, Board Members, County Manager, Bryan Singleton and County Attorney, Deen Strickland. Commissioner Hendrix and Commissioner Herndon were absent.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Davison asked the Chairman if he could read a letter from a citizen regarding the road department. (Letter attached).

Commissioner Davison made a motion to amend the agenda to add item 1a. Purchase of Caterpillar 416F Backhoe. Commissioner Mobley seconded the motion. All in favor. Motion carried. Commissioner Mobley made a motion to approve the agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

CONSENT AGENDA

Proclamation "Retired Educators Day"

Board Appointments

Tax Assessor Board – Lelia Morgan – 2 positions
Planning Commission Board – Barry Rowell 1 position
Recreation Advisory Board – Mandi Jones 1 position
Board of Health – Laura Kelly – 1 position
Animal Control Board – Jordan Studstill - Scott Smith –
Elizabeth Herndon – Jessica Harris - 4 positions Commissioner Mobley made a motion to approve the consent agenda. Commissioner Davison seconded the motion. All in favor. Motion carried.

1. LMIG 2022 additional 10% funding

Commissioner Mobley made a motion to approve the 10% contingency for additional work on Browntown Road in the amount of $69,416.00 out of TSPLOST Funds. Commissioner Davison seconded the motion. All in favor. Motion carried.

1a. Purchase of Caterpillar 416F Backhoe

The County Manager informed the Board that this is like a brand-new backhoe with only 200 hours. Commissioner Davison made a motion to purchase the 2016 Caterpillar 416F Backhoe in the amount of $60,000.00 from GCC sales Company, to be paid out of TSPLOST Funds. Commissioner Mobley seconded the motion. All in favor. Motion carried.

2. Consideration of RFP for architectural services

The County Manager asked the Board to table this item until December meeting.

3. Consideration of 2023 Group Medical Insurance

The County Manager stated that he received new information just a few minutes before the meeting. There is not enough information to go forward with making a decision. The County Manager suggested to table this until December agenda.

4. Consideration of asbestos abatement of Gold House apartments

The County Manager stated that we had two quotes on the removal. Coastal Plains Environmental, Inc., in the amount of $16,673.33 and First Environmental Nationwide, Inc. in the amount of $54,881.00. Commissioner Mobley made a motion to approve the bid from Coastal Plains Environmental in the amount of $16,673.33 Commissioner Davison seconded the motion. All in favor. Motion carried.

5. Consideration of purchasing shelving units for Library

Commissioner Davison made a motion to approve the purchase of four (4) shelves; they are $1,063.99 each for a total of $4,255.96 to be purchased with ARPA Funds. Commissioner Mobley seconded the motion. All in favor. Motion carried.

6. Consideration of redrawing of map and parcel # NA02059
Rainge Street – CSX

The County Manager stated CSX is willing to continue with the purchase with the new redrawing of the map and parcel #NA02059 and to purchase in the amount of $17,000.00. The County to deed over those two pieces to the homeowners. Commissioner Mobley made a motion to approve the redrawing of the map and parcel # NA052059. Commissioner Davison seconded the motion. All in favor. Motion carried.

7. Consideration of authorizing Tax Commissioner to remove taxes in the amount of $1,768.04 on property purchased by County

The County Manager informed the Board this is the portion owing from the County that needs authorization for the Tax Commissioner to remove. Commissioner Mobley made a motion to approve the removal of the taxes in the amount of $,768.04. Commissioner Davison seconded the motion. All in favor. Motion carried.

8. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
November 15, 2022
Called Meeting
6:00 PM

The Brantley County Board of Commissioners held a called meeting on November 15, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members and County Manager, Bryan Singleton. The County Attorney was absent.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Davison on seconded the motion. All in favor. Motion carried.

1. Consideration of employee health insurance

The County Manager informed the Board that the County's current broker got new information; still an increase, but a little better plan option. A 10.41$ increase. The renewal increase will a total of $69,941.28. This is keeping the same stop loss carrier which is PanAmerica; which reimburses the County when we reach the maximum exposure. This will change from Cigna to Aetna. The direct contracts go with the hospitals; any doctor associated with the hospital is automatically included in the pricing. For our area this will include Southeast Georgia Health System out of Brunswick, Appling Health Care System out of Baxley, Memorial Hospital, Baptist Hospital and University of Florida Health out of Jacksonville. (Copy of plan attached). The County Manager recommended the employees deduction stay the same. The County Manager would like to bid out insurance and broker for 2024 year. Commissioner Davison made a motion to accept Option 2, Meritain/Direct Contract/Aetna plan. Commissioner Herndon seconded the motion. All in favor. Motion carried.

2. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Herndon seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T Herrin
Rene' T. Herrin, County Clerk

BY THE CHAIRMAN OF THE BOARD OF COMMISSIONERS,

COUNTY OF BRANTLEY, GEORGIA

WHEREAS: The Governor of the State of Georgia has proclaimed the day of Sunday, November 6, 2022 as Retired Educators Day in Georgia; and

WHEREAS: There are more than 141,000 retired educators in Georgia, 32,000 plus of whom are members of the Georgia Retired Educators Association; and

WHEREAS: The retired educators of Georgia donate thousands of hours of volunteer service and make invaluable contributions to the welfare of their respective communities across the state; and

WHEREAS: It is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make for the betterment of human lives and for society; and

WHEREAS: Local churches will recognize those lasting contributions made by retired educators in this community; now

THEREFORE: I, Chris Harris, Chairman of Brantley County Board of Commissioners do hereby proclaim the day of November 6, 2022, as **"RETIRED EDUCATORS DAY"** and I call upon the citizens of Brantley County to observe that day in an appropriate manner honoring retired educators.

Given unto my hand and seal at Nahunta, Georgia, on this 3rd day of November, in the year of our Lord, 2022.

Chris Harris, Chairman

ATTEST:

Rene' T. Herrin, County Clerk

GWES
CIVIL • ENVIRONMENTAL • TRANSPORTATION
ENGINEERING

September 30, 2022

Mr. Bryan Singleton
County Manager
Brantley County Board of Commissioners
33 Allen Road
Nahunta, GA. 31553

RE: Brantley County Road Resurfacing LMIG 2022
Recommendation of Contract Award
GWES Project No. 116.02.2.22

Mr. Singleton,

This letter shall serve as our Recommendation of Award of the contract for construction of the referenced project.

During advertisement of the project, bid solicitation included invitations were sent to GDOT pre-qualified contractors for work class -400 (Hot Mix Asphaltic Concrete Construction) in and around South Georgia.

After the advertisement period, sealed bids were received until 2:00 p.m., Thursday, September 29, 2022, at the Brantley County Administration Office and thereafter publicly opened, read, and recorded. Responsive bids were submitted by two (2) contractors. GWES has evaluated the completeness of the bids and determined that East Coast Asphalt, LLC. (East Coast) is the low responsive bidder. Please refer to the attached Official Bid Tabulation for the project bid specifics.

Based on the Qualifications of Bidders and previous work experience with GDOT, Brantley County, and other local municipalities, GWES finds no apparent reason to believe that East Coast cannot complete the work satisfactorily. Their base bid totaled $694,160.17. After discussion with County staff, it was determined that additional road locations in the area need to be repaired. We therefore recommend that this project be awarded to East Coast in the amount of $763,576.19. This includes the base bid ($694,160.17) plus ten percent contingency ($69,416.02).

If you have any questions or require additional information, please contact us.

Respectfully,

Ben Pierce, PE, PTOE
Director of Transportation
511 Gloucester St, Brunswick GA. 31520
502-640-8252
ben.pierce@gwesllc.com
Attachment: Official Bid Tabulation

Preliminary Architectural Report

Courthouse Rankings

IPG Architects & Planners

Bryan Singleton	27
Lynn Daniels	41
Rene' Herrin	39
TOTAL	**107**

Jericho Design Group

Bryan Singleton	27
Lynn Daniels	32
Rene' Herrin	28
TOTAL	**87**

Medical Plan Comparison for:

Brantley County BOC

Effective Date: January 1, 2023

Plan Design Cost Structure	Option 1 Medical Plan Design CBS / Cigna In-Network	Option 1 Medical Plan Design CBS / Cigna Out-of-Network	Option 1 Medical Plan Design Anthem BCBS In-Network	Option 1 Medical Plan Design Anthem BCBS Out-of-Network	Option 2 Medical Plan Design Meritain / Direct Contracts / Aetna Direct Contracts	Option 2 Medical Plan Design Meritain / Direct Contracts / Aetna Aetna	Option 2 Medical Plan Design Meritain / Direct Contracts / Aetna Out-of-Network
Deductible							
Individual	$5,000	$10,000	$5,000	$15,000	$2,500	$5,000	$15,000
Family	$10,000	$20,000	$10,000	$30,000	$5,000	$10,000	$30,000
Coinsurance	20%	60%	20%	60%	10%	20%	60%
Out-of-pocket Maximum							
Individual	$7,500	$15,000	$7,900	$23,700	$3,950	$7,900	$23,700
Family	$15,000	$30,000	$15,800	$47,400	$7,900	$15,800	$47,400
Office Visits							
Preventative Care	100%	Ded / 60%	100%	Ded / 50%	100%	100%	Ded / 50%
Primary Care	$35	Ded / 60%	$30	Ded / 50%	$15	$30	Ded / 50%
Specialist	$70	Ded / 60%	$60	Ded / 50%	$30	$60	Ded / 50%
Chiropractic Care (20 Visits)	$35	Ded / 60%	$30	Ded / 50%	$15	$30	Ded / 50%
Immediate Medical Care							
Emergency Room	Ded / 20%		$350 Copay / 20%			$350 Copay / 20%	
Emergency Transport	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 50%	Ded / 10%	Ded / 20%	Ded / 50%
Urgent Care	$50	Ded / 60%	$75	Ded / 50%	$50	$75	Ded / 50%
Hospital Stay							
Facility	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 50%	Ded / 10%	Ded / 20%	Ded / 50%
Physician/Surgeon	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 50%	Ded / 10%	Ded / 20%	Ded / 50%
Outpatient Surgery							
Hospital	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 50%	Ded / 10%	Ded / 20%	Ded / 50%
Freestanding Facility	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 50%	$500 Copay	Ded / 20%	Ded / 50%
Physician/Surgeon	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 50%	Ded / 10%	Ded / 20%	Ded / 50%
Maternity							
Childbirth/Delivery - Facility	Ded / 10%	Ded / 60%	Ded / 10%	Ded / 50%	Ded / 10%	Ded / 10%	Ded / 50%
Childbirth/Delivery - Professional	Ded / 10%	Ded / 60%	Ded / 10%	Ded / 50%	Ded / 10%	Ded / 10%	Ded / 50%
Mental/Behavioral Health							
Office Visit	$35	Ded / 60%	$30	Ded / 50%	$15	$30	Ded / 50%
In-Patient	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 50%	Ded / 10%	Ded / 20%	Ded / 50%
Out-Patient	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 50%	Ded / 10%	Ded / 20%	Ded / 50%
Diagnostic Services							
Lab	100% Ded Waived	Ded / 60%	100% Ded Waived	Ded / 60%	100% Ded Waived	100% Ded Waived	Ded / 60%
X-Ray	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 60%	$50	Ded / 20%	Ded / 60%
Imaging (CT,PET,MRI)	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 60%	$150	Ded / 20%	Ded / 60%
Rehabilitation Services							
Office Visit	$35	Ded / 60%	$35	Ded / 60%	Ded / 10%	$35	Ded / 60%
Hospital	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 60%	Ded / 10%	Ded / 20%	Ded / 60%
Other Medical							
Home Health	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 60%	Ded / 10%	Ded / 20%	Ded / 60%
Skilled Nursing	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 60%	Ded / 10%	Ded / 20%	Ded / 60%
DME	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 60%	Ded / 10%	Ded / 20%	Ded / 60%
Hospice	Ded / 20%	Ded / 60%	Ded / 20%	Ded / 60%	Ded / 10%	Ded / 20%	Ded / 60%
Retail Prescription Drugs							
Generic	$15		$15			$15	
Preferred Brand	$45		$35			$35	
Non-preferred Brand	$85		$60			$60	
Speciality	LBA Rx or 340B Only		25% to $350			LBA RX Only	

Stop Loss Comparison for:

Brantley County BOC

Effective Date: January 1, 2023

		(Current)	(Renewal)	Option 2
TPA		**CBS**	**CBS**	**Meritain**
Stop Loss Carrier		**PanAmerica**	**PanAmerica**	**PanAmerica**
Network		Cigna	Cigna	RBP/Aetna Wrap
Specific Deductible		N/A	N/A	N/A
Specific Contract Basis		12/12 - TLO	24/12	24/12
Lasers		None	None	None
Administrative Cost				
	EMP	$113.38	$113.38	$113.38
	Total Monthly	$9,410.54	$9,410.54	$9,410.54
	Total Annual	**$112,926.48**	**$112,926.48**	**$112,926.48**
Aggregate Costs				
Aggregate Factors				
	Emp	$303.17	$363.80	$341.10
	Emp+Sps	$666.97	$800.36	$750.42
	Emp+Ch	$545.71	$654.85	$613.99
	Family	$909.51	$1,091.41	$1,023.31
Aggregate Premium				
	Emp	$237.47	$284.96	$267.18
	Emp+Sps	$515.89	$619.07	$580.44
	Emp+Ch	$423.09	$507.71	$476.03
	Family	$701.51	$841.81	$789.28
	Total Monthly	$20,452.49	$24,542.68	$23,011.34
	Total Annual	**$245,429.88**	**$294,512.16**	**$276,136.08**
Expected Annual Exposure				
	Medical Administration	$112,926.48	$112,926.48	$112,926.48
	Specific Premium	$245,429.88	$294,512.16	$276,136.08
	Aggregate Premium	$313,599.24	$376,315.20	$352,834.32
	Expected Claims	$250,879.39	$301,052.16	$282,267.46
	Total Fixed Annual	**$609,235.75**	**$708,490.80**	**$671,330.02**
Maximum Annual Exposure				
	Fixed Cost	$609,235.75	$708,490.80	$671,330.02
	Additional Laser Liability	None	None	None
	Total Max. Exposure	**$671,955.60**	**$783,753.84**	**$741,896.88**
Percentage Increase from Current (Total Max. Costs)			16.64%	10.41%
Employee Count				
	EMP	79		
	EMP+SPS	0		
	EMP+CH	4		
	FAM	0		
Total Employee Count		**83**		

Notes:

** **Terminal Liability Option (TLO)** - When an employer cancels their stoploss coverage and returns to a fully insured health plan, TLO extends the run out period by 6 months to cover any claims during the employers transiton to a fully insured plan. This cost the plan 2 months of premium and they must fund 2 months of factors for a 6 month run out. The Plan has up to the last day of the policy to elect and exercise this offer.

If the TLO is **NOT utilized, the plan would fund a maximum of **$809,874.96**

** If the TLO option **IS** utilized, then an additional **$110,675.16** will need to be funded (2 months of factors) bringing the maximum to **$920,550.12**

Renewal - No TLO would need to be Funded

Medical Plan Rate Equivalent for:

Brantley County BOC

ective Date: January 1, 2023

ntbly Rates		Enrollment	CBS (Current)	CBS (Renewal)	Anthem BCBS (Option 1)	Meritain (Option 2)
	Employee	79	$ 654.02	$ 762.14	$ 797.60	$ 721.66
	Emp + Spouse	0	$ 1,296.24	$ 1,532.81	$ 1,558.63	$ 1,444.24
	Emp + Child(ren)	4	$ 1,082.18	$ 1,275.94	$ 1,304.97	$ 1,203.40
	Emp + Family	0	$ 1,724.40	$ 2,046.60	$ 2,066.00	$ 1,925.97
Cost Summary Medical						
Monthly Projected Costs			$55,996.30	$65,312.82	$68,230.28	$61,824.74
Annual Projected Costs			$671,955.60	$783,753.84	$818,763.36	$741,896.88
Increase/Decrease from Current (**12 Months**)				15.64%	21.85%	10.41%

CPEI **QUOTE**

COASTAL PLAINS ENVIRONMENTAL, INC.

2653 NE Cherry Lake Circle
Pinetta, Florida 32350
Phone (912)223-9195 Fax (855)301-8081
kaycee@rcsenvironmental.net

DATE: AUGUST 22, 2022
EXPIRATION DATE: DECEMBER 31, 2022

TO: Brantley County Board of Commissioners
33 Allen Street
Attn: Bryan Singleton
Nahunta, Georgia 31553

EMAIL:
bcmanager@brantleycounty-ga.gov

PREPARED BY	JOB	PAYMENT TERMS	PROJECT START DATE
Dylan Tubertini	Asbestos Abatement 10405 N Main Street Nahunta, Georgia	Invoice payable in full upon completion	10-business day notification required by GA EPD

DESCRIPTION		AMOUNT
Pursuant to US EPA and Georgia EPD regulations, Coastal Plains Environmental, Inc. will remove and properly dispose of asbestos containing flooring and mastic in the structure located at 10405 N Main Street in Nahunta, Georgia. This price includes abatement, materials, tools, labor, permitting, proper disposal, EPD fees, notification, clearance for re-occupancy, and reporting. Owner to provide electricity and water.		**$16,673.33**
(Sixteen thousand six hundred seventy-three dollars and thirty-three cents)	**TOTAL**	**$16,673.33**

Quotation prepared by: D. Tubertini. If you agree with this price and wish for CPEI to proceed, please sign a Service Agreement, or supply a Purchase Order to this office, sign here and return:

_____

THANK YOU FOR YOUR BUSINESS!

First Environmental
NATIONWIDE

November 1, 2022

Bryan Singleton
County Manager
Brantley County Board of Commissioners
33 Allen Street
Nahunta, GA 31553

RE: Asbestos Abatement at 10405 N Main St Facility Schedule "A"

Dear Mr. Bryan Singleton,

On behalf of First Environmental Nationwide, thank you for the opportunity to provide abatement work to Brantley County Board of Commissioners.

All work performed is outlined in the attached proposal and will follow our corporate Health and Safety Plan.

I look forward to working with you.

Kindest regards,

Casey Moore
First Environmental

PROPOSAL FOR ASBESTOS ABATEMENT

November 1, 2022

FOR: Brantley County Board of Commissioners

NAME OF JOB: **Asbestos Abatement**
BY: **First Environmental Nationwide (FEN)**

SCOPE OF WORK

First Environmental Nationwide, a Georgia licensed asbestos contractor, proposes to provide trained certified supervisors, laborers with equipment and materials required for the asbestos abatement and disposal at the above referenced site. "Scope of Work" and quantities of asbestos containing materials were identified in walk-through October 20, 2022 (and supporting surveys/documentation).

1. EPD Notification, State Fees and Post Abatement Documentation
   One (1) Original & One (1) Electronic Submittal

2. Install, Maintain, and Remove Critical Barrier Negative Air Enclosure
   a. HEPA Filters
   b. PPE Supplies
   c. Abatement supplies with SDS sheets

3. Abatement of Asbestos Containing Material (ACM)- Wet Method Removal
   a. Floor tile and Mastic throughout units except bathrooms.

4. Disposal of One Roll Off Container
   a. Proper Packaging with mandated labels
   b. Transportation Fee
   c. Landfill Environmental Fees per landfill

5. Independent Third-Party Monitoring Air Clearance
   a. Baseline and Final Air clearance

Total Price: **$ 54,881.00**

III. Terms and Conditions:

1. All work practices and operating procedures will be in accordance with applicable federal, local and/or state regulations and laws governing asbestos abatement and disposal.

2. FEN will execute required EPD notification required as per state guidelines." Asbestos Project Notification" will be filed with the State of Georgia Environmental Protection Division's Asbestos Licensing Certification Unit (EPD/ALCU) and the appropriate fees will be paid. *Should project run over a calendar year, additions submittal and EPD Notification fees will apply.*

3. Post warning signs, barrier tape to demarcate the work area(s).

4. Perform work within a "Regulated Area" as defined by OSHA.

5. Utilize wet work procedures to minimize release of Asbestos fibers.

6. Dispose of the Asbestos waste in an appropriate landfill. Taxes and environmental surcharges may apply.

7. Notice of cancellation must be given at a minimum of 48 hours in advance of scheduled start date in order to avoid cancellation charges.

8. The General Contractor to provide the following:
   a. Clear unobstructed access to work areas, including moving the following. **Removal of all trash debris not associated with asbestos abatement in units**
   b. Access to water (standard hose bid connection)
   c. Access to electricity (standard 110 receptacles)

9. FEN cannot be held responsible for damages to wood, carpet, wallpaper, painted items and other finishes from required mastic remediation procedures i.e., tape residue, glue residue or mastic stains.

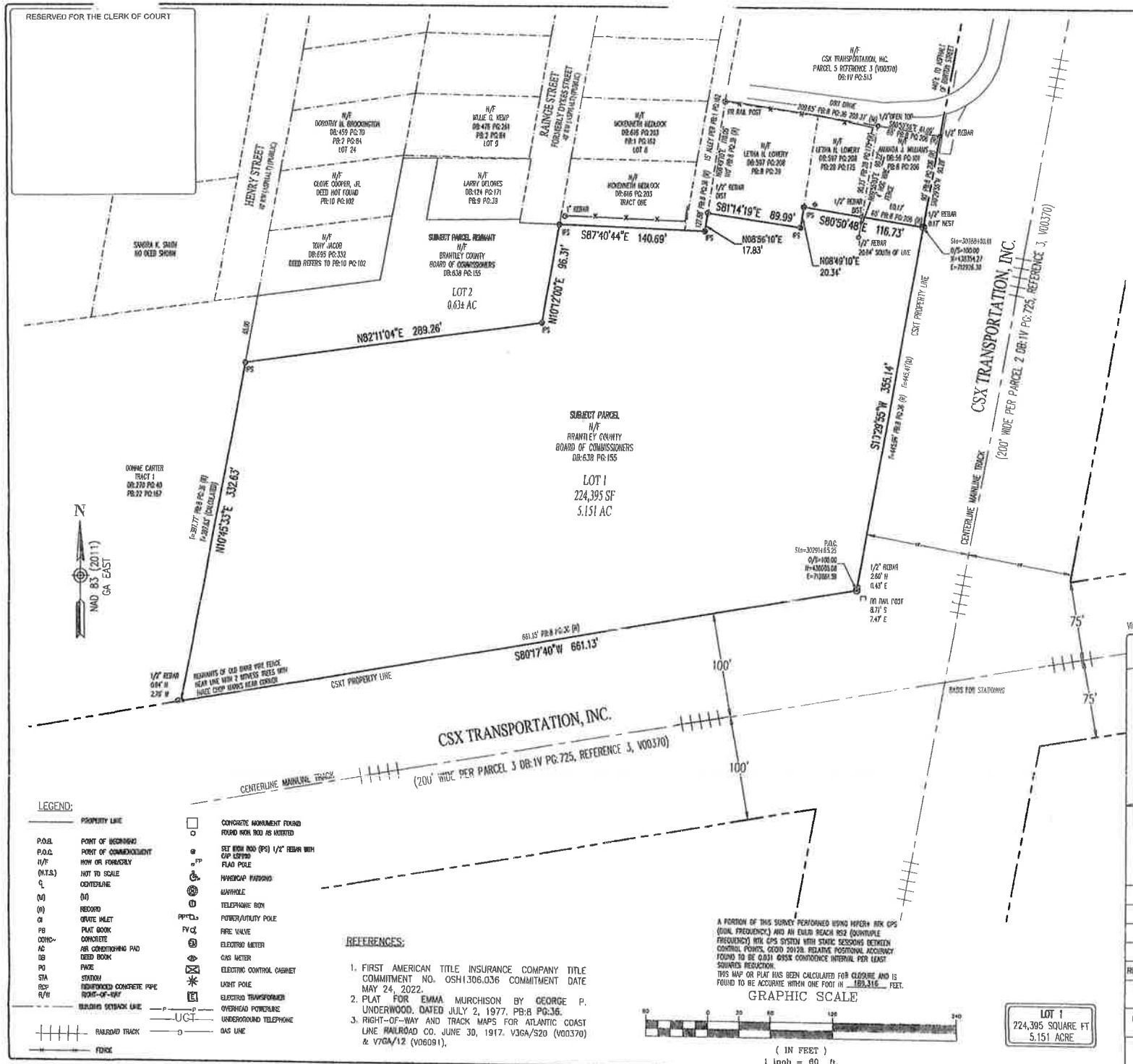
10. FEN cannot be held responsible for work delays arising from Acts of God such as heavy rain, snow, hurricane, etc.

11. Terms: **Due upon receipt**. Fees received past due 30 days incur monthly interest charges of 1.5% (annual percentage rate 18%).

RESERVED FOR THE CLERK OF COURT

SUBDIVISION SURVEY
FOR
PROPERTY OF:
BRANTLEY COUNTY BOARD OF COMMISSIONERS
TAX ID: NA02-059

2nd DISTRICT, LAND LOT 88
CITY OF NAHUNTA
BRANTLEY COUNTY, GA



LEGEND:

PROPERTY LINE	
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
H/F	NOW OR FORMERLY
(N.T.S.)	NOT TO SCALE
℄	CENTERLINE
(M)	(M)
(R)	RECORD
GI	GRATE INLET
PB	PLAT BOOK
CONC.	CONCRETE
AC	AIR CONDITIONING PAD
DB	DEED BOOK
PG	PAGE
STA	STATION
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
BUILDING SETBACK LINE	
RAILROAD TRACK	
FENCE	
CONCRETE MONUMENT FOUND	
FOUND IRON ROD AS NOTATED	
SET IRON ROD (PS) 1/2" REBAR WITH CAP LSF990	
FLAG POLE	
HANDICAP PARKING	
MANHOLE	
TELEPHONE BOX	
POWER/UTILITY POLE	
FIRE VALVE	
ELECTRIC METER	
GAS METER	
ELECTRIC CONTROL CABINET	
LIGHT POLE	
ELECTRIC TRANSFORMER	
OVERHEAD POWERLINE	
UNDERGROUND TELEPHONE	
GAS LINE	

REFERENCES:

1. FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. OSH1306.036 COMMITMENT DATE MAY 24, 2022.
2. PLAT FOR EMMA MURCHISON BY GEORGE P. UNDERWOOD. DATED JULY 2, 1977. PB:8 PG:36.
3. RIGHT-OF-WAY AND TRACK MAPS FOR ATLANTIC COAST LINE RAILROAD CO. JUNE 30, 1917. V3GA/S20 (V00370) & V7GA/12 (V06091).

A PORTION OF THIS SURVEY PERFORMED USING HIPER+ RTK GPS (DUAL FREQUENCY) AND AN EUDB REACH RS2 (QUINTUPLE FREQUENCY) RTK GPS SYSTEM WITH STATIC SESSIONS BETWEEN CONTROL POINTS, GEOID 2012B. RELATIVE POSITIONAL ACCURACY FOUND TO BE 0.031 @95% CONFIDENCE INTERVAL PER LEAST SQUARES REDUCTION.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 189,316 FEET.

GRAPHIC SCALE

80 0 20 60 120 240

(IN FEET)
1 inch = 60 ft.

LOT 1
224,395 SQUARE FT
5.151 ACRE

PROPERTY OWNER AUTHORIZATION:

THE SUBDIVISION OF THE SUBJECT PARCEL HEREON HAS BEEN DULY AUTHORIZED AS SHOWN HEREON.

PROPERTY OWNER

COUNTY MANAGER CERTIFICATION:

THE SURVEY SHOWN HEREON FOR THE SUBJECT PARCEL HAS BEEN REVIEWED AND IS APPROVED BY THE COUNTY MANAGER.

BRANTLEY COUNTY MANAGER

SURVEYOR'S CERTIFICATION:

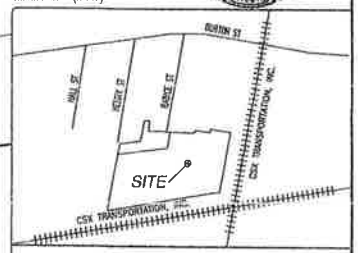
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED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

GEORGIA REGISTERED LAND SURVEYOR A. LEE WOODWARD III

A. LEE ROBERTSON IV

A. LEE ROBERTSON IV
GA LICENSE NO. 3117

VICINITY MAP (N.T.S.)



A LEE ROBERTSON IV AND ASSOCIATES, INC.
81 TRACB CHAIN ROAD
WOODBINE, GA 31569
(912) 673-9493 P (912) 729-2249 (F)
WWW.ALR4.NET GA LSF990 FL LB8013

REV	DATE	DESCRIPTION	PM

DRAWING DATE 10-25-2022	DATE OF FIELD WORK 9-9-2022
DRAWN BY A. LEE ROBERTSON IV, PLS	PROJECT MANAGER A. LEE ROBERTSON IV, PLS
PROJECT NAME BRANTLEYWYEBOCSUB	SHEET SHEET 1 OF 1

N
CSX TRANSPORTATION, INC
CSX TRANSPORTATION, INC

Activities Report to the Brantley County Commissioners

Staff Accomplishments in October 2022

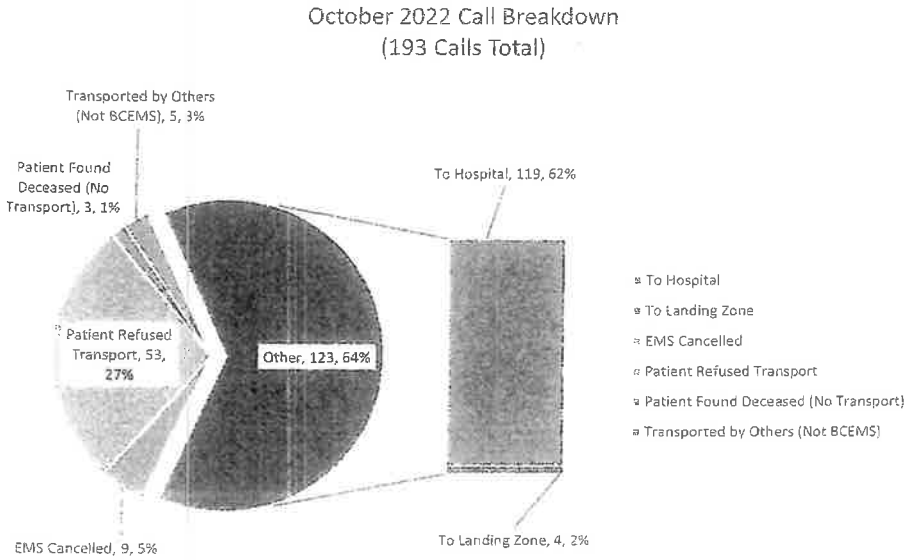
EMA

- Attended 4 classes and 8 meetings.
- Facilitated Fire Academy Forcible Entry class for Hoboken and Calvary VFD's and Fire Academy Ropes and Knots for Hortense and Nahunta VFD's (Particpants: 27)
- Attended NPS Safety Day, Library safety day, BCHS career expo, and Nahunta Trunk or treat.
- Two new WeatherStem stations were installed in Hortense and Hickox.
- Responded to three calls.
- Assisted with the recovery of four vehicles from the Satilla River at Burnt Fort Landing.

Code Enforcement

- Investigations- Campers: 17, Junk:1, Buildings: 2.

EMS



Library

The Georgia Libraries Conference I went to Oct. 12-14 was really good. I was able to attend classes on Programming. Giving ideas on how to get more patrons in your library along with classes that help with the Pines system that we use in the library. I want to begin having programs for all ages. I was able to get a few ideas that I really want to try for our patrons.

- Priscilla had the Firetruck and EMS come to story time Thursday. October 27th. She also celebrated the 2022 Jumpstart's Read for the Record Day, it was the 17th Read for the Record Day. We had a patron purchase the books ***Nigel and the Moon*** for her to use for this program. (I posted Pictures on our Brantley County Library Facebook page)
- November 1 The Library will be closed. Our Three Rivers Regional Library system is hosting a Staff Development day at Wayne County Library.
- November 10th Priscilla will be going to the Southeast GA Programming Share-A-Rama at the Brunswick-Glynn County Library. The attendees will be sharing ideas for adult programming, teen programming, children's programming, and then summer reading discussion. We are hoping that she will get a few more ideas on how to get more patrons to come to the library.
- November 15th at 3PM we have a program scheduled for adults. Coastal WildScapes will be at the library, talking about native plants & how to prepare for your spring garden. (I have attached the flyer for the program)
- November 21 the RaLe Foundation will be using our meeting room to give out Turkeys. (Don't have flyer yet)

Planning Department

OCTOBER	Qty	Price
Building Permit & Plan Review	13	$4,131.04
Addressing	10	$300.00
Mobile Home / Structure	7	$3,200.00
Trash Cans	12	$346.12
Business License	4	$200.00
Hab Inspection	1	$112.47
Septic/Well	8	$1,170.00
Culvert Pipe	1	$25.00
RV Application	2	$50.00
RV Fee		
Alcohol License		
TOTAL	58	$9,534.63

Board of Commissioners

- Closing on Airport and Pembers Road properties Wednesday, November 2nd. The Airport property will provide 62 additional acres for expanding the airport. The Pembers Road property will expand the current Industrial Park by 102 acres. Both purchases were made with American Rescue Plan funds.
- Portable restroom now staged behind the courthouse to accommodate jurors when court is in session.
- Albert Gibson Road paving completed. Paving on Little Buffalo Creek Road to begin within two weeks.

Respectfully Submitted,

Bryan Singleton
County Manager

On behalf of the staff of:

Tax Assessor's Office
The County Clerk's Office
The HR/Finance Office
EMS
EMA
Brantley E-911
Senior Citizens Center
Brantley County Board of Commissioners
Planning and Building
Recreation Department
Roads Department
Code Enforcement
The Brantley County Library
Elections Department
Development Authority

BRANTLEY COUNTY COMMISSION
December 6, 2022
Public Hearing
5:30 PM

The Brantley County Board of Commissioners held a called meeting on December 6, 2022, 5:30 PM, in the Commission Office.

Present were Chairman Chris Harris, Randy Davison, Jesse Mobley and Hal Herndon, Board Members and County Manager, Bryan Singleton and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Mobley made a motion to approve the agenda. Commissioner Davison on seconded the motion. All in favor. Motion carried.

1. Public comments on County granting the Development Authority a loan of $175,000.00 to purchase additional property for the Industrial Park

The County Manager stated that this is a public hearing for public comments on the County granting the Development Authority a loan of $175,000.00 to purchase additional property for the Industrial Park. These funds are through a revolving loan fund through Georgia Department of Community Affairs. This is for the purchase of 102 acres for the expansion of the Industrial Park. The loan will be paid back over a period of 10 years at 1% interest. The payments will be interest only for 10 years with a balloon payment at the end of the 10 years. No public comments.

2. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
December 6, 2022
Work Session
6:00 PM

The Brantley County Board of Commissioners held a work session on December 6, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Jesse Mobley and Hal Herndon, Board Members, County Manager, Bryan Singleton and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; Ms. Mittie Vaughn gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Herndon made a motion to approve the agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

Open Public Participation Agenda Items Only - None

Public Participation – Speakers added to public participation agenda
Chris Guest - Avenues Not in attendance

AGENDA

1. Board Appointment-Development Authority – Wyatt Hutchinson

The County Manager informed the Board this is a reappointment to the Development Authority Board. Consent Agenda

2. TSPLOST Resolution

The County Manager stated this is for a reimposition of the 2010 Transportation Act, consisting of eighteen counties in the region with the Southeast Georgia Regional Commission to impose a transportation sales tax of 1%. Regular Agenda

3. LOST tax distribution

The County Manager informed the Board that the County and both cities met on November 21st and came to a tentative agreement. The same distribution will stay in place for 2023; which is City of Nahunta 15%, the City of

Hoboken 7% and the County at 78%. Beginning in 2024 the City of Nahunta will receive 3% more for the purpose of assisting with the payments of the City's loan for the sewer system improvements, and will continue until said loan is satisfied. The City of Nahunta agrees to provide, upon request, financial statement demonstrating payments to said loan from this additional loan. Regular Agenda

4. Consideration of RFP for architectural services

The County Manager informed the Board the all the information has not been received and would like for the Board to consider to address this at a later date. Regular Agenda

5. Consideration of bids for relocation of airport fence

The County Manager stated that three (3) bids were sent out for the relocation of the fence at the airport; only one gave a quote. The contractors were Daniel Forrester, T & T Fencing and Wright. T&T Fencing gave a quote in the amount of $14,090.00. Regular Agenda

6. Consideration of new position – Chief Deputy Appraiser

The County Manager informed the Board that he has received a new job description for a Chief Deputy Appraiser. He has checked with surrounding counties and Camden County and McIntosh County are the only two that have this position. Table at this time.

7. EMS Director's contract

The County Manager stated that the contract with the EMS Director is up for renewal and he recommends the Board renewing the contract at the current salary. Regular Agenda

8. Public Defender's 2023 indigent services agreement

The County Manager stated this is an annual renewal. Regular Agenda

9. Consideration of Christmas bonus

The County Manager informed the Board that he would like to recommend to the Board to consider the $100.00 bonus for all full-time employees. The

amount will be $108.20 before taxes. The total cost to the County will be approximately 13,210.60. Consent Agenda

10. 2023 Workers' Compensation renewal

The County Manager reported the renewal for the Workers' Comp for 2023 the premium for the year is $178,001.00 which is a savings of $33,510.00 from last year. Regular Agenda

11. County Manager report

Report attached.

12. Executive Session – Litigation

Commissioner Davison made a motion to go into executive session to discuss personnel. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

Reconvening after the Closed Session, Commission Mobley made a motion to affirm matters discussed in Closed Session which was litigation; and directed the Chairman to sign the affidavit required by O.C.G.A. 50-14-4(b). Commissioner Herndon seconded the motion. All in favor. Motion carried.

Chairman Harris stated that information was received no action taken.

13. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: Rene' T. Herrin
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
Regular Meeting 6:00 PM
December 8, 2022
County Commission Office

The Brantley County Board of Commissioners held a regular meeting on December 8, 2022, 6:00 PM, in the Commission Office.

Present were Chairman Chris Harris, Brian Hendrix, Randy Davison, Hal Herndon and Jesse Mobley, Board Members, County Manager, Bryan Singleton and County Attorney, Deen Strickland.

Chairman Harris called the meeting to order; gave the invocation and led in the pledge of allegiance to the flag.

Commissioner Hendrix made a motion to approve the minutes. Commissioner Davison seconded the motion. All in favor. Motion carried.

Commissioner Mobley made a motion to approve the agenda. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

CONSENT AGENDA

Board Appointment-Development Authority – Wyatt Hutchinson
Christmas Bonus full time employees

Commissioner Herndon made a motion to approve the consent agenda. Commissioner Mobley seconded the motion. All in favor. Motion carried.

AGENDA

1. TSPLOST Resolution

The County Manager informed the Board they do not have to approve the resolution; due to in 2018 the citizens voted against this TSPLOST. If ten resolutions are received this will still be in effect.

2. LOST tax distribution

The County Manager stated that the County and the Cities came to an agreement for the LOST distribution. (Agreement attached). Commissioner Hendrix made a motion to approve the agreement. Commissioner Davison seconded the motion. All in favor. Motion carried.

3. Consideration of RFP for architectural services

The County Manager asked the Board to consider delaying this item for six months. Board agreed.

4. Consideration of bids for relocation of airport fence

The County Manager stated that only one bid was received from T & T Fencing in the amount of $14,090.00. Commissioner Hendrix made a motion to approve T & T Fencing in the amount of $14, 090.00 to be paid out of ARPA Funds. Commissioner Mobley seconded the motion. All in favor. Motion carried.

5. EMS Director's contract

The County Manager informed the Board that the EMS Director's contract expires December 31st and he recommends to the Board to renew the contract at the current rate of pay. Commissioner Herndon made a motion to renew the contract at the current rate of pay. Commissioner Hendrix seconded the motion. All in favor. Motion carried.

6. Public Defender's 2023 indigent services agreement

The County Manager stated that this is a yearly renewal. Commissioner Hendrix made a motion to approve the 2023 agreement. Commissioner Herndon seconded the motion. All in favor. Motion carried.

7. 2023 Workers' Compensation renewal

The County Manager stated this is a yearly renewal. The total amount being $178,001.00, which is a decrease from last year. Commissioner Davison made a motion to approve the renewal. Commissioner Herndon seconded the motion. All in favor. Motion carried.

Chairman Harris presented Commissioner Mobley with plaque for his years of service and the Board thanked him for his dedication and service to the County.

8. Adjournment

Commissioner Mobley made a motion to adjourn. Commissioner Davison seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST: _____
Rene' T. Herrin, County Clerk

BRANTLEY COUNTY COMMISSION
CALLED MEETING
DECEMBER 15, 2022
6:00 PM
COUNTY COMMISSION OFFICE

The Brantley County Board of Commissioners held a called meeting on December 15, 2022; 6:00pm in the Commission Office.

Present were Chairman Chris Harris, Commissioner Hal Herndon, and Commissioner Jesse Mobley. Also present were Bryan Singleton, County Manager and Deen Strickland, County Attorney. Commissioners Randy Davison and Brian Hendrix were not in attendance.

Chairman Harris Called the meeting to order; Mittie Vaughn gave the invocation.

Commissioner Mobley made a motion to approve the agenda. Commissioner Herndon seconded the motion. All in favor, motion carried.

Commissioner Herndon made a motion to go into executive session Commissioner Mobley seconded the motion. All in favor, motion carried.

Reconvening after the Closed Session, Commissioner Mobley made a motion to affirm matters discussed in Closed Session which was litigation; and directed the Chairman to sign the affidavit required by O.C.G.A 50-14-4(b). Commissioner Herndon seconded the motion. All in favor. Motion Carried.

Chairman Harris stated that information was received and no action was taken.

Commissioner Mobley made a motion to retain the services of Paul Threlkeld in the legal matter concerning the Brantley County Development Partners at the hourly rate of $300.00 for partners and $238.00 for associates. Commissioner Herndon seconded the motion. All in favor, motion carried.

Commissioner Mobley made a motion to increase the hourly rate of Kimberly Hale from $315.00 an hour to $355.00 an hour; in the matter of the County's position with EPD on the permit. Commissioner Herndon seconded the motion. All in favor, motion carried.

Commissioner Mobley made a motion to adjourn. Commissioner Herndon seconded the motion. All in favor. Motion carried.

There being no further business, the meeting adjourned in regular order.

Chris Harris, Chairman

ATTEST:
Taylor Sheppard, Deputy Clerk

STATE OF GEORGIA
COUNTY OF BRANTLEY

AFFIDAVIT OF CHAIRMAN
CLOSED MEETING

Chris Harris, Chairman of the Brantley County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

The Brantley County Board of Commissioners met in a duly advertised meeting on December 6, 2022. During such meeting, the Board voted to go into Closed Session. Members voting in favor of Closed Session were Chris Harris, Chairman, Brian Hendrix, Jesse Mobley, Randy Davison and Hal Herndon, Board Members.

Members voting against the Closed Session were

_____

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

__X____ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any other officer or employee may be directly involved as provided by O.C.G.A. 50-14-2(1);

_____ Discuss tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

_____ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

_____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other _____

This the 6th day of December, 2022.

Sworn to and subscribed before me this 8th day of December, 2022

Notary Public

Chris Harris, Chairman

RENEE THERRIN NOTARY PUBLIC GEORGIA EXPIRES January 11, 2025 BRANTLEY CO., GA

A RESOLUTION

WHEREAS, the Transportation Investment Act of 2010 (specifically O.C.G.A. § 48-8-240 et al.) established the ability of each service delivery region in Georgia to levy a sales tax of one cent for the purposes of funding transportation infrastructure improvements; and

WHEREAS, the Southern Georgia region consisting of Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware counties implemented the requirements of the Transportation Investment Act of 2010 and its voters considered and approved a sales tax referendum in 2018 pursuant to O.C.G.A. § 48-8-240 et. al; and

WHEREAS, O.C.G.A. § 48-8-24S(c)(2) specifically authorizes, that "[u]pon the adoption of resolutions by the governing bodies of a majority of the counties within a special district in which a tax authorized by this article is in effect, an election may be held for the reimposition of the tax while the tax is in effect. Proceedings for the development of an investment list and for the reimposition of a tax shall be in the same manner as provided for in Code Sections 48-8-241 and 48-8-243"; and

WHEREAS, all of the procedural requirements of the Transportation Investment Act of 2010 remain in effect regarding the creation of investment criteria, the establishment of the Regional Roundtable and Executive Committee, the development of a draft investment list, and public participation among other items.

NOW THEREFORE, BE IT RESOLVED, that the Brantley County Board of Commissioners desires to initiate the process outlined in the Transportation Investment Act of 2010 for the voters of the Southern Georgia region to consider continued imposition of a one cent sales tax for the purposes of funding transportation infrastructure improvements in the region; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be transmitted to the Director of Planning of the Georgia Department of Transportation, the Southern Georgia Regional Commission as well as the Boards of Commission of the counties of the Southern Georgia region.

Approved this 8th day of December, 2022 by the Board of Commissioners of Brantley County, Georgia.

_____ _____

Chairman County Clerk

CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Brantley County hereby certify that the proceeds of the Joint County and Municipal Sales and Use tax generated in such district shall be distributed by the State Revenue Commissioner:

As follows for the distributions occurring after **January 1, 2023** and ending **December 31, 2023:**

City of Nahunta shall receive 15%

City of Hoboken shall receive 7%

County of Brantley shall receive 78%

As follows for the distributions occurring after **January 1, 2024:**

City of Nahunta shall receive 18%

City of Hoboken shall receive 7%

County of Brantley shall receive 75%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this **9th** day of **December 2022.**

Barbara Mary

MAYOR OF THE CITY OF NAHUNTA

Joey D. Crews

MAYOR OF THE CITY OF HOBOKEN

Allen Adams

CHAIRMAN BOARD OF COMMISSIONERS OF BRANTLEY COUNTY

ADDENDUM

This certification is established by the participating entities to assist the City of Nahunta in its efforts to make necessary improvements to its sewer system. The additional 3% LOST revenue will be allocated beginning **January 1, 2024** to assist with the payments of the City's loan for the purpose of sewer system improvements, and will continue until said loan is satisfied. The City of Nahunta agrees to provide, upon request, financial statements demonstrating payments to said loan from this additional revenue.

Barbara May

MAYOR OF THE CITY OF NAHUNTA

Joey D. Crews

MAYOR OF THE CITY OF HOBOKEN

CHAIRMAN BOARD OF COMMISSIONERS OF BRANTLEY COUNTY

Quotes to relocate Brantley County Airport fencing to DOT ROW.

Contractor	Quote
Daniel Forrester	Declined
T & T Fencing	$14,090
Wright Fencing	Measured, but no quote received

Recommend that we accept the quote from T & T Fencing.

BRANTLEY COUNTY GEORGIA BOARD OF COMMISSION

EMPLOYMENT AGREEMENT - COUNTY MANAGER

This Agreement is made this 8th day of December 2022 between Brantley County Board of Commission and Gary William Riggan Jr..

1. Definitions

All italicized terms in this Agreement are defined below:

(a) *Employer* Brantley County, Georgia, by and through its duly elected Board of Commissioners (also "County").

(b) *Employee* Gary William Riggan Jr.

2. Employee's Duties, Obligations, and Responsibilities

Employee shall serve as the Emergency Medical Services Director of Brantley County, Georgia. Employee shall report to and be responsible to the Brantley County Manager. Employee shall perform the professional services generally required of a Director, including but not limited to the following:

(a) Overseeing the management and operation of all Brantley County EMS Department

(b) Overseeing the financial affairs of Brantley County Emergency Medical Services and annual budget preparations.

(c) Providing professional leadership in the operations of Brantley County Emergency Medical Services Department;

(d) Promoting a healthy, professional and effective working relationship with all employees, Constitutional officers, and their employees.

(e) Presenting reports on the status of the Brantley County Emergency Medical Service operations monthly to the County Manager.

(f) Planning for future Brantley County programs for the Emergency Medical Department.

(g) Participating in appropriate local government affairs.

(h) Strictly adhering to all Federal, State and County rules and regulations, and avoiding neglect, criminal offenses and unauthorized disclosures of business records and financial information;

(i) Engaging in appropriate activities to further Employee's professional education and development during the term of this agreement;

(j) Maintaining a pleasant, positive, polite, and responsive attitude and demeanor toward all employees, officers, elected officials, and citizens of the County; and

(k) Performing all other duties for the County normally performed by an Emergency Medical Services Director.

Employee shall perform his services pursuant to this agreement under the direction of the Employer and in a professional, competent and workmanlike manner consistent with the state of the art at the time.

3. Term

The term of Employee's employment by Employer shall commence upon execution of this Agreement and end on December 31, 2023, and thereafter shall be renewable on an annual basis upon the agreement of the parties, from January 1 through December 31 of the following year. Employee serves at the will of Employer and may be terminated with or without cause by Employer at any time, subject only to section **5. Termination and Severance**.

4. Compensation

For his services pursuant to this agreement, Employer shall compensate Employee as follows:

(a) Salary. Employee will be paid an annual salary of ***$73,271.42*** payable on a bi-weekly basis in the gross amount of ***$2,818.13*** before all payroll deductions. At the end of each fiscal year (December 31), Employee's performance and salary will be reviewed, and Employee's salary will be considered for adjustment based upon performance. In the event a county-wide, across-the-board pay adjustment is given to all employees during a fiscal year, Employee shall be entitled to that same adjustment.

(b) Medical Insurance. Employee will be offered medical insurance identical to that received by other County employees, except that Employee and his family shall be eligible to enroll in such coverage immediately upon hiring, rather than after a waiting period.

(c) Life Insurance. Employer will provide life insurance coverage for Employee in the same coverage amount as other County employees.

(d) Retirement Plan. Employer will provide a retirement plan for Employee identical to that offered to other County Employees. However, if allowable under the rules of the County's retirement plan, Employee's vesting period shall be 5 years (i.e. Employee shall be fully vested in the retirement plan after 5 years of employment).

(e) Vehicle Allowance. Employer will provide vehicle and fuel expected to be used during the course of his employment with Employer for travel within the County or surrounding counties and intended use of Employee for such reasonable use of his personal vehicle.

(f) Other Benefits. Employee shall be entitled to participate in and receive benefits for which he shall be eligible under any Brantley County pension, retirement, group life, accident insurance, group disability insurance, medical reimbursement or insurance, sick leave, or holiday program, policy or plan maintained by Brantley County or the ACCG for County employees during Employee's employment.

(g) Paid Vacation and Personal Days. Employee shall be immediately vested with ten (10) days paid vacation leave annually, and such vacation time is not subject to accrual, but is available immediately. Employee shall provide reasonable advance notice of any vacation time in excess of two weeks. Employee shall be entitled to sick leave according to the County Personnel Handbook. Other than the paid vacation leave that becomes immediately vested, Employee's ten (10) days of annual paid vacation leave and sick leave shall accrue in the same manner as other employees pursuant to the County Personnel Handbook.

5. Termination and Severance

(a) If Employee's employment is terminated by Employer **without cause**, and Employee is willing and able to perform his duties under the terms of this agreement, Employer shall pay Employee his salary for **ninety (90) days** from the date of termination without cause, plus payment for all of Employee's accrued and unused leave time. This severance pay is Employee's sole remedy against Employer if he is terminated without cause and constitutes liquidated damages. Accrual of all leave shall cease effective immediately upon notification in writing by Employer that the Employee has been terminated.

(b) If Employee is permanently disabled or is otherwise unable to perform his duties due to illness, injury, mental incapacity, or health for a period of one hundred eighty (180) calendar days,

Employer may terminate this agreement and neither party shall have any further rights or obligations as to the other.

(h) The provisions of this section shall apply as long as Employee works for Employer, even if the Term of this Agreement has expired without the parties executing a renewal.

(i) In the event Employee elects to leave employment, Employee shall provide Employer at least 30 days advance notice.

6. Outside Employment

While employed by Employer, Employee may not offer his services for outside employment (i.e. employment other than for Employer under this Agreement) without the explicit, prior, written permission of Employer.

7. Miscellaneous

(a) Merger and Integration

This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed. Unless otherwise specified herein, this Agreement supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(b) Modification

Except as otherwise specifically provided, the terms and conditions of this Agreement may only be amended by mutual agreement of the parties, in writing, signed by both, and entered into the minutes of the Board of Commissioners during a public meeting.

(c) Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

(d) Binding Successors

This Agreement shall be binding upon each Party, its successors and assigns.

(e) Jurisdiction, Venue, and Choice of Law

This agreement shall be construed and enforced under and in accordance with the laws of the State of Georgia. Venue and jurisdiction for all disputes arising in any way out of this Agreement shall be in the Superior Court of Brantley County, Georgia jurisdiction, and both parties' consent to jurisdiction and venue therein and waive any objections they may have, now or in the future, thereto.

(f) Notice

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Notice given under this Agreement is deemed to have been received within three (3) days of the postmark on the letter in which it is contained, and a photocopy of the envelope in which the notice was sent, or on the date shown on any e-mail delivery receipt and such receipt shall be deemed as sufficient proof thereof. Rejection or other refusal to accept or inability to deliver because of the changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder.

EMPLOYER	EMPLOYEE
Brantley County Board of Commission *33 Allen Road Nahunta Ga, 31553*	Gary William Riggan Jr. 4446 Manor Millwood Rd S Manor, Ga 31550

Copy to:

C. Deen Strickland
Attorney at Law
102 Albany Avenue
Waycross, Georgia 31501

(g) Duty to Cooperate

On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement. The parties agree to discuss and negotiate in good faith to resolve any issues addressed in the modifications or amendments as proposed.

(h) Time of Essence

Time is and shall be of the essence of this agreement.

(i) No Waiver

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

(j) Construction

This agreement shall be construed without regard to who drafted the various provisions hereof. Each provision of this agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is construed against the drafting party shall not be applicable to this agreement.

(k) Counterparts

This Agreement may be executed in several counterparts and in duplicate originals, each of which shall constitute an executed original, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this Agreement either by writing or by facsimile.

Employer

BRANTLEY COUNTY, GEORGIA, Acting by
and through its Board of Commissioners

Chris (Skipper) Harris, Chair

Brian Hendrix, Commissioner

Randy Davison, Commissioner

Hal Herndon, Commissioner

Jesse Mobley, Commissioner

Attest: Rene' Herrin, County Clerk

Employee:

Gary William Riggan Jr.

Sworn to and subscribed to before me
this 8th day of December 2022.

Notary Public
My Commission Expires: 11-20-26

Gary William Riggan Jr.

TAYLOR SHEPPARD
NOTARY
PUBLIC
Exp. November 20, 2026
BRANTLEY COUNTY, GA

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this 9th day of Dec. 2022, among the Georgia Public Defender Council (herein referred to as " GPDC"), the Circuit Public Defender Office of the Waycross Judicial Circuit (herein referred to as "the Public Defender Office"), and the governing authority of Brantley County, a body politic and a subdivision of the State of Georgia (herein referred to as "the County"). This agreement is effective January 1, 2023.

WITNESSETH:

WHEREAS, GPDC, the Public Defender Office, and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense act of 2003, as amended; and

WHEREAS, GPDC is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entitles; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations of private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

(1) The provision by the Public Defender Office of the statutorily required services to the County;

(2) The payment of additional personnel and services by the County;

(3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;

(4) Optional provisions; and

(5) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars ($10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS**:

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Waycross Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

(1) Cases prosecuted in the Superior Court of Brantley County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;

(2) Hearings in the Superior Court of Brantley County on a revocation of probation;

(3) Cases prosecuted in the Juvenile Court of Brantley County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Upon expiration or termination of the agreement, any unused portion of the administrative services fee shall be refunded to the County by GPDC; unused portion means those fees paid in association with any position not filled in full but for which the County has provided funding. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any

additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The County agrees to pay its pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office plus a 5% administration fee to GPDC. The 5% administration fee is determined by the total amount of the County's pro rata share of the operating expenses and is separate from the 5% administrative services fee described Section 2.01 of this agreement. Upon expiration or termination of the agreement, any unused portion of the administrative fee shall be refunded to the County by GPDC; unused portion means those fees paid in association with operating costs not incurred but for which the County has provided funds. Attachment B is incorporated into this agreement by reference. The County agrees to pay in quarterly installments to GPDC. The initial installment shall be due on or before December 15, 2023, or as soon as possible after the execution of this agreement, whichever comes first. Thereafter the County agrees to forward each subsequent quarterly payment to GPDC at the start of each quarter, specifically, the 15th day of the preceding month before a fiscal quarter is to begin. Thus, the County will forward the funds by March 15, June 15, and September 15, 2023.

Section 3.02 Administration of office expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds and made payable to the vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in a properly addressed envelope with sufficient postage by deposit into the United States mail.

Section 3.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 3.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for

invoices approved by the Circuit Public Defender provided sufficient funds from the County exist. The County bears the legal responsibility for any claim that arises from GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 3.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

Section 3.06 Taxes. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

ARTICLE 4

OPTIONAL PROVISIONS

(RESERVED)

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is twelve (12) months beginning January 1, 2023 and ending December 31, 2023.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate, but if not resolved at said Arbitration and Mediation Program, County reserves the right to proceed to the Court itself.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Waycross Judicial Circuit:

Joshua A. Larkey
Circuit Public Defender
605-D Church St.
Waycross, GA 31501

Governing Authority of Brantley County:

Mr. Chris Harris, Chairman
Brantley County Commission
PO. O. Box 398
Nahunta, GA 31553

Georgia Public Defender Council:

Omotayo B. Alli, Director
270 Washington Street SW
Suite 6079
Atlanta, GA 30334

Section 5.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. No modifications may be made without prior notice to and approval from all the parties to this agreement.

Section 5.07 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 5.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) **For cause**. This agreement may be terminated for cause, in whole or part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) **For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08

Section 5.08 Cooperation in transition of services. (a) At the beginning of the agreement. The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) **During or at the end of the agreement**. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) **Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Rollover of Funds. The County acknowledges that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 5.11 Time. Time is of the essence.

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

CIRCUIT PUBLIC DEFENDER OFFICE
WAYCROSS JUDICIAL CIRCUIT

By: _____

Joshua A. Larkey, Circuit Public Defender

BRANTLEY COUNTY

By: _____

Chris Harris,
Commission Chairman

ATTEST:

_____ (SEAL)

SONIA R. MEADOWS NOTARY PUBLIC WARE COUNTY, GA

ATTEST:

_____ (SEAL)

BRANTLEY COUNTY COMMISSIONERS SEAL BRANTLEY CO., GA

GEORGIA PUBLIC DEFENDER COUNCIL

By: _____

Omotayo B. Alli, Director

ATTEST:

_____

OFFICIAL SEAL
TOKUNBO RAIFORD
NOTARY PUBLIC-GEORGIA
GWINNETT COUNTY
My Comm. Expires Feb. 29, 2024

Waycross Judicial Circuit
BRANTLEY COUNTY
Personnel Expenses
January 1, 2023 through December 31, 2023

The County agrees to pay the Public Defender Office **$84,033.90** in 4 quarterly installments of **$21,008.47**. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding quarter beginning on December 15, 2022. Any such scheduled payment that has not been timely made as of the date of the execution of this Agreement shall be deemed immediately due and payable.

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county public defenders and assistants (Article 2).

Payment for the salaries, benefits and administrative costs shall be made by the County in advance of the payment of the salaries by the Public Defender Office. These additional personnel will provide legal representation to indigent defendants in Superior Courts and delinquency proceedings in Juvenile Courts.

The parties hereto acknowledge and agree that the Circuit Public Defender may reallocate funds from one category of employee to another (e. g. any administrative staff funds remaining after that position has been filled may be used toward attorney salaries) .Under no circumstance: however, shall the total sum of salaries, benefits, and administrative fees exceed the total reflected above or the County's portion thereof as reflected above.

The Circuit Public Defender, at his discretion, may authorize GPDC to return to the County any unused monies forwarded pursuant to this contract that have been deposited with GPDC for ninety (90) days or more.

ATTACHMENT "A"

Waycross Judicial Circuit
BRANTLEY COUNTY
Operating Expenses
January 1, 2023 through December 31, 2023

The County agrees to pay the Public Defender Office **$11,610.47** in 4 quarterly installments of **$2,902.62**. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding quarter beginning on December 15, 2022. Any such scheduled payment that has not been timely made as of the date of the execution of this Agreement shall be deemed immediately due and payable.

The Public Defender Office agrees to use these funds for the purpose of paying the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

The parties hereto acknowledge and agree that the Circuit Public Defender may reallocate funds from one category of expenditures to another (e. g.: any funds designated for purchase of a desk that are not used or fully used may be applied toward the purchase of additional office furnishings.) Under no circumstance, however, shall the total sum of materials/supplies, one-time expenditures, and other expenses (as contemplated by the Circuit Public Defender's proposed budget of which all parties hereto have been made aware) exceed the total reflected sum of administrative expenses reflected above or the County's portion thereof as reflected above.

The Circuit Public Defender, at his discretion, may authorize GPDC to return to the County any unused monies forwarded pursuant to this contract that have been deposited with the GPDC for ninety (90) days or more.

ATTACHMENT "B"

WAYCROSS CIRCUIT PUBLIC DEFENDER OFFICE
JANUARY 1, 2023 - DECEMBER 31, 2023

STATE FUNDED - Public Defender and Assistants

Name	#	Salaries	FICA 7.65% of Salary	Retirement 31.01% - 35.47% of salary	Health Insurance 29.454% of Salary	Unemployment $31 per Position	Total
Chief Public Defender	1	$ 127,473.12	$ 9,751.69	$ 45,214.72	$ 37,545.93	$ 31.00	$ 220,016.46
Assistant Public Defender	4	$ 307,357.20	$ 23,512.83	$ 100,440.18	$ 90,528.99	$ 124.00	$ 521,963.20
TOTAL:	5	$ 434,830.32	$ 33,264.52	$ 145,654.90	$ 128,074.92	$ 155.00	$ 741,979.66

STATE FUNDED - Public Defender Administrative

Name	#	Salaries	FICA 7.65% of Salary	Retirement 31.01% - 35.47% of salary	Health Insurance 29.454% of Salary	Unemployment $31 per Position	Total
Administrative Staff	3	$ 124,065.84	$ 9,491.04	$ 38,954.62	$ 36,542.35	$ 93.00	$ 209,146.85
TOTAL:	3	$ 124,065.84	$ 9,491.04	$ 38,954.62	$ 36,542.35	$ 93.00	$ 209,146.85

COUNTY FUNDED - Public Defender and Assistants

Name	#	Salaries	FICA 7.65% of Salary	Retirement 31.01% - 32.97% of salary	Health Insurance 29.454% of Salary	Unemployment $31 per Position	Total
Assistant Public Defender	6	$ 310,290.00	$ 23,737.19	$ 100,148.46	$ 91,392.82	$ 124.00	$ 525,692.46
TOTAL:	6	$ 310,290.00	$ 23,737.19	$ 100,148.46	$ 91,392.82	$ 124.00	$ 525,692.46

COUNTY FUNDED - Public Defender Administrative

Name	#	Salaries	FICA 7.65% of Salary	Retirement 31.01% - 32.97% of salary	Health Insurance 29.454% of Salary	Unemployment $31 per Position	Total
Administrative Staff	5	$ 115,760.08	$ 8,855.65	$ 36,514.40	$ 34,095.97	$ 93.00	$ 195,319.10
TOTAL:	5	$ 115,760.08	$ 8,855.65	$ 36,514.40	$ 34,095.97	$ 93.00	$ 195,319.10

COUNTY FUNDED - Office Expenditures

		Annual	Monthly
Operational Expenditures	*		
Telephone Expense	*	$ 3,000.00	$ 250.00
Office Supplies	*	$ 15,000.00	$ 1,250.00
Postage	*	$ 3,000.00	$ 250.00
Repairs	*	$ 1,620.00	$ 135.00
Reference Books/Law Books	*	$ 5,000.00	$ 416.67
Transcripts	*	$ 3,000.00	$ 250.00
Office Furnishings	*	$ 2,000.00	$ 166.67
Office Equipment	*	$ 4,000.00	$ 333.33
File Cabinets	*	$ 900.00	$ 75.00
Subscriptions	*	$ 1,000.00	$ 83.33
Training/Professional Dues	*	$ 4,600.00	$ 383.33
Car Expenses	*	$ 5,000.00	$ 416.67
Building Expenditures	*		
Space Rental	*	$ 28,200.00	$ 2,350.00
Utilities	*	$ 10,000.00	$ 833.33
TOTAL:	*	$ 86,320.00	$ 7,193.33

TOTAL EXPENDITURES

		State Funded	County Funded
Public Defender and Assistants	*	$ 741,979.66	$ 525,692.46
Public Defender Administrative	*	$ 209,146.85	$ 195,319.10
5% Administrative Fee	*		$ 36,050.58
Office Expenditures	*		$ 86,320.00
5% Administrative Fee	*		$ 4,316.00
TOTAL:	*	$ 951,126.51	$ 847,698.14

BREAKDOWN BY COUNTY (Personnel)

		Annual	Monthly/Quarterly
Bacon	9.80%	$ 74,192.09	$ 18,548.02
Brantley	11.10%	$ 84,033.90	$ 21,008.47
Charlton	5.90%	$ 44,666.67	$ 11,166.67
Coffee	28.00%	$ 211,977.40	$ 17,664.78
Pierce	17.00%	$ 128,700.56	$ 32,175.14
Ware	28.20%	$ 213,491.52	$ 17,790.96
CIRCUIT WIDE TOTAL:	100.00%	$ 757,062.14	$ 118,354.05

BREAKDOWN BY COUNTY (Operating)

		Annual	Monthly/Quarterly
Bacon	7.84%	$ 7,105.86	$ 1,776.47
Brantley	12.81%	$ 11,610.47	$ 2,902.62
Charlton	9.03%	$ 8,184.43	$ 2,046.11
Coffee	30.70%	$ 27,825.25	$ 2,318.77
Pierce	14.13%	$ 12,806.87	$ 3,201.72
Ware	25.49%	$ 23,103.12	$ 1,925.26
CIRCUIT WIDE TOTAL:	100.00%	$ 90,636.00	$ 14,170.94

BREAKDOWN BY COUNTY (Total)

		Annual	Monthly/Quarterly
Bacon	*	$ 81,297.95	$ 20,324.49
Brantley	*	$ 95,644.37	$ 23,911.09
Charlton	*	$ 52,851.10	$ 13,212.77
Coffee	*	$ 239,802.65	$ 19,983.55
Pierce	*	$ 141,507.43	$ 35,376.86
Ware	*	$ 236,594.64	$ 19,716.22
CIRCUIT WIDE TOTAL:	100.00%	$ 847,698.14	$ 132,524.98

*Highlighting denotes counties that pay on a quarterly basis

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
GROUP SELF-INSURANCE WORKERS' COMPENSATION FUND
ESTIMATED CONTRIBUTION STATEMENT
1/1/2023 TO 1/1/2024

Brantley County **MEMBER NO. 0650**

CODE	CLASSIFICATION	RATE	ESTIMATED PAYROLL	ESTIMATED CONTRIBUTION
5506	STREET OR ROAD CONSTRUCTION	7.83	$468,300	$36,668
7705	AMBULANCE SERVICE & DRIVERS	5.68	$905,765	$51,447
7720	POLICE OFFICERS & DRIVERS	3.68	$1,597,306	$58,781
8380	AUTO REPAIR SHOP & DRIVERS	2.25	$56,176	$1,264
8810	CLERICAL	0.40	$1,644,813	$6,579
8868	SCHOOL PROF EMPLOYEES	0.35	$37,858	$133
9014	BUILDING OPERATIONS BY CONTRACTORS	3.94	$6,052	$238
9015	BUILDINGS NOC OPERATIONS BY OWNER	5.18	$28,682	$1,486
9061	SENIOR CENTER EMPLOYEES	1.15	$22,983	$264
9102	PARK MAINTENANCE	4.05	$133,940	$5,425
9403	GARBAGE COLLECTION & DRIVERS	5.89	$29,187	$1,719
9410	MUNICIPAL EMPLOYEES	2.79	$237,192	$6,618
			$5,168,254	**$170,622**

EXPERIENCE MODIFICATION	**1.3600**	x	1.3600
VOLUME DISCOUNT	**-18.00%**	x	0.8200
SAFETY DISCOUNT	**-0.075**		0.925
SCHEDULED MODIFIER	**25.00%**	x	1.2500
			$220,009

ESTIMATED CONTRIBUTION	$220,009
2023 DIVIDEND	($42,008)

2023 ESTIMATED CONTRIBUTION DUE 1/1/2023 $178,001

PAYMENT PLAN INSTALLMENT SCHEDULE	DUE DATE	AMOUNT DUE
DOWN PAYMENT (25%)	01/01/2023	$44,501
APRIL INSTALLMENT (37.5%)	04/01/2023	$66,750
JULY INSTALLMENT (37.5%)	07/01/2023	$66,750

THE ANNUAL CONTRIBUTION MAY BE PAID IN FULL ON 1/1/2023 OR PAYMENT MAY BE MADE BY UTILIZING THE PAYMENT PLAN SHOWN ABOVE. PROMPT PAYMENT OF THE CONTRIBUTION IS NECESSARY TO KEEP THE COST OF COVERAGE DOWN FOR ALL MEMBERS. A FINANCE CHARGE OF 7% ANNUAL, PRO-RATED DAILY INTEREST WILL BE ASSESSED ON ANY CONTRIBUTIONS NOT RECEIVED WHEN DUE.

CONGRATULATIONS ON MEETING THE REQUIREMENTS FOR THE SAFETY DISCOUNT PROGRAM FOR 2023. YOUR EFFORTS HAVE RESULTED IN A 7.5% REDUCTION ON YOUR 2023 PREMIUM OR A SAVINGS OF: $17,839

Date: 12/1/2022

BRANTLEY COUNTY
GEORGIA

Activities Report to the Brantley County Commissioners

Staff Accomplishments in November 2022

Road Department

- Installed 48 x 40 cross drain culvert on Banner Trail
- Constructed drain ditch and installed culvert on west side of Browntown Rd
- Installed 20 x 40 cross drain on Deerwood at HWY 259 intersection
- Repaired damaged bridge railing on Mars Hill Rd
- Installed 18 x 30 culvert on Taylor Bay Rd
- Installed 18 x 30 culvert on Sears Rd
- Began digging out ditches on Caney Bay Rd
- Added dirt to build up Mattie Shuman Rd at Mill Pond intersection
- Installed weight limit signs on High Bluff Rd
- Cleaned out ditches and culverts on Baker Hill Rd
- Added dirt to Payne Circle

EMA

- Coordinated preparations for Hurricane Nicole. One home was damaged. Our WeatherSTEM stations reported the following:
  Station - Max wind (mph)- rainfall (inches)
  Nahunta - 23 - 1.27
  Waynesville- 29 - 1.28
  Hoboken - 29 - 1.55
  Hortense- 18 - 1.41
  Hickox - 24 - 2.15
- Attended 2 classes and 26 meetings/briefings.
- Facilitated Fire Academy Tactical Ventilation class for Hortense and Nahunta VFD's (Participants: 24)
- Applied for 2022-2023 GEMA EMPG grant.
- Hazard Mitigation Plan approved by GEMA and submitted to FEMA for approval.
- Submitted and approved 4 training exercises to GEMA.
- Approved 2022-2023 School Safety Plans
- Assisted Fire Departments with Hose Testing and insurance policy renewals.
- Installed new A/C unit on dive trailer.

EMS

- Total called dispatched: 195
- Total number of PCRs billed: 129
- Total number of PCRs written: 189
- Total number of PCRs closed: 28 (These are calls that EMS had no patient or was canceled)
- Call vol each Medic Unit: 65
- Calls every 24 hrs. Medic Unit: 2.2

BCEMS is currently staffing 2 ½ medic units each shift, this is our minimum. We also have mandated that each shift work every third Saturday to cover the weekend shifts that are open.

BCEMS has hired two new staff members this last month, one full time and one part time, we have also lost one full time Paramedic.

BCEMS will be holding its first EMT class starting in January, at this time we have 10 students that completed the application process. Anyone can take the class as long as they meet the following requirements: Must be 18 years of age when the class is completed, have a high school diploma, GED, or will graduate after the class.

BCEMS also has five staff members that are going to be pursuing their Paramedic Certification in 2023.

Code Enforcement

- Investigations:
  - Campers: 3, Junk:1, Buildings: 1, Blight: 1.

Planning Department

NOVEMBER	Qty	Price
Building Permit & Plan Review	19	$8,400.72
Addressing	8	$200.00
Mobile Home / Sturcture	10	$4,110.00
Trash Cans	12	$186.64
Business License		
Hab Inspection	5	$464.44
Septic/Well	4	$375.00
Culvert Pipe	6	$3,867.30
RV Application		
RV Fee		
Alcohol License		
TOTAL	**64**	**$17,604.10**

Library

- Our story time group has scheduled a visit from Santa on Dec. 8. Around 10 am.
- We have a Santa Workshop scheduled for the children of our community, Dec. 13th, from 2pm to 5pm. We will have Santa dropping into the workshop as well around 4pm. We will have stations set up in our meeting room for the children to decorate cookies, make Christmas cards or Christmas bookmarks, decorate small wooden ornaments, we will also have items to make Christmas Sugar scrubs.

Board of Commissioners

- Closing on property sale of 102 acres to the Brantley County Economic Development Authority the week of December 5th.
- Little Buffalo Creek Rd paving to begin within 3 weeks. Concrete pipes are 18 weeks out, so we switched to polymer coated metal pipes, which are 3-4 weeks out.
- Browntown Rd repaving to begin week of December 5th.
- Schlatterville Rd repaving/School Circle culvert repair to begin within 2 weeks and be completed by

the end of December.

- Special thanks to the Brantley County Board of Elections for a smoothly run general election.

Respectfully Submitted,

Bryan Singleton
County Manager

On behalf of the staff of:

Tax Assessor's Office
The County Clerk's Office
The HR/Finance Office
EMS
EMA
Brantley E-911
Senior Citizens Center
Brantley County Board of Commissioners
Planning and Building
Recreation Department
Roads Department
Code Enforcement
The Brantley County Library
Elections Department
Development Authority