



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA
Effingham County
Georgia
Board of Commissioners

December 05, 2023 – 5:00 PM

Effingham County Administrative Complex
Meeting Chambers

804 South Laurel Street, Springfield GA 31329

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

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

****PLEASE TURN OFF YOUR CELL PHONE**

Agenda

Watch us live on our YouTube page:

<https://www.youtube.com/channel/UC9wRzS6f2pHHZG3IgRk3OUQ>

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes**
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak.
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. Presentation/Appearance**
 - 1. Presentation of an award to Elizabeth Hales for 31 years of services to Effingham County with EMS
 - 2. **5:10 pm** - Melissa Calhoun, Juvenile Court Judge
- X. Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda

1. [2023-616 Agreement]

Consideration to renew the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

2. [2023-617 Agreement]

Consideration to renew an Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court

3. [2023-618 Agreement]

Consideration to renew a Lease Agreement between Effingham County and the City of Springfield for Fire Department Building

4. [2023-619 Agreement]

Consideration to renew an Agreement with Elevos to provide data hosting and billing records for Effingham County EMS

5. [2023-620 Agreement]

Consideration to approve a Memorandum of Agreement between Savannah Technical College and Effingham County EMS

6. [2023-621 Purchase]

Consideration to ratify and affirm the Purchase of Enterprise vehicle orders for Public Works/Water/Sewer

7. [2023-622 Grant Award]

Consideration to approve acceptance of a Grant Award from ACCG's Employee Safety Grant Program

8. [2023-623 Application]

Consideration to ratify and affirm submittal of a Grant Application and acceptance of a Grant award from the Georgia Trauma Commission

9. [2023-624 Application]

Consideration to ratify and affirm a Georgia Gang Prosecution Grant Application acceptance of the Grant Award for the Sheriff's Office

10. [2023-625 Sanitation Release]

Consideration to approve Sanitation Releases as submitted by Administrative Staff and approved by the Tax Assessor, Tax Commissioner and Fire Chief

XI. Unfinished Business - Contains items held from a previous agenda.

1. [2023-474 Public Hearing] *Chelsie Fernald*

The Planning Board recommends approving an application by **MRD Partners, LLC / Nolan Andrews** as Agent for **Ronald V. Roberts & Barry Chenkin** to **rezone** 18.5 acres located at **4828, 4838 & 4884 McCall Road** from **R-2 & AR-1** to **I-1** to allow for warehouse development **Map# 450D Parcel# 4A, 4B & 5** in the **Second District** (*postponed 11/07/2023*)

2. [2023-475 Second Reading]

Consideration to approve the Second Reading of an application by **MRD Partners, LLC / Nolan Andrews** as Agent for **Ronald V. Roberts & Barry Chenkin** to **rezone** 18.5 acres located at **4828, 4838 & 4884 McCall Road** from **R-2 & AR-1 to I-1** to allow for warehouse development **Map# 450D Parcel# 4A, 4B & 5** in the **Second District** (*postponed 11/07/2023*)

3. [2023-522 Public Hearing] *Chelsie Fernald*

The Planning Board recommends approving an application by **MRD Partners, LLC** as Agent for **Ronald V. Roberts & Barry Chenkin** requesting a **variance** from Section 3.4 to reduce required development buffers from industrial to residential located on McCall Road, **proposed zoning I-1 Map# 450D Parcel# 4A, 4B & 5**, in the **Second District** (*postponed, 11/07/2023*)

4. [2023-523 Second Reading]

Consideration to approve the Second Reading of an application by **MRD Partners, LLC** as Agent for **Ronald V. Roberts & Barry Chenkin** requesting a **variance** from Section 3.4 to reduce required development buffers from industrial to residential located on McCall Road, **proposed zoning I-1 Map# 450D Parcel# 4A, 4B & 5**, in the **Second District** (*postponed 11/07/2023*)

5. [2023-517 Sketch Plan] *Chelsie Fernald*

The Planning Board recommends approving an application by **MRD Partners, LLC**, for a **Sketch Plan** located on McCall Road for "**Horizon Business Center**" zoned **I-1 Map# 450D Parcels# 4A, 4B & 5** in the **Second District** (*postponed, 11/07/2023*)

6. [2023-524 Public Hearing] *Chelsie Fernald*

The Planning Board recommends denying an application by **KFJT Enterprises, LLC** as Agent for **Estate of Ernest Oetgen** to **rezone** 170 +/- acres located on Oetgen Road from **AR-1 & R-4 to I-1** to allow for business development **Map# 399 Parcel# 3, 3D, 3Q, & 3R**, in the **First District** (*postponed, 11/07/2023*)

7. [2023-525 Second Reading]

Consideration to approve the Second Reading of an application by **KFJT Enterprises, LLC** as Agent for **Estate of Ernest Oetgen** to **rezone** 170 +/- acres located on Oetgen Road from **AR-1 & R-4 to I-1** to allow for business development **Map# 399 Parcel# 3, 3D, 3Q, & 3R** in the **First District** (*postponed, 11/07/2023*)

8. [2023-516 Sketch Plan] *Chelsie Fernald*

The Planning Board recommends denying an application by **Coleman Company**, for a **Sketch Plan** located on Oetgen Road for "**Oetgen Industrial**" zoned **I-1 Map# 399 Parcels# 3, 3D, 3Q & 3R** in the **First District** (*postponed, 11/07/2023*)

9. [2023-526 Public Hearing] *Chelsie Fernald*

The Planning Board recommends denying an application by **Lex Bazemore** as Agent for **Wanda R. Williams** to **rezone** 17.67 acres located on Race Path Road from **AR-1 to R-4** with the conditional use to allow for an RV park **Map# 412 Parcel# 5A** in the **Fourth District** (*postponed 11/07/2023*)

10. [2023-527 Second Reading]

Consideration to approve the Second Reading of an application by **Lex Bazemore** as Agent for **Wanda R. Williams** to **rezone** 17.67 acres located on Race Path Road from **AR-1 to R-4** with the conditional use to allow for an RV park **Map# 412 Parcel# 5A** in the **Fourth District** (*postponed 11/07/2023*)

11. [2023-604 Ordinance]

Consideration to approve the Second Reading of an Ordinance for **Part II - Official Code, Appendix B - Subdivisions** of the Effingham County Code of Ordinances

12. [2023-605 Ordinance]

Consideration to approve the Second Reading of an Ordinance to amend **Part II - Official Code, Appendix C - Article V - Table of Permitted Uses** of the Effingham County Code of Ordinances

13. [2023-606 Ordinance]

Consideration to approve the Second Reading of an Ordinance for **Part II - Official Code, Chapter 42; Section 42-7 - Firearms** of the Effingham County Code of Ordinances (*1st reading approved, 11/21/2023*)

14. [2023- 583 Agreement] *Tim Callanan*

Consideration to approve an Intergovernmental Agreement between the counties of Chatham, Liberty and Effingham with Live Oak Libraries (*postponed 11/21/2023*)

XII. New Business

1. [2023-626 Plan] *Clint Hodges*

Consideration to approve adoption of the Effingham County Hazard Mitigation Plan

2. [2023-627 Contract] *Alison Bruton*

Consideration to approve Contract 23-REQ-037 with Peek Pavement for the LMIG 2023 SAP Roadway Restriping & Signage

3. [2023-628 Proposal] *Alison Bruton*

Consideration to approve a Proposal from Cogdell Mendrala Architects for Design Services for the ECSO Training Facility and Magistrate Court

4. [2023-629 Change Order] *Alison Bruton*

Consideration to approve a Change Order# 2 for McWright LLC for Contract 23-ITB-031

5. [2023-630 Change Order] *Alison Bruton*

Consideration to approve a Change Order #3 for DPR Architecture for Contract 20-006 for A/E Services

6. [2023-631 Purchase] *Alison Bruton*

Consideration to approve the Purchase of two SCBA compressors, four SCBA Fill Stations, and supporting equipment for the Fire Department

7. [2023-632 Payment] *Alison Bruton*

Consideration to approve Payment for the Hardware Warranty between Effingham County and Dominion Voting Systems, Inc

8. **[2023-633 Donation Acceptance]** *Mark Barnes*

Consideration to approve acceptance of a donation to Effingham County Board of Commissioners from Sewon America Inc. in the amount of \$10,000

9. **[2023-634 Agreement]** *Mark Barnes*

Consideration to approve an Indigent Defense Services Agreement for State Court office

10. **[2023-635 Plat/Deed]** *Samantha Easton*

Consideration to approve a Final Plat and Warranty Deed for New Haven, Phase 2 located on Hodgeville Road Map# 416 Parcel# 20F in the Second District

11. **[2023-636 Resolution]** *Tim Callanan*

Consideration to approve Resolution# 023-031 requesting the Introduction of Local Legislation and the Creation of a Public Facilities Authority

12. **[2023-637 Job Descriptions]** *Sarah Mausolf*

Consideration to approve and publish new Job Descriptions for Senior Planner, Purchasing Agent, Purchasing Tech, Procurement and Capital Projects Manager and an Emergency Medical Technician (EMT)

13. **[2023-638 Policy]** *Sarah Mausolf*

Consideration to approve an Employee Recognition Program as presented by the Office of Human Resources

14. **[2023-639 Agreement]** *Sarah Mausolf*

Consideration to approve Summary of Material Modification and Amendment# 6 to the Meritain Health Plan

XIII. Reports from Commissioners & Administrative Staff

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

XV. Executive Session Minutes - Consideration to approve the November 21, 2023 executive session minutes

XVI. Planning Board - 6:00 pm

1. **[2023-640 Public Hearing]** *Chelsie Fernald*

The Planning Board recommends approving an application by **Frank McDonough** for a **conditional use** for a **rural business** located at 2646 Little McCall Road **Map# 391 Parcel #21**, in the **Fourth District**

2. **[2023-641 Second Reading]**

Consideration to approve the Second Reading of an application by **Frank McDonough** for a **conditional use** for a **rural business** located at 2646 Little McCall Road **Map# 391 Parcel #21**, in the **Fourth District**

3. **[2023-642 Public Hearing]** *Chelsie Fernald*

The Planning Board recommends approving an application by **Aideth Zamorano Mateos** as Agent for **Noe Zamorano Mateos** requests a **variance** from ordinance section 5.1.4 to allow for the reduction in required building setbacks, zoned AR-1. Located at 132 Fourth Street. **Map# 296A Parcel# 45**, in the **First District**

4. [2023-643 Second Reading]

Consideration to approve the Second Reading of an application by **Aideth Zamorano Mateos** as Agent for **Noe Zamorano Mateos** requests a **variance** from ordinance section 5.1.4 to allow for the reduction in required building setbacks, zoned AR-1 located at 132 Fourth Street **Map# 296A Parcel# 45**, in the **First District**

5. [2023-644 Public Hearing] *Chelsie Fernald*

The Planning Board recommends approving an application by **Denny Chapman** requests a **variance** from ordinance Section 5.1.4, to allow for a reduction in required building setbacks, **zoned AR-1** located at 641 Half Moon Road. **Map# 459E Parcel# 4**, in the **Fourth District**

6. [2023-645 Second Reading]

Consideration to approve the Second Reading of an application by **Denny Chapman** requests a **variance** from ordinance Section 5.1.4, to allow for a reduction in required building setbacks, **zoned AR-1** located at 641 Half Moon Road. **Map# 459E Parcel# 4**, in the **Fourth District**

7. [2023-646 Public Hearing] *Chelsie Fernald*

The Planning Board recommends approving an application by **Doug Bean Signs, Inc.** as Agent for **Faith Bible Baptist** requests a **variance** from ordinance Section 3.38.10, to allow for the placement of a monument sign, **zoned AR-2** located at 6781 GA-17 South, **Map# 354 Parcel# 41**, in the **First District**

8. [2023-647 Second Reading]

Consideration to approve the Seconding Reading of an application by **Doug Bean Signs, Inc.** as Agent for **Faith Bible Baptist** requests a **variance** from ordinance Section 3.38.10, to allow for the placement of a monument sign, **zoned AR-2** located at 6781 GA-17 South, **Map# 354 Parcel# 41**, in the **First District**

9. [2023-648 Public Hearing]

The Planning Board recommends approving an application by **Allen & Carrie Newkirk** to **rezone** 9.07 acres located at 399 Hodgeville Road **from R-1 to B-3** to allow for outdoor, screened storage. **Map# 415 Parcel# 20**, in the **Second District**

10. [2023-649 Second Reading]

Consideration to approve the Second Reading of an application by **Allen & Carrie Newkirk** to **rezone** 9.07 acres located at 399 Hodgeville Road **from R-1 to B-3** to allow for outdoor, screened storage. **Map# 415 Parcel# 20**, in the **Second District**

11. [2023-650 Public Hearing] *Chelsie Fernald*

The Planning Board recommends denying an application by **Veronica Navarro** as Agent for **Maria Moreno Salgado & Jose Martinez Olvera** to **rezone** 5.00 acres located at 295 Long Pond Road **from R-1 to AR-1** to allow for horses on the property. **Map# 462 Parcel# 30**, in the **Fifth District**

12. [2023-651 Second Reading]

Consideration to approve the Second Reading of an application by **Veronica Navarro** as Agent for **Maria Moreno Salgado & Jose Martinez Olvera** to **rezone** 5.00 acres located

at 295 Long Pond Road **from R-1 to AR-1** to allow for horses on the property. **Map# 462 Parcel# 30**, in the **Fifth District**

13. [2023-652 Public Hearing]

The Planning Board recommends denying an application by **Jerome S. Konter** to **rezone** 18.67 acres located on Hodgeville Road **from PD (commercial) to PD (residential)** to allow for multifamily residential development. **Map# 416 Parcel# 20D**, in the **Second District**

14. [2023-653 Second Reading]

Consideration to approve the Second Reading of an application by **Jerome S. Konter** to **rezone** 18.67 acres located on Hodgeville Road **from PD (commercial) to PD (residential)** to allow for multifamily residential development. **Map# 416 Parcel# 20D**, in the **Second District**

15. [2023-654 Public Hearing] *Chelsie Fernald*

The Planning Board recommends approving an application by **Warren Kennedy**, for a **Sketch Plan** located at 195 Elm Street for "80 Storage Lot" **zoned B-3 Map# 302 Parcels# 167** in the **First District**

16. [2023-655 Public Hearing] *Chelsie Fernald*

The Planning Board recommends approving an application by **Ray Demott** as Agent for **Quail Preserve, LLC**, for a **Sketch Plan** located on US Highway 80 for "Faulkville Flex" **zoned B-3 Map# 329 Parcels# 41E01** in the **First District**

17. [2023-656 Public Hearing] *Chelsie Fernald*

The Planning Board recommends approving an application by **David Marrow** as Agent for **Linhos Chemical, Inc.**, for a **Sketch Plan** located on Goshen Road for "Waterford Apartments" **zoned R-3 Map# 465 Parcels# 23** in the **Second District**

18. [2023-657 Public Hearing] *Chelsie Fernald*

Staff recommends approving an application by **Leon Hood** for a **conditional use** located at 258 Shirley Drive for a family cemetery **Map# 370C Parcel# 2B**, in the **Fourth District**

19. [2023-658 Second Reading]

Consideration to approve the Second Reading of an application by **Leon Hood** for a **conditional use** located at 258 Shirley Drive for a family cemetery **Map# 370C Parcel# 2B**, in the **Fourth District**

XVII. Adjournment

AWARD PRESENTATION

To Elizabeth Hales for 31 years of service with EMS.



BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

804 South Laurel Street Springfield, GA 31329 | phone: (912) 754-2123 | fax: (912) 754-4157

Website: www.effinghamcounty.org

Meeting Appearance/Presentation Procedures

(For completion by persons desiring to appear before the Board of Commissioners at a meeting)

PLEASE TYPE OR PRINT

DATE: 11/27/23

NAME: Judge Melissa - M. Calhoun

ORGANIZATION: (if applicable) Juvenile Court - Effingham Co.

(REPRESENTATIVE NAME)

PHONE NUMBER: _____

EMAIL: melissa@mccfamilylaw.com

SUBJECT OF MATTERS YOU WISH TO DISCUSS:

Status of Juvenile Court - Need for services / programs.

WHICH MEETING WOULD YOU LIKE TO ATTEND?

12/5/23

Is there material you wish to provide related to your topic of discussion? ☒ Yes ☐ No

(Previously provided.)

If yes, you may email the documents to effinghamclerk@effinghamcounty.org or fax and/or hand deliver the details to the County Clerk's office at the address noted above.

Effingham County encourages community participation in the governmental process. Accordingly, the County would ask that all requests be in writing and that the request be made a week prior to the Commission meeting. Included with this written request should be any written information and/or documents that are supportive of the specific request. Public comments are limited to 10 minutes with a maximum of 15 minutes on topics where several persons of the same group or organization would like to speak.

Depending on the magnitude of the request, the Board and/or Staff may delay placing the item on the agenda until such a time as proper research can be completed to support the board's consideration of the request.

The Board of Commissioners of Effingham County meets the 1st and 3rd Tuesday of each month at 5:00 p.m. (dates are subject to change) Please inquire as to the date and time of the proposed meeting.

I certify I have read this form and understand the procedure and this information can be used for the purpose of processing my request:

Signature: 

Date: 11/27/23

Please return this form to the address below or by email:

Effingham County Board of Commissioners

Attn: County Clerk's Office

804 South Laurel Street

Springfield, GA 31329

Email: effinghamclerk@effinghamcounty.org

For Questions: (912)754-2123

BELOW FOR INTERNAL USE ONLY:

RECEIVED

APPEARANCE DATE

Staff Report

Subject: Renewal of the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

Author: Alison Bruton, Purchasing Agent

Department: Solid Waste

Meeting Date: December 5, 2023

Item Description: Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

Summary Recommendation: Staff recommends renewal for the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.

Executive Summary/Background:

- Effingham County currently has an agreement in place with Atlantic Waste Services, Inc. for Solid Waste Collection and Recycling Services. The initial term of this agreement was February 20, 2018 through June 30, 2021.
- An Amendment was approved in September of 2021 which extends the term of the agreement through December 31, 2025, with automatic extensions for up to two (2) additional four (4) year terms unless either party gives notice of intent to terminate.
- These agreements have been previously reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval to renew the Solid Waste Collection and Recycling Services Agreement with Atlantic Waste Services, Inc.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, County Manager, Finance

Funding Source: Sanitation Fund

Attachments:

1. Atlantic Waste Services, Inc. Agreement and Amendments

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

**SOLID WASTE COLLECTION
AND RECYCLING SERVICE AGREEMENT**

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

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

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

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

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

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

TERM OF CONTRACT

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

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

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

DEFINITIONS.

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

Board means the Effingham County Board of Commissioners.

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

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

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

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

County means Effingham County, Georgia.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Refuse means all residential solid waste.

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

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

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

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

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

Residential recovered materials storage container means a container that will allow collection of residential recovered materials meeting specifications established by the county.

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

Residential service fee means the fee assessed on each residential service unit for collection, transportation, processing and/or disposal of residential solid waste and residential recovered materials for the administration of the county's solid waste program.

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

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

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

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

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

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

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

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

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

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

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

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

White goods and furniture means household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators

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and freezers, which have had the doors removed and furniture, mattresses, and waste material other than dead animals, commercial refuse, or hazardous waste, which weight exceeds fifty (50) pounds and/or volumes greater than thirty-five (35) gallons. White goods are and only required to be accepted at the Convenience Center

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

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

COLLECTION OF RESIDENTIAL SOLID WASTE

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

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

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

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

YARD WASTE

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

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

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

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COLLECTION OF RECYCLABLES

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

The Contractor shall collect, but not limit collection to, the following recyclable materials:

- Plastic containers coded 1-5
- Tin cans
- Aluminum
- Paper products: newspapers, junk mail, magazines, etc.
- Cardboard
- Glass

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

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

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

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

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

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

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

NEIGHBORHOOD CLEANUP PROJECTS

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

For each community clean-up event, the Contractor will deliver at least two (2) thirty (30) yard roll off containers to a pre-designated site on the Friday before the weekend cleanup and will collect the containers the

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following Monday. Contractor will monitor the containers during the weekend cleanup event and will swap out containers as needed, with a maximum being 3 swap outs per container per event or 6 total per event.

COUNTY FACILITIES WASTE AND RECYCLABLES COLLECTION

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

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

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

Location of County Sites is as follows:

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

CONVENIENCE CENTER

Contractor will operate the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312, from Wednesday to Saturday 8:00 a.m. until 5:30 p.m.

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Contractor will operate Toledo Scales ("scales") and direct loads of solid waste at the Convenience Center located at 2750 Courthouse Road, Guyton, GA 31312.

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

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

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

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

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

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

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

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

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

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

SERVICE DAYS AND HOURS

Regular Schedule.

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

Holiday Schedule.

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. Contractor will advertise a minimum of three (3) times,

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on a social media platform, the county website, the company website and local newspaper, schedule changes for holidays at least 10 (ten) days before any observed holidays. The following is a list of holidays:

New Year's Day
Thanksgiving Day
Christmas Day

Changed Schedule.

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

Emergency Schedule.

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

COLLECTION SERVICE EXCEPTIONS

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

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

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

ROUTING

No later than 45 (forty-five) days prior to the Contract service commencement date, Contractor shall provide the County with route maps (hard copy and GIS files) and sheets for each collection route, including the following information:

- Beginning and ending points for each route, with route marked on a map;
- Aggregate number of customers on each route, type and capacity of collection vehicle, assigned number of workers for each route, and worker's shift hours;
- Date and approximate time (morning or afternoon) of pickups; addresses of each customer's premise.
- The VIN, tag and unit number of the vehicle assigned to each route.

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

Route changes with County Consent

- Contractor shall submit to the County, in writing, any proposed change in collection route maps not less than 60 (sixty) days prior to Contractor's proposed date of the change.

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- Upon County comments and mutual agreement, Contractor shall implement changes following 10 (ten) business days' notice, sent by Contractor, to affected customers so that no customer is left without collection for more than 6 (six) days.

Route Audits

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

ACCESS

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

INACCESSIBLE PREMISES

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

COLLECTION EQUIPMENT

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

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

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

Vehicles are to have litter control devices.

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

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

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

Vehicles are not to be left standing on streets, and alleys unattended, except as made necessary by loading operations.

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Contractor will promptly repair any damage or injury to any County property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the County property, road, right of way, bridge, or highway to a condition at least equal to that, which existed immediately prior to infliction of damage.

No advertising will be permitted on vehicles.

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

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

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

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

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

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

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

RECEPTACLE SPECIFICATIONS

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

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

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

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

Repair or Replacement of lost or damaged Receptacle(s).

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

New Residential Units

If the Contractor fails to deliver new curbside carts in a timely manner for new customers, the County will assess performance failure deductions in the amount of \$100.00 per occurrence. Timely shall mean that the

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carts are to be delivered not later than five (5) business days from the time the County places the order with the Contractor.

Contractor Removal of Refuse Receptacles

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

SPECIAL RECEPTABLE ROLL OUT SERVICE

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

a. *Without surcharge.* Contractor shall provide roll-out service without surcharge to the following individuals:

- Elderly or medically certified handicapped individuals, provided no other able-bodied person resides in the household and provided that the roll out service has been determined to be a medical necessity by a licensed physician and approved by the County.
- Residential customers who may not meet the criteria in preceding item, but who demonstrate to the County similar physical hardship.

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

MISSED COLLECTIONS AND COMPLAINT HANDLING

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

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

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

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

- 17.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint
- 17.3.2 Action taken to satisfy request or resolve complaint
- 17.3.3 Date of communication with Service Unit
- 17.3.4 Date and time of action taken

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17.4 Contractor shall configure the computerized customer database that stores the service request and complaint records so that those records can be provided to the County on short notice upon request.

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

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

QUALITY OF PERFORMANCE OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

18.2.9 Failure for Contractor's employee(s) to wear a uniform and reflective safety clothing while performing under the Contract - per occurrence: \$100.

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18.2.10 Failure of Contractor to comply with any State or local littering laws - per occurrence: \$100 in addition to any applicable fines levied.

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

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

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

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

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

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

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

INADVERTENT COLLECTION AND DELIVERY OF UNPERMITTED WASTE

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

COLLECTION PERSONNEL

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

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

Collection personnel will:

Perform in a safe, proper and effective manner, abiding by all applicable regulations.

Wear a uniform bearing the company's name/logo and maintain a neat and professional appearance.

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WILL NOT accept gratuities for any reason whatsoever from residents, tenants or other persons.

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

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

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

MEETINGS AND AUDITS

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

RESIDENT REQUIREMENTS FOR CART/YARD WASTE PLACEMENT

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

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

HOUSE COUNT

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

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

USE OF SUBCONTRACTORS

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

PAYMENT TO COMPANY

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

COMPLIANCE WITH LAWS

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

ANTI-DISCRIMINATION

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

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

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

LICENSES AND TAXES

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

INDEMNIFICATION AND HOLD HARMLESS

The residential service provider agrees to indemnify, defend and save harmless the County, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the residential service provider, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the county of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for

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which indemnification may be sought hereunder, the county shall give written notice thereof (the "claims notice") to the residential service provider; provided, however, that a failure to give such notice shall not prejudice the county's right to indemnification hereunder except to the extent that the residential service provider is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the county when such information is available. The residential service provider may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the residential service provider elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the county of its intent to do so, and the county shall cooperate, at the expense of the residential service provider, in the compromise of, or defense against, such asserted claim. If the residential service provider elects not to compromise or defend the asserted claim, fails to notify the county of its election as herein provided or contests its obligation to provide indemnification under this agreement, the county may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the residential service provider. Notwithstanding the foregoing, neither the residential service provider nor the county shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the county and the residential service provider may participate, at their own expense, in the defense of such asserted claim. If the residential service provider chooses to defend any asserted claim, the county shall make available to the residential service provider any books, records or other documents within its control that are necessary or appropriate for such defense.

IMMUNITY

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

INSURANCE

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

- a. Statutory workers' compensation insurance.
 1. Employer's liability for bodily injury by accident: \$500,000.00 each accident;
 2. Employer's liability for bodily injury by disease: \$500,000.00 policy limit \$500,000.00 each employee.
- b. Commercial general liability insurance.
 1. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
 2. \$1,000,000.00 limit of liability per occurrence for personal injury;
 3. Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury; and
 4. Additional insured endorsement which includes ongoing operations and completed operations.
- c. Auto liability insurance.
 1. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
 2. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed collection vehicles; and

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

3. Coverage for cleanup of pollutants due to an accident, including pollution liability broadened form endorsement.

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

- d. Excess liability insurance—Minimum \$5,000,000.00 limit of liability.
 1. The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions;
 2. The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms; and
 3. The excess liability policy must have concurrent effective dates with the primary coverage parts.
- e. The cancellation provision must provide 90 days' notice of cancellation.
- f. Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' compensation funds may be acceptable by the approval of the county. European markets, including those based in London and domestic surplus line markets that operate on a non-admitted basis, are exempt from the requirement provided that the service provider's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
- g. The state department of insurance must license the insurance company to do business, unless an exception is authorized by the county.
- h. Certificates of insurance, and any subsequent renewals, must reference solid waste collection and disposal service and must be provided to the County.
- i. The service provider shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements.
- j. The service provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. The service provider agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the service provider at the service provider's expense.
- k. No service provider or subcontractor shall commence any work of any kind until all insurance requirements contained in this contract have been complied with and until evidence of such compliance satisfactory to the county as to form and content has been filed with the county. The accord certificate of insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- l. Compliance by the service provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the service provider and all subcontractors of their liability provisions of the contract.
- m. The service provider and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this contract.
- n. The service provider shall at a minimum apply risk management practices accepted by the service provider's industry.

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

- o. The service provider shall agree to waive all rights of subrogation against the county, the county board of commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the service provider.

PERFORMANCE BOND

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

SERVICE CHARGE TO CONTRACTOR.

The County shall pay to the Contractor the sum of :

RESIDENTIAL

<u>\$11.00</u>	per month per residential unit for once weekly garbage & in cart yard waste collection
<u>\$ 4.00</u>	per month for bi-weekly recycling collection
<u>\$ 8.50</u>	per month for each additional garbage cart per residence
<u>\$4.00</u>	per month for each additional recycling cart per residence

COUNTY BUILDINGS

<u>\$125.00</u>	per month fee per 10yd front load receptacle - once a week pick up
<u>\$100.00</u>	per month fee per 8yd front load receptacle - once a week pick up
<u>\$60.00</u>	per month fee per 2yd front load receptacle - once a week pick up
<u>\$165.00</u>	per on call collection pull fee per 20yd rolloff
<u>\$165.00</u>	per on call collection pull fee per 30yd rolloff
<u>\$41.44</u>	per ton disposal fee

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CONVENIENCE CENTER\$40,000.00 Annual operating fee**ADDITIONAL FEES**No Charge Special projects\$16.66 Per month per residential unit per Roll-Out / Back Door Pick-up on top of normal waste pickup cost for those that don't qualify for special circumstance and medical hardship.

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

MODIFICATION OF RATES

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

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

TERMINATION

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

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

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set

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

forth in this Agreement. Transition services may include but shall not be limited to the following:

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

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

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

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

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

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

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

RIGHT TO REQUIRE PERFORMANCE

The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any

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

breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

TRANSFER AND ASSIGNMENT

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

ADMINISTRATION

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

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

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

NO AGENCY CREATED

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

CONTRACT DOCUMENTS

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

CONTRACT AMENDMENTS

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

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

SEVERABILITY

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

GOVERNNING LAW

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

INDEPENDENCE OF PARTIES TO AGREEMENT

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

CHANGE OF LAW

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

BINDING EFFECT

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

TIME IS OF THE ESSENCE

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

COMPLIANCE WITH LAWS

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

COUNTERPARTS

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

RECITALS

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

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

HEADINGS

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

CONSTRUCTION AND MODIFICATION

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

INTENTIONALLY LEFT BLANK

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

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: _____

Wesley M. Corbitt
Wesley Corbitt
Chairman

ATTEST: _____

S. Johnson
Stephanie Johnson
Effingham County Clerk

Date: _____

11/07/2017

FOR THE CONTRACTOR

BY: _____

T. B. White

Title: _____

Vice President

Attest: _____

Stearns

Date: _____

11-10-17

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

DRUG FREE WORKPLACE CERTIFICATION

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

1. A drug-free workplace will be provided for the employees during the performance of the contract;
and;
2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

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

B. B. Welch
CONTRACTOR

11-10-17
DATE



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November, 2017

Ashley L Bashlor
Notary Public

My Commission Expires: 08/17, 2021



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

ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), Ben B Wall, Jr VP, Atlantic Waste Services, Inc.
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to perform on the Effingham County Contract

titled 17-001 – Solid Waste Collection and Recycling Services hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of the contract;
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company has been awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.


SIGNATURE

11-10-17

DATE:



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

DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

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

I, Ben B. Wall, Jr., as V.P.
Name of individual Title & Authority

of Atlantic Waste Services, Inc., declare under oath that the above statements, including
Company Name

any supplemental responses attached hereto, are true.


 Signature

State of: Georgia County of: Chatham

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

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


 Notary Public

My Commission Expires: 08/17, 20 21



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

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

B. B. Wall, Jr.
BY: Authorized Officer or Agent
(Contractor Name)

11-10-17
Date

Vice President
Title of Authorized Officer or Agent of Contractor

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

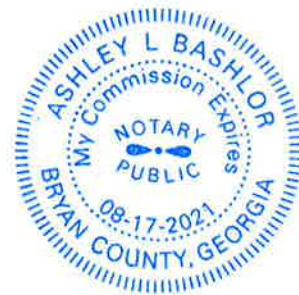
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November 20 17

Ashley L Bashlor
Notary Public

My Commission Expires: - 08/17, 20 21

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



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

SUBCONTRACTOR AFFIDAVIT

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

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

9-10-10
Date of E-Verify Authorization

125 B Pine Meadow Dr
Pooker, GA 31322
Address

Ben B Wall, Jr
BY: Authorized Officer or Agent
(Subcontractor Name)

11-10-17
Date

Vice President
Title of Authorized Officer or Agent of Subcontractor
Ben B Wall, Jr
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

10 DAY OF November 2017
Ashley L Bashlor
Notary Public

My Commission Expires: 08/17, 2021



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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY)
10/01

Item X. 1.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Svc CL Savannah 7 E Congress Street, Suite 1002 Savannah, GA 31401		CONTACT NAME: Jacquelyn Tucker PHONE (A/C, No, Ext): 912 436-0720 FAX (A/C, No): E-MAIL ADDRESS: jacquelyn.tucker@usi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Great American Assurance Company	
		INSURER B : Rockhill Insurance Company	
		INSURER C : Hamilton Specialty Insurance Company	
		INSURER D : Great American Insurance Company of NY	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GLP376325902	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		CAP376325802	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB	X		FF01561802	10/01/2017	10/01/2018	EACH OCCURRENCE \$5,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	X	X	AHSFF11049001	10/01/2017	10/01/2018	AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC376326002	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CERTIFICATE HOLDER

CANCELLATION

Effingham County
601 North Laurel St.
Springfield, GA 31329

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B. M. Cant

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AMENDMENT NO. 1

TO

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

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

RECITALS

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

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

AGREEMENT

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

1. Additional Service and fees. Effective May 6, 2018, Contractor agrees to assume responsibility for the collection of non-hazardous wastes (specifically Waste Water Treatment Plant Sludge) from the Waste Water Treatment Plant located at 805 Lowground Way, Guyton, GA 31312 and the disposal of this waste to the Superior Landfill. Contractor will provide a monthly invoice to County directly, in arrears of the services provided. Hauls will be invoiced at a rate of **\$180 per haul** and an additional **\$44 per ton** for disposal of the waste water sludge.
2. Continuing Effect. Except as expressly amended and modified by the terms of this Amendment, all terms and provisions of the Agreement shall remain in full force and effect between the parties during the term of the Agreement. If there is any conflict between this Amendment or the Agreement, this Amendment shall govern.
3. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.
4. Amendments and Modifications. The parties agree that any future amendments or modifications to this Amendment shall be in writing and executed by both parties.
5. Execution of Counterparts. This Amendment may be executed in any number of counterparts each of which shall be deemed an original.

6. Authority. Each of the parties represents that the person signing this Amendment on behalf of the party has been authorized to do so by specific action of that party in accordance with applicable law and procedures.

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY:

Wesley B. Corbitt
Wesley Corbitt
Chairman

ATTEST:

A. Johnson
Stephanie Johnson
Effingham County Clerk

Date:

05/01/2018

FOR THE CONTRACTOR

BY:

B. B. Wolf

Title:

President

Attest:

G. K. [Signature]

Date:

5/1/2018

SECOND AMENDMENT TO
THE SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT
BETWEEN
BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA
AND
ATLANTIC WASTE SERVICES, INC.

THIS FIRST AMENDMENT, made this 7th day of September, 2021, to the Agreement dated November 7th, 2017 by and between the Board of Commissioners of Effingham County, Georgia (the "County") and Atlantic Waste Services, INC. (the "Contractor").

Whereas, the County and The Contractor desire to extend the contract period.

Whereas, the County and The Contractor desire to document the rate changes for the Convenience Center.

Now, Therefore, the County and the Contractor agree as follows;

Section 1. TERM OF CONTRACT. This section of the Agreement shall be amended to replace the existing language with the following:

The initial term of the Agreement shall extend through December 31, 2025. The term of this Agreement shall automatically extend for up to two (2) additional four (4) year terms thereafter unless either party gives the other party at least ninety (90) days' notice in writing via certified mail of its intention to terminate the agreement. Notwithstanding anything herein to the contrary, The County may reject and terminate the Agreement during the term hereof in accordance with O.C.G.A. §36-60-13, (a) by a majority vote of the Board of Commissioners to terminate the Contract in a duly noticed meeting of the Commissioners.

Section 2. CONVENIENCE CENTER.

Contractor may charge a fee of \$.09 cent per pound or \$180.00 per ton to the citizens using the center as listed in the Effingham County Schedule of Fees.

Contractor shall receive scrap tires at the facility. The tires shall be stored and disposed of in accordance with the Georgia Department of Natural Resources Environmental Protection

Divisions Rules for Solid Waste Management Chapter 391-3-4, as amended. The price for tires will be \$.25 cent per pound. The price is for tires with or without a rim.

Contractor will accept up to 200 tons of nonperishable and non-hazardous waste on an annual basis from the County and/or City Public Works. This disposal will be at no additional cost to the county.

The Parties agree the rates adjustments reflect reasonable cost increases to Contractor's cost to provide high quality service to the County and its residents.

Section 3. MODIFICATION OF THE CONTRACT. Except expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no other amendment of the terms of the Agreement is intended hereby and all terms and conditions of the Agreement shall remain in full force and effect.

Section 4. ENTIRTY. This Amendment is hereby incorporated in the Agreement and together therewith contain the entire Agreement between the parties as to matters contained therein. Any oral representations and modifications concerning this Agreement shall be of no force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 7th day of September, 2021

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: Wesley M. Corbitt
NAME: Wesley M. Corbitt
TITLE: Chairman

ATTEST:

BY: S. Johnson
NAME: Stephanie Johnson
TITLE: County Clerk

ATLANTIC WASTE SERVICES, INC.

BY: B. B. Wall Jr.
NAME: Bep B. Wall Jr.
TITLE: President

ATTEST:

BY: Misty M. Cooler
NAME: Misty Cooler
TITLE: Sales Coordinator



Staff Report

Subject: Renewal of Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court

Author: Alison Bruton, Purchasing Agent

Department: Probate Court

Meeting Date: December 5, 2023

Item Description: Renewal of Agreement with i3 Verticals, LLC (dba CJT Software)

Summary Recommendation: Staff recommends renewal of Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court

Executive Summary/Background:

- Effingham County Probate Court is in need of an updated software program for their department. Some of the included items are:
 - Case Management
 - Online Marriage and Firearm Applications
 - Caseload Reporting
 - Automatic State mandated updates
 - Data backup and more
- The Effingham County Law Library will pay the initial start-up fee of \$25,000.00 and Probate Court will be responsible for the \$450.00 monthly fee from their operating budget.
- The initial term of this agreement is for three (3) years and will renew for successive terms of one (1) year unless either party provides written notice with intent not to renew as specified in the agreement.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Renewal of Agreement with i3 Verticals, LLC (dba CJT Software) for a new software program for Effingham County Probate Court
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Probate, Finance

Funding Source: Probate Operating Budget

Attachments:

1. Agreement with i3 Verticals, LLC (dba CJT Software)

CJT Software License for Application and Support Agreement

This License is for Web-Based Application and Support Agreement (this "Agreement") is entered into as of the 13th day of December 2021 (the "Effective Date") between Effingham County Probate Court 700 North Pine St Suite 146 Springfield, GA 31329 ("Customer") and i3 Verticals, LLC (dba CJT Software) a Delaware limited liability company having its principal offices at 115 Academy St Suite 200 Canton GA 30114 ("CJT"). Mailing Address P.O. Box 5298, Canton, GA 30114.

1. DEFINITIONS

In addition to capitalized terms later defined herein, the following capitalized terms shall have the following meanings:

- (a) "Customer" means the court or other entity which has accepted this Agreement and licensed the Application.
- (b) "Deliverables" means the Products and the Services (as those terms are defined below).
- (c) "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the Application, as supplied by CJT to Customer, including any modifications and derivative works thereof.
- (d) "Error" means a substantial reproducible failure of the Application to conform to the specifications set forth in the applicable end user Documentation.
- (e) "Error Correction" means either a modification or addition to, or deletion from the Application that, when made to such Application, establishes substantial conformity of such Application to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the Application, eliminates the practical adverse effect of such Error on Customer and is indicated by a change in the third digit of a version number, e.g. from 5.0.1 to 5.0.2.
- (f) "Attachment" means an attachment to this Agreement signed by both parties and incorporated herein by this reference.
- (g) "Major Release" means a revision to the Application that is not separately marketed by CJT as indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0.
- (h) "Minor Release" means a revision to the Application which is not separately marketed by CJT as indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0.
- (i) "Products" means the Application, Documentation and any hardware purchased by Customer from CJT (the "Hardware").
- (j) "Release" means either a Major Release or a Minor Release.
- (k) "Services" means the Support Services, Training Services, Integration Services, Additional Services (if any are ordered by Customer), and any other services provided by CJT to Customer pursuant to this Agreement or an Attachment.
- (l) "Application" means access to the CJT program with which this license is distributed as set forth on an Attachment.
- (m) "Users" means Customer's employees who are permitted to use the Application as described in Section 2 below and as may be limited by an Attachment.

2. LICENSE OF APPLICATION

- 2.1. Subject to the terms and conditions of this Agreement, including, without limitation, the payment of any "License and Maintenance Fees" (as defined in Section 8) and any additional restrictions set forth on the applicable Attachment for the Application, CJT hereby grants to Customer a non-exclusive, non-transferable license during the "Initial Term" and any "Renewal Terms" (each defined in Section 11 below):

- (a) to use, and allow Users to use, the Application in executable code form only, with the number of copies designated on the Attachment, for Customer's internal, in-house purposes only to access and process Customer's data, which will be stored on CJT's cloud server;
- (b) to use the Documentation as reasonably necessary for Customer's internal use related to the Application license granted under subsection (a) above.

- 2.2 Customer is responsible for all use of Customer's account and maintaining the confidentiality of all usernames, passwords and related information. Customer hereby covenants that Customer will not permit the sharing of usernames, passwords and account numbers and related information by Customer's employees, agents, independent contractors, officers, managers, directors or other affiliated entities; provided, however, if a User leaves Customer's employ or transfers to an unrelated position in Customer's employ, Customer may designate a replacement User without charge. When selecting usernames, Customer shall select unique usernames and such usernames shall not be obscene, defamatory, harassing, offensive or malicious.
- 2.3. Customer agrees that any additional Application or services purchased by Customer that are not accompanied by a corresponding agreement at the time of purchase or access will be covered under the terms of this Agreement.

3. RESERVATION OF RIGHTS

CJT reserves all rights not expressly granted herein. Customer and Users may use the Application and Documentation only to access and process Customer's own data and may not: (i) use, or permit any third party to use, the Application or Documentation for time-sharing, rental, or service bureau purposes; (ii) copy, modify, sublicense, distribute, transfer, transmit or translate the Application or Documentation; or (iii) reverse engineer, decompile, disassemble or obtain possession of any source code or other technical material relating to the Application except only and to the extent otherwise permitted by applicable law. Customer shall not remove any proprietary notices on the Application and Documentation and shall affix all proprietary notices affixed to the original Application and Documentation delivered to Customer to all copies of the Application and Documentation permitted to be made hereunder. Customer shall take reasonable efforts to ensure that the Users adhere to the terms of this Agreement, including without limitation the terms of Sections 2, 3 and 12 hereof. Customer agrees to be responsible for any of Customer's employee's breach of the terms hereof.

4. INTEGRATION SERVICES

If purchased by Customer and as set forth on an Attachment, CJT will provide a link to the Application to Customer and integrate and configure such Application at Customer's location(s) ("Integration Services"). If Customer purchases Hardware from CJT, Integration Services may include installation of the Hardware, if set forth on the applicable Attachment. The date that CJT completes the foregoing Integration is referred to as the "Integration Date." All other quoted Integration dates, including dates related to terms such as "Integration," "completion of training" and "live," if any, are estimates only and shall not constitute obligations of CJT.

5. TRAINING SERVICES

If Customer has paid training fees associated with the Application as set forth on Attachment A ("Training Fees"), CJT shall provide the Training Services, for the number of days and designated Users, as set forth on the Attachment. Customer shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by Customer's Users attending such Training Services.

6. SUPPORT SERVICES

During the term of the Agreement, and subject to the terms and conditions hereof, CJT agrees to provide to Customer the following support services with respect to the Application (collectively, the "Support Services"):

- 6.1. CJT shall provide Customer technical assistance by telephone or on-line with the Integration and use of the Application, the identification of Application problems and the reporting of Errors. CJT will respond to phone calls from Support Contacts pursuant to the terms of Exhibit B attached hereto and made a part hereof by this reference. Customer shall designate no more than two (2) technical contacts to request and receive telephone or on-line support services from CJT as set forth below ("Support Contacts").
- 6.2. CJT will use commercially reasonable efforts to correct all Errors. Upon delivery of an Error Correction, such Error Correction shall be considered to be a part of the Application.
- 6.3. CJT shall make available to Customer from time to time each Minor and Major Release of the Application that CJT makes generally available without additional charge to its customers. It is anticipated that Minor Releases will be done specifically for Error Corrections, with Major Releases to be done quarterly.
- 6.4. CJT shall not be responsible for: (a) correcting Errors resulting from misuse, negligence, revision, modification, or improper use by Customer or any other person or entity of the Application or any portion thereof; (b) Application or hardware other than the Application (or Hardware, to the extent Customer has purchased maintenance services for the Hardware specified in an Attachment); (c) failure by Customer to install mandatory Error Corrections or Releases provided to Customer by CJT from time to time; (d) Application (i) installed on any equipment other than that possessing the minimum requirements set forth in the Documentation or (ii) used with any Application not specified in the applicable end user Documentation. In the event CJT provides support for support claims by Customer arising from the foregoing, such services shall be billed to Customer as Additional Services (defined below). In no event shall CJT be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this Application or with the delay or inability to use it (or any linked sites), or for any information, Application, products and services obtained through this Application, or otherwise arising out of the use of this Application, the Internet generally, the failure of Customer to properly network its computer systems. Access blockages caused by Customer's own firewalls. or on any other basis (whether based on contract, tort, strict liability or otherwise).

7. ADDITIONAL SERVICES

Customer may request and CJT may provide, subject to CJT's agreement, the availability of CJT personnel and both parties' execution of an Attachment, additional services related to the Application and Hardware that are not previously identified on an Attachment (the "Additional Services"). The Additional Services shall be charged to Customer at CJT's then current time and materials charges, together with the cost of any additional or replacement hardware or other components provided in connection with such Additional Services. All on-site support services provided by CJT are billed as Additional Services.

8. FEES, EXPENSES, AND PAYMENT

- 8.1. Customer shall pay to CJT the fees for the Application and Support Services ("License and Maintenance Fees") in the amounts and in accordance with the Attachments. The initial month's License and Maintenance Fees are payable beginning the 15th of the month following the Integration Date. The Integration fee, if applicable, is due and payable upon the Integration Date. Amounts due for each Renewal Term shall be invoiced and paid as set forth in Section 11. Should Customer add any additional Products or Services, Customer shall pay the amount set forth on the relevant Attachment.

- 8.2 Customer shall pay CJT the Training Fees (if Customer has purchased Training Services) and Integration Services in accordance with the invoices presented to Customer pursuant to an Attachment.
- 8.3 Customer shall reimburse CJT for all costs and expenses, including without limitation, reasonable travel expenses (including transportation and lodging) ("Expenses") incurred in rendering on-site Services to Customer for any issues that are not the responsibility of CJT as set forth in the Agreement.
- 8.4 Customer agrees to pay all fees as set forth in an applicable Attachment presented to Customer for the Deliverables (the "Fees") and all Expenses. All such Fees and Expenses shall be paid within thirty (30) days after the date of any invoice issued pursuant to an Attachment.
- 8.5 All Fees and Expenses payable to CJT under this Agreement are net amounts to be received by CJT, exclusive of all sales taxes, value added taxes, assessments, and similar taxes and duties (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by Customer or otherwise due as a result of this Agreement. Customer shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on CJT's income.
- 8.7 During the term of this Agreement, Customer grants CJT the right to enter Customer's premises during business hours for the sole purpose of examining Customer's records and other information relating to Customer's use of the Application. If this examination reveals that Customer have improperly used the Application, such conduct shall be considered a material breach of this Agreement and CJT may choose to either terminate this Agreement or invoice Customer for such unauthorized use based upon CJT's standard fees in effect at the time the examination is completed.

9. CUSTOMER'S OBLIGATIONS

- 9.1 Customer shall not load or operate any computer software on the computer that runs the Application if such software would conflict or interfere with the use or performance of the Application.
- 9.2 Customer shall be solely responsible for: (a) procuring all computer hardware, peripherals, device drivers, third party operating systems, and other third party Application which may be required to operate the Application, other than the Hardware; (b) the compatibility of Customer's computer hardware, peripherals, device drivers, third party operating systems, and other third party Application with the Application and/or Hardware; (c) providing a safe and suitable location for Integration, use, and operation of the Application in accordance with any instructions that may be reasonably specified by CJT; (d) providing the local area network infrastructure, cabling, and all cabling services in preparation for the Integration of the Application and/or Hardware; (e) providing and maintaining the appropriate environment for operating the Application and maintaining back-up and disaster recovery facilities; and (f) except to the extent provided by CJT as a part of Integration Services, all data entry and loading of Customer's data.
- 9.3 Customer shall ensure that all Support Contacts and any of Customer's employees who are responsible for the operating and managing the Application or any other activities related to Application have received CJT's Training Services. In the event a Support Contact is appointed who is not trained by CJT Training Services, Customer agree to notify CJT in writing promptly thereof and purchase Training Services for such Support Contact.
- 9.4 Customer shall provide to CJT broadband access to the Application such that CJT to complete the Support Services. Customer, at Customer's expense, shall provide the necessary modem or other hardware and shall license and install such remote access Application reasonably specified by CJT for the purposes of providing such broadband access. Upon the reasonable request of CJT, Customer shall provide CJT with access to all locations at which the Application is installed.

10. INDEMNIFICATION

- 10.1 CJT will indemnify, defend and hold harmless, to the extent allowed by Georgia law, Customer from and against any and all losses, costs, expenses (including attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by Customer arising out of claims that the Application infringes a U.S. copyright or trade secret. The right of indemnification set forth in this Section only applies if the alleged infringement or misappropriation is not caused by or contributed to by (i) modifications to Application made by Customer or any other third party; (ii) third party Application, whether or not provided by CJT; (iii) the combination, operation or use of the Application with any software, equipment, data or other materials except those provided by CJT under this Agreement; (iv) use of Application: (A) with equipment other than that possessing the minimum requirements set forth in the Documentation or (B) in any way except in accordance with this Agreement and the Documentation; or (v) Customer's failure to implement CJT-provided updates, fixes or patches to the Application that would otherwise avoid the applicable infringement or misappropriation. In the event of such a claim, CJT will have the option, in CJT's sole discretion, to: (i) replace the Application, (ii) modify the Application to make it non-infringing, or (iii) terminate the license to the Application and refund all license fees paid to CJT by Customer for same after deduction of an appropriate charge for depreciation based on use by Customer prior to such removal, and Customer shall have no other recourse against CJT. **THIS SECTION 10.1 REPRESENTS CJT'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.**
- 10.2 Customer agrees to indemnify and hold CJT harmless, to the extent allowed by law, from and against any and all losses, costs, expenses (including reasonable attorneys' fees and expenses), claims, liabilities, or damages of any kind incurred or suffered by CJT which result from or arise out of any claim or liability arising as a result, in whole or in part, from (i) Customer's or User's violation of Sections 2, 3 or 12 of this Agreement; or (ii) Customer's or User's violation of any rule, regulation, requirement or law of any foreign, federal, state or local governmental authority.
- 10.3 The rights of a party under this Section 10 to be indemnified shall be subject to all of the following: (a) the indemnified party (the "Indemnitee") must notify the indemnifying party (the "Indemnitor") in writing promptly upon learning that such claim has been or may be asserted, (b) the Indemnitor shall have sole control over the defense of such claim and any negotiations for the settlement or compromise thereof, and (c) the Indemnitee shall provide reasonable assistance and cooperation to the Indemnitor to facilitate the settlement or defense of any such claim.

11. TERMS AND TERMINATION

- 11.1 Unless sooner terminated as provided in Section 11.2, (a) the term of this Agreement will commence on the Integration Date and continue in effect for an initial period of 3 years(36) months immediately thereafter ("Initial Term"), and (b) the term of this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew the term of this Agreement. After the Initial Term, CJT may adjust the License and Maintenance Fees for subsequent periods as a condition of the renewal of the term. Any termination of this Agreement shall terminate the entire Agreement, including any Attachments attached to this Agreement.
- 11.2 Termination. This Agreement may be terminated at any time upon the giving of written notice:

(i) By either party in the event the other party breaches any obligations under Section 12 hereof; (ii) By Customer in the event that CJT fails to commence remedying any default under this Agreement for a period continuing more than thirty (30) days after Customer has given CJT written notice specifying such default; or

(iii) By CJT in the event that Customer: (a) defaults of any payment obligations or intentionally breaches Sections 2 or 3 of this Agreement; (b) fails to commence remedying any other default under this Agreement for a period continuing more than thirty (30) days after CJT has given Customer written notice specifying such default; or (c) makes an assignment for the benefit of creditors, or commence or have commenced against Customer any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

- 11.3 Upon termination or expiration of this Agreement for any reason, (a) Customer shall immediately return to CJT all property of CJT or its suppliers, including, but not limited to, the Application and the "Proprietary Information" (as defined in Section 12) of CJT and (b) all rights and licenses granted by CJT hereunder to Customer shall immediately cease. CJT shall deliver Customer's data by __email or ftp_____ within _14_ days of termination.
- 11.4 Upon termination or expiration of this Agreement, Sections 1, 3, 8, and 10-14 of this Agreement shall survive such termination or expiration.

12. CONFIDENTIALITY

- 12.1 In the performance of this Agreement, either party may disclose to the other certain Proprietary Information. For the purposes of this Agreement, "Proprietary Information" means information that is of value to its owner and is treated as confidential. Proprietary Information includes, without limitation, all non-public information pertaining to the Application and the Deliverables.
- 12.2 Both parties acknowledge and agree that the Proprietary Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. The receiving party agrees to hold the Proprietary Information disclosed by the other party in strictest confidence and not to, directly or indirectly, copy, use, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information for any purpose whatsoever other than as expressly provided by this Agreement. The disclosure of the Proprietary Information does not confer upon the receiving party any license, interest, or rights of any kind in or to the Proprietary Information, except as expressly provided under this Agreement. Subject to the terms set forth herein, the receiving party shall not disclose the Proprietary Information to a third party without the written consent of the disclosing party and shall protect the Proprietary Information of the disclosing party with the same degree of protection and care the receiving party uses to protect its own Proprietary Information, but in no event less than reasonable care. Notwithstanding the foregoing, CJT may disclose this Agreement to its investors, proposed investors, and assignees or proposed assignees that are subject to confidentiality restrictions similar to the provisions set forth in this Section.
- 12.3 Nothing in this Section shall prohibit or limit the receiving party's use of information if (i) at the time of disclosure hereunder, such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; (vi) it is Proprietary Information which, five (5) years after the term of this Agreement is not considered a "trade secret" under applicable law; or if such information is required to be disclosed under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

to the extent permitted by Georgia Law. If disclosure is required under applicable law or regulation, the receiving party shall notify the disclosing party and provide assistance in obtaining an appropriate protective order.

13. WARRANTY DISCLAIMER

CJT AND ITS THIRD PARTY SUPPLIERS PROVIDE THE APPLICATION AND THE SERVICES “AS IS.” NEITHER CJT NOR ANY THIRD PARTY SUPPLIERS MAKE ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED IN ALL RESPECTS.

14. LIMITATION OF LIABILITY

- 14.1 IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY CJT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.
- 14.2 IN NO EVENT WILL CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, BE LIABLE TO CUSTOMER OR ANY USERS FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE DELIVERABLES OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT OR THE USE OF THE DELIVERABLES, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF CJT, ITS SUBSIDIARIES, ASSOCIATED COMPANIES, OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.
- 14.3 Without limiting the foregoing, Customer agrees that neither CJT nor any of its officers, directors, agents, or employees shall have any liability for errors or omissions in the output of the Application whether such errors or omissions are caused by errors or inaccuracies in the conversion of data as inputs to the Application, in the transmission of such data, or in the display of such data, or otherwise.
- 14.4 Customer acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the Fees and other charges provided hereunder and are reasonable and appropriate under the circumstances and that CJT cannot control the manner in which and the purpose for which Customer shall use the Application.
- 14.5 Without limiting the materiality of any other term, Customer acknowledges that each provision in this Agreement providing for the protection of CJT's copyrights, Proprietary Information and other proprietary rights is material to this Agreement. Customer agrees that any threatened or actual breach of CJT's copyrights, Proprietary Information or other proprietary rights by Customer shall constitute immediate, irreparable harm to CJT for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring CJT to post any bond or any other security. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.
- 14.6 Customer will strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval.
- 14.7 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS RULES GOVERNING CONFLICTS OF LAW.
This Agreement shall constitute the entire Agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements and/or

understandings between the parties. This Agreement may not be amended, modified, supplemented, or deviated from except by a writing executed by an authorized employee of Customer and CJT. In the event of a conflict between the terms of this Agreement, an Attachment or an invoice, the terms of this Agreement shall control over the Attachment or invoice. Nothing in this Agreement shall be deemed to constitute a partnership between the parties or be deemed to constitute one party as agent of the other. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Neither this Agreement, nor the obligations or rights of Customer, may be transferred or assigned by Customer without the prior written consent of CJT, not to be unreasonably withheld. CJT may assign this Agreement without the Customer's consent. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. A waiver by either party of any breach shall not be construed to be a waiver of any other breach. All communications between the parties which are required or permitted to be in writing shall be sent by hand delivery with receipt obtained, by recognized courier, properly prepaid, or certified mail, return receipt requested, and sent to the CJT at 115 Academy Street, Suite 200, Canton, Georgia 30114 and to Customer at the address at which Customer is invoiced. All such communications shall be deemed received by the other party upon actual delivery or refusal. By written communication, either party may designate a different address for purposes hereof. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party than the other. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The parties may sign this Agreement and deliver the signature pages via facsimile or electronic transmission (with the originals to follow) or otherwise in accordance with this Section 14.7 of this Agreement. The following applies to all acquisitions of the Deliverables by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and if applicable, Exhibit A – D to be executed by their respective representatives as of the dates set forth below:

i3 Verticals, LLC

By: 

Name: Paul Maple

Title: General Counsel & Secretary

Date: 1-10-22

Integration Date: _____

Customer:

By: 

Name: Wesley M. Corbitt

Title: Chairman

Date: 01/04/2022

EXHIBIT A

PRICING INFORMATION:

Additional Products/Services/Options to be provided include:

Case Management to include
Continuous Data Backup
Continuous Training Pre and Post
Automatic State Mandated Updates
Customization of Reports
Automatic Monthly Reporting to Gavers
Online Marriage and Firearm Application
Caseload Reporting
Scanning

Total Upfront Cost \$25,000.00

\$450.00 Monthly Billing to be invoiced after first 30 days of install.

EXHIBIT A CONTINUED

Maintenance fee to be invoiced _____ monthly per Citation or X by a flat monthly rate.

Per Citation Rate: \$ _____

Flat Monthly Rate: \$ 450.00

- Initial Integration and Training Fees, if applicable, are included in Integration Fee of \$0,000.00 (non-refundable) due upon Integration. Standard Initial Integration and Training provided during the week of Integration (2-5 days).
- Additional training sessions maybe scheduled onsite for \$50.00 per hour (minimum of 2 hours).
- Additional Customization, (outside of required updates and or mandated changes necessitated by changes in state law) of documents and or reports is available on a per case basis with cost determined by job size and complexity. Project rate is \$75.00 per hour with a minimum billable rate of 2 hours.
- 10 - 12 customized documents included in installation.

EXHIBIT B CONTINUED

Support Services Contact Information:

Help Desk/Tech. Support: 1-877-262-7405
 Office Direct Dial: 1-770-720-9833
 Support Email: info@cjtsoftware.com

Toll Free Office: 1-800-205-6943
 Fax: 1-770-720-9836
 eBlvd Request for Support

Customer Support Contacts:

Please list the email address and phone number of your designated individual/individuals below:

General Contact Information:

Program Issues/Support Contact:

DDS Transmissions:

Other:

Minimum System Requirements

The following are the minimum system requirements recommended by CJT. The minimum requirements must be met before Integration of your program(s). Failure to met Integration requirements by your scheduled Integration date could result in the delay of Integration and or reduced functionality of the program.

PCM.Net/TCM.Net/MCCM.net/StateCourtManager.com/mymayorscourt.com/onlinewarrant.com

- Windows 7 or better
- 6 GB RAM minimum
- 500 GB hard drive
- Integrated 10/100/1000 Ethernet
- 21 inch monitor
- High Speed Internet Connection minimum of 10 Mbps Down and 2 Mbps Up
- Approved Internet Browser - IE or Google Chrome
- TWAIN Compliant Scanners if utilizing document imaging through CJT Software
- Installation of Designated Remote Access Program of CJT's Choice*

**Currently CJT utilizes eBlvd Support which is included in the cost of all maintenance/support plans. If a different method of remote access is deemed necessary by the customer, the customer shall be responsible for any additional access charges and or any additional Application requirement purchases, whether made by CJT or customer, to allow remote access for CJT support technicians.*

EXHIBIT CSupport Services Response Time:

CJT's required response times and resolution will vary on the severity of the problem faced by the Customer and the time of day in which Customer's problem occurs. CJT's hours of operation are Monday through Friday 8:00 a.m. – 5:00 p.m. except stated holidays. CJT's required response times are as follows:

<u>Priority Code</u>	<u>The client Impact</u>	<u>Initial Contact with Support Contact</u>
Level 1	Business Halted	Immediate: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com
Level 2	Business Impacted	Within one hour of submission: 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com
Level 3	Non-Critical/Request	Within 24 – 48 hours depending upon request. Initial follow-up/notice of receipt will be within one hour of submission. 8:00 a.m. – 5:00 p.m. M-F Submit via eblvd and/or support hotline at 1-877-262-7405 email: info@cjtsoftware.com

Explanation of Priority Codes:

Level 1: Business Halted: a problem with the Hardware or Application which prevents Customer's ability to complete critical business functions. In these cases, troubleshooting is done over the phone or on-line with a Support Contact.

Examples: Application system is down
Hardware is not responding (if applicable)
Server not operating (if applicable)
Remote Devices, POS terminals or workstations not operating (if applicable)
Error message(s) on server, manager's machine or POS terminals which reflect an Error which will halt Customer's business (if applicable)

Level 2: Business Impacted: non-critical issues or questions that affects a person or group at Customer's site. A work-around has been identified so the person or group can use the system to perform their job. Troubleshooting is done over the phone or on-line.

Examples: Reports get error message

Level 3: Non-Critical/Request: issues or questions that need a response, but time are not time critical. Requesting information/action that is not urgent.

Staff Report

Subject: Renewal of Lease Agreement between Effingham County and the City of Springfield for Fire Department Building

Author: Alison Bruton, Purchasing Agent

Department: Fire

Meeting Date: December 5, 2023

Item Description: Lease Agreement between Effingham County and the City of Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA 31329.

Summary Recommendation: Staff recommends Renewal of the Lease Agreement between Effingham County and the City of Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA 31329

Executive Summary/Background:

- Effingham County currently has a Fire Protection Services Agreement in place with the City of Springfield to provide Fire Services in the City limits. The Fire Department is currently utilizing the Springfield building at 1171 Hwy 119 South.
- The Lease Agreement stipulates that the Effingham County Fire Department shall pay \$1.00 per year for the building.
- During the term of the Lease, the City of Springfield shall have no obligation for the maintenance, replacement or repair of the building.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Renewal of the Lease Agreement between Effingham County and the City of Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA 31329
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Attorney, Chief Hodges

Funding Source: Fire Department Operating Budget

Attachments: Lease Agreement with the City of Springfield

STATE OF GEORGIA)
)
 COUNTY OF EFFINGHAM)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of this 21st day of June, 2022 (the "Effective Date"), by and between, THE CITY OF SPRINGFIELD, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia ("the City"), as Landlord, and EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), as Tenant.

WITNESSETH:

1. Premises. For and in consideration of the agreements, terms, covenants, conditions, requirements, provisions and restrictions to be kept, observed, performed, satisfied and complied with by Tenant, and for the Rent herein provided, and upon the terms and conditions herein stated, Landlord has leased and rented, and by these presents does hereby lease and rent unto Tenant, and Tenant hereby leases, takes and rents from Landlord, the real property comprised of one parcel commonly known as 1171 Hwy 119 North, Springfield GA 31329, the Effingham County Fire Department Headquarters, and any improvements thereon (hereinafter referred to as the "Premises"), a more detailed description of which shall be included in an addendum to this Agreement at a later date.

2. Term

- (a) The initial term of this Lease shall commence on the Effective Date and end at the close of the calendar year in which it was executed (hereinafter called the "Term"). This Lease may be renewed or terminated in accordance with Section 2(b).
- (b) This Lease shall terminate absolutely and without further obligation on the part of Landlord or Tenant at the close of the calendar year in which the Agreement is executed and at the close of each succeeding calendar year for which this Agreement may be renewed, but, notwithstanding the foregoing, this Contract shall be automatically renewed unless positive action is taken by Landlord or Tenant to terminate such contract by providing sixty (60) days written notice to the opposite party. This Lease shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy any obligation of Landlord or Tenant under the terms of this Lease.

3. Commitments.

Tenant shall satisfy all obligations under that certain Fire Protection Services Agreement made and entered into the 5th day of May, 2015, by and between Landlord and Tenant.

4. Rent.

(a) *Base Rent.* Base Rent shall be One Dollar (\$1.00) per year. On or before the Effective Date, Tenant shall pay Landlord the amount due for the Term (One Dollar (\$1.00), prorated for the number of days left in the year). In the event Landlord and Tenant extend the Term as provided in this Lease, the rent for each successive Term shall be One Dollar (\$1.00), to be paid on or before the first day of the Term.

(c) *Late Payments.* Any Rent payable hereunder which is not received by the tenth (10th) day after such Rent is due shall be subject to a late charge of One Dollar (\$1.00) (the "Late Charge") plus default interest at the rate of one (1%) percent per month (12% per annum) calculated on the amount owed from the date upon which such Rent became due and payable to Landlord until paid in full, in addition to the default provisions herein. In regards to the Late Charge, the parties hereby agree as follows: (1) that the Late Charge is not intended as a penalty but rather to compensate Landlord for additional administrative charges and other damages incurred by Landlord on account of such late payment; (2) that the actual damages suffered by Landlord in such event shall be difficult, if not impossible to ascertain; and (3) that such Late Charge is a reasonable estimate of such charges and damages.

(d) *Assumption of Costs.* Tenant shall assume all costs associated with the Premises, including but not limited to property and liability insurance.

(e) *Additional Rent.* All insurance payments, costs and expenses which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be "Additional Rent" and, in the event of nonpayment by Tenant, Landlord shall have all the rights and remedies under law with respect thereto. The Base Rent and the Additional Rent are herein sometimes collectively referred to as the "Rent".

(f) *Net Rent.* It is the intention of Landlord and Tenant that the Rent herein specified shall be net to Landlord in each year during the Lease

Term. Accordingly, all costs, expenses and obligations of every kind relating to the Premises which may arise or become due during the Lease Term, unless otherwise specified herein, shall be paid by Tenant, and Landlord shall be indemnified by Tenant against such costs, expenses and obligations.

5. Use. The Premises may be used as a fire station. All property kept, stored or maintained within the Premises by Tenant shall be at its sole risk. Tenant shall not allow the storage, use, treatment, manufacture or disposal of any Hazardous Materials (defined as hazardous, toxic, infectious, or radioactive by any federal law, state law, or any legal requirement affecting the Premises) upon the Premises or any portion thereof in violation of any applicable law, ordinance, or regulation.

6. Quiet Enjoyment. Tenant, upon paying the Rent and performing all the other terms of this Lease, (a) shall quietly have and enjoy the Premises during the Lease Term without hindrance or interference by anyone claiming by or through the Landlord, subject, however, to the reservations and conditions of this Lease, and (b) shall have access to the Premises twenty-four (24) hours a day, three hundred sixty-five (365) days per year.

7. Utilities. During the Lease Term, Tenant shall be responsible for paying all utilities associated with the Premises (gas, water, electricity, refuse collection, telephone, internet service, alarm services, landscaping, pest control, etc.) directly to the service provider.

8. Alterations; Improvements. During the Lease Term, Tenant may make alterations, additions, or improvements to the Premises at its own expense but subject to approval by the Landlord, which approval shall not be unreasonably withheld. Any construction work done by Tenant to the Premises shall be performed in a good and workmanlike manner and in compliance with all governmental requirements. Tenant shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of any alterations. Landlord shall cooperate with Tenant in obtaining governmental permits.

9. Repairs by Landlord. During the term of this Lease, Landlord shall have no duty or obligation whatsoever for the maintenance, replacement or repair of the Premises. Landlord shall have no obligation to inspect the Premises but may if it wishes or if an insurance policy requires that it inspect the Premises, and, in such event, Tenant shall not interfere with Landlord's right of inspection.

10. Repairs by Tenant; Maintenance.

(a) Tenant shall, at Tenant's sole cost and expense, put, keep, replace, maintain and repair the Premises, including, but not limited to, the

walls, floor, ceiling, pipes, heating system, plumbing system, HVAC system, window glass, roof, siding, fixtures, and their appurtenances.

(b) Should the applicable building code require any modification to the building, the cost of those modifications shall be borne by Tenant. Under no circumstances shall Landlord be responsible for any building code compliance matters.

(c) On default of the Tenant in performing its repair, replacement, or maintenance obligations, Landlord may, but shall not be obligated to, make such repairs, replacements or maintenance for Tenant's account, and the expense therefore, together with interest at a rate of twelve (12%) percent per annum, shall continue and be collectible as Additional Rent and shall be paid by Tenant to Landlord within ten (10) days of the rendition of any bill or statement to Tenant therefor.

11. Legal Requirements. During the Lease Term, Tenant shall, at Tenant's sole cost and expense, promptly comply with all legal requirements affecting the Premises, whether currently applicable or hereafter enacted. The phrase "legal requirements affecting the Premises", as used in this Section, shall mean and shall include all laws, ordinances, regulations and other requirements which relate in any manner to the physical condition of the Premises or any part of the Premises, or to the use or occupancy of the Premises or any part of the Premises, including but not limited to, building codes and similar requirements, zoning ordinances and requirements, use restrictions, fire requirements, safety requirements, and energy-related requirements.

12. Release and Indemnity. During the Lease Term, unless caused by Landlord's affirmative active negligence or willful misconduct, Tenant shall pay, and shall protect, indemnify and hold harmless Landlord and Landlord's elected officials, officers, employees, representatives and agents from, against and in respect of, all liabilities, damages, losses, costs, expenses (including all reasonable attorneys' fees and expenses of Landlord), interest, penalties, late charges, reinstatement fees, causes of action, suits, claims, demands and judgments of any nature whatsoever arising out of, by reason of or in connection with Tenant's or subtenant's use, non-use, occupancy of or the conducting of Tenant's activities and business on the Premises.

13. Insurance.

(a) *Property and Liability Insurance.* Tenant shall procure and maintain, the following policies of insurance:

(i) Property insurance on the Premises and all improvements, including leasehold improvements, all furniture, fixtures and equipment, against loss or damage by fire, lightning and against loss or damage by other risks providing protection against events protected

under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief in an amount not less than 100% of the replacement cost without deduction for depreciation. Any proceeds from the property insurance shall be used for the repair or replacement of property damaged or destroyed, unless the Lease Term is terminated under an applicable provision herein.

(ii) Liability insurance on the Premises in the total aggregate sum of at least \$1,000,000 per Occurrence/\$3,000,000 General Aggregate. Limits may be provided by the combination of a primary general liability policy and an umbrella/excess liability policy.

(iii) Commercial general liability insurance shall insure Landlord against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Premises, including any contractual liability with such insurance naming Tenant and such other parties as Landlord may designate, as additional insureds. The liability insurance obtained by Tenant under this section shall: (1) be primary and (2) insure Tenant's obligations to Landlord hereunder. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease.

(b) *General Insurance Provisions.*

(i) Failure of Tenant to comply with the provisions of this Section 13 shall constitute a default.

(ii) Any insurance policy required to be maintained under this Lease shall be selected by the party who is required to maintain such policy so long as the policy meets the requirements contained herein.

(iii) Tenant shall ensure that any person performing services on the Premises at Tenant's direction is sufficiently covered by Liability and Worker's Compensation Insurance, if required.

(iv) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give the other party not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(v) Prior to the earlier of Tenant's entry onto the Premises or the Effective Date, Tenant shall deliver to the other party an insurance company certificate evidencing that Tenant maintains the insurance required herein, and, not less than thirty (30) days prior to the expiration or termination of any such insurance, Tenant shall deliver to

Landlord renewal certificates therefor. Tenant shall provide Landlord with copies of the policies promptly upon request from time to time.

(vi) All insurance required by this Lease shall be with an insurance company or companies properly licensed by the Georgia State Insurance Commissioner to do business within the State of Georgia.

(vii) Without limiting the provisions of Section 12, above, Tenant, on behalf of itself and its insurer(s), hereby waives any and all rights of recovery against the Landlord, the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of the other and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each of the foregoing (collectively, "Representatives"), for loss or damage to its property or the property of others under its control, to the extent that such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage, or required to be carried under this Lease. All property insurance carried by Tenant will contain a waiver of subrogation against Landlord to the extent such right was waived by Tenant prior to the occurrence of loss or injury.

14. Waiver of Subrogation. Landlord and Tenant and all parties claiming under them hereby mutually waive, release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Premises, or covered by insurance in connection with property on or activities conducted on the Premises, regardless of the cause of the damage or loss.

15. [Reserved]

16. Non-Disturbance. Landlord agrees not to affect or disturb Tenant's right to possession of the Premises in the exercise of Landlord's rights, so long as Tenant is not in default under any of the terms, covenants or conditions of this Lease.

17. Assignment and Subletting. Tenant may not assign this Lease or sublet all or part of the Premises without the prior written consent of Landlord. No assignment or subletting of the Premises shall relieve Tenant of its obligations hereunder.

18. No Liens. During the Lease Term, Tenant is not authorized to incur any expenditures in the name of Landlord and shall not permit any liens for labor or materials or any ad valorem tax lien to be placed against the Premises. Notice is hereby given that Landlord shall not be liable for any labor or services performed or rendered, or materials supplied or furnished, to the Premises at the instance of Tenant, and no mechanics or other liens with respect thereto shall attach to or affect the

reversion or other estate or interest of Landlord in and to the Premises. Landlord shall not be permitted to encumber the Premises during the Lease Term. Tenant shall not be liable for any liens attached to the Premises caused by Landlord. Tenant shall discharge, indemnify and hold harmless Landlord from any liens placed upon the Premises during the Lease Term.

19. Default.

(a) *Events of Default.* The following events shall constitute events of default by Tenant under this Lease (hereinafter individually called an "Event of Default", and collectively called "Events of Default"):

(i) if Tenant shall fail to pay when due any Rent or other payment to be made by Tenant hereunder and shall not cure such failure within ten (10) days after Landlord gives Tenant written notice thereof;

(ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Lease (other than a breach or failure described in clause (i) above), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence;

(iii) if Tenant makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;

(iv) if Tenant files a petition under any section or chapter of the national bankruptcy act, as amended, or under any similar federal or state law or statute, or Tenant or any guarantor of its obligations under this Lease is adjudged bankrupt or insolvent in proceedings filed against Tenant;

(v) if any other instrument delivered to Landlord as part of this lease transaction shall be breached.

(b) *Remedies.* Upon the occurrence of an Event of Default, Landlord may pursue either of the following alternative remedies:

(i) Without any notice or demand, Landlord may take any action or actions permissible at law to insure performance by Tenant of its covenants and obligations under this Lease.

(ii) Landlord may terminate this Lease by giving written notice to Tenant. In such event, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy it may have for possession or arrearages in Rent (including any accrued interest), enter upon and take possession of the Premises and expel or remove, by force if necessary, Tenant and any other person who is occupying all or a portion of the premises without being liable for prosecution or any claim for damages. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for non-payment of rent. In addition, Tenant shall pay to Landlord on demand all loss and damage suffered by it by reason of any termination affected under this subsection (ii). The loss or damage shall be determined by either of the following alternative measures of damages:

(A) Until Landlord is able, through reasonable efforts, the nature of which shall be at its sole discretion, to relet the Premises, Tenant shall continue to pay to Landlord the Rent specified in this Lease when it comes due. After Landlord relets the Premises, Tenant shall pay to Landlord, the difference between the Rent and the amount actually collected by Landlord for a year.

If Landlord is required to bring suit in order to collect a deficiency, it may allow the deficiency to accumulate and bring an action on several or all of the accrued deficiencies at one time. Such suit shall not prejudice in any way Landlord's right to bring a similar action for subsequent deficiencies. If the amount collected from subsequent tenants for a calendar year exceeds the Rent, the excess shall be credited to Tenant in reduction of its liability for any calendar year for which the amount collected is less than the Rent. However, Tenant's right to the excess is limited to the above-described credit.

(B) Landlord may demand a final settlement at any time. Upon such demand, Tenant shall pay the difference between the Base Rent provided in this Lease for the remainder of the Lease Term and the reasonable rental value of the Premises for that period. The difference shall be discounted to present value at the rate of interest agreed on by the parties, or, if there is no such agreement, at the rate of twelve (12%) percent per annum.

(C) Landlord's election to exercise the remedy prescribed above in subsection (i) shall in no way prejudice its right at any later time to cancel the election in favor of the remedy provided in this subsection (ii), if at the time of cancellation Tenant is still in default. Similarly, Landlord's election to compute

damages in the manner prescribed above by subsection (ii)(A) shall in no way prejudice its right at any later time to demand a final settlement in accordance with subsection (ii)(B). Pursuit of any of the above remedies shall not preclude pursuit of any other remedy provided elsewhere in this lease or by law. Landlord's forbearance to enforce any remedy provided herein upon an event of default shall not be deemed to constitute a waiver of the default.

(c) *Injunction; Cumulative Remedies.* Landlord may restrain or enjoin any breach or threatened breach of Tenant's covenants, duties, and obligations under this Lease without having to prove the inadequacy of any legal remedy or irreparable harm. Landlord's remedies under this Lease shall be deemed cumulative and not exclusive.

(d) *Attorneys' Fees, Costs and Expenses.* If Landlord is required, on account of a breach or default by Tenant in any obligation under this Lease, to hire an attorney to present, enforce, or defend Landlord's rights or remedies under the Lease, Tenant shall pay all reasonable attorneys' fees, costs and expenses incurred by Landlord in connection therewith.

20. Immunity. Nothing contained in this Lease shall be construed or deemed to be a waiver of any immunity to which the Landlord or Tenant or their respective officials, employees, or agents are legally entitled.

21. Non-waiver. A waiver by either party of one or more covenants, terms, or conditions of this Lease shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The first party's consent to or approval of any act by the second party shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

22. Estoppel Certificate. Tenant shall, upon ten (10) days written notice from Landlord, execute and deliver to it a statement in recordable form certifying the status of this Lease. Such certificate shall be in a form reasonably satisfactory to the prospective purchaser, lender or assignee.

23. Rights Cumulative. All rights, remedies, powers and privileges conferred under this Lease on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by Law.

24. Time of Essence. Time is of the essence of this Lease. 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 Lease.

25. Notices. Subject to limitations and conditions set forth herein, notices may only be delivered: (a) in person; (b) by an overnight delivery service,

prepaid; (c) by registered or certified U. S. mail, prepaid, return receipt requested; or (d) by e-mail, to the following addresses and/or email addresses:

Landlord:

Tenant:

City of Springfield, Georgia

Effingham County, Georgia

Attn.: Matt Morris
130 S. Laurel Street
Springfield, Georgia 31329
Email: mmoris@springfieldga.org

Attn: Tim Callanan
804 S. Laurel Street
Springfield, Georgia 31329
Email: tcallanan@effinghamcounty.org

26. Entire Agreement; Modification. This Lease contains the entire agreement of Landlord and Tenant and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Lease shall be of any force or effect. This Lease shall not be modified or amended in any respect except by a written instrument executed on behalf of each of Tenant and Landlord.

27. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under applicable present or future Laws effective during the Lease Term, such unenforceable, invalid or illegal provision shall be severed from this Lease, and the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

28. Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

29. Governing Law. This Lease has been executed in the State of Georgia and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

30. Headings. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various sections and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.

31. Miscellaneous. Each and all the covenants, terms, agreements and obligations of this Lease shall extend and inure to the benefit of the successors and

permitted assigns of said parties hereto. The singular number includes the plural and the neuter gender includes the feminine and masculine, wherever appropriate.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

LANDLORD:

City of Springfield, Georgia

By: Barton G. Alderman

Name: Hon. Barton Alderman

Title: Mayor, City of Springfield, Georgia

Attest: Jennifer Y. Smith

Jennifer Smith, City Clerk

[Entity seal]



TENANT:

Effingham County, Georgia

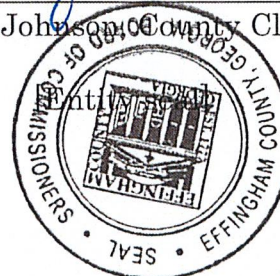
By: Wesley M. Corbitt

Name: Hon. Wesley Corbitt

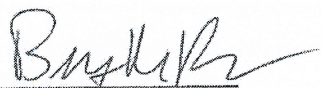
Title: Chairman at Large, Effingham County Board of Commissioners

Attest: S. Johnson

Stephanie Johnson, County Clerk



Approved as to form:



Benjamin M. Perkins, Esq.
Springfield City Attorney



Lee Newberry, Esq.
Effingham County Attorney

Staff Report

Subject: Renewal of Agreement with Elevos to provide data hosting and billing records for Effingham County EMS

Author: Alison Bruton, Purchasing Agent

Department: Purchasing and EMS

Meeting Date: December 5, 2023

Item Description: Renewal of Agreement with Elevos to provide data hosting and billing records for Effingham County EMS

Summary Recommendation: Staff recommends renewal of the agreement with Elevos

Executive Summary/Background:

- Effingham County has an agreement with Colleton to provide EMS billing services. Colleton will not accept anything billed out by a previous vendor.
- EMS Consultants was the previous vendor and still has several accounts which need handling, and the County entered into an agreement with them for billing services for those accounts. EMS Consultants is now Elevos, and in December 2021, the Board approved an agreement with Elevos.
- Elevos hosts historical ePCR data through a third-party Cloud Service.
- The agreement with Elevos will renew annually with approval of the Board of Commissioners.
- The agreement cost is \$3,000.00 annually.
- Either party can terminate the agreement with written notice of cancellation at minimum 30 days prior to the expiration.
- The agreement has previously been reviewed by the County Attorney and approved to form.

Alternatives for Commission to Consider:

1. Board approval of the agreement with Elevos for an annual payment of \$3,000.00.
2. Do not renew the agreement with Elevos.

Recommended Alternative: 1

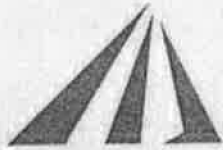
Other Alternatives: 2

Department Review: Purchasing / EMS

Funding Source: EMS Budget

Attachments:

Historical ePCR Data Hosting Agreement between Elevos and Effingham County.



ELEVOS

REVENUE MANAGEMENT & REPORTING

Historical Billing Data Hosting Agreement

This Agreement is entered into on this 1st day of January, 2022 between Effingham County EMS located in Springfield, GA, hereinafter referred to as "Provider" and Emergency Medical Service Consultants, Ltd. d/b/a EMS Consultants, a Georgia Corporation hereinafter referred to as "Contractor". The intent of this Agreement is to establish a relationship whereby the Contractor will provide historical billing data hosting services.

1. Data Hosting

Due to the expense and technical nature of hardware requirements for data storage and transmission, Contractor offers data hosting through a third party Cloud Service. In the event that Provider elects to have Contractor host Provider's data as set forth below, Provider must make all payments in a timely manner so as to avoid any loss of use. Contractor also hereby agrees to provide Cloud Service with all Contractor software and technical support necessary to accomplish the data hosting needs of Provider. Contractor shall not be held liable for data corruption or virus attacks that may compromise the accessibility or integrity of the data, and Provider hereby agrees to indemnify and hold-harmless Contractor for any such loss.

- 1.1 Third Party Vendor: It is agreed and understood that third party vendor/Cloud Service is not an agent or partner of, nor is in joint venture with, Contractor. Contractor reserves the right to select, change or discontinue the Cloud Services vendor at any time.
- 1.2 Security: Contractor shall require of third party vendor strict levels of security in the storage and transmission of client data in compliance with state and Federal law. Contractor shall not be responsible for violation of said security requirements and Provider hereby agrees to indemnify and hold-harmless Contractor for any such loss.
- 1.3 Liability: It is agreed and understood that this Cloud Service option shall be administered through a third party, at their locations and upon their terms and condition of use. Contractor shall be responsible for all payments for said Cloud Service only after receipt of payment from Provider. This agreement to store shall be terminable by Contractor at any time upon 30 days' notice to Provider.

2. CONTRACTOR RESPONSIBILITIES

- 2.1 Contractor will host Provider's historical billing data as described in section one.
- 2.2 Contractor will respond to Provider's record request within fifteen days of receipt.
- 2.3 Contractor will not alter any billing data. Data hosting is only provided for record retention, billing record retrieval, and allowed access to view and print records from Prestige ePCR Host.

3. PROVIDER RESPONSIBILITIES

- 3.1 Provider will make billing record requests with fifteen days written notice.

4. FEES/RENEWAL/TERMINATION

- 4.1 Historical Billing Data Hosting will begin on January 1, 2022 with signed Agreement and payment for annual service in the amount of three thousand dollars and zero cents (\$3,000.00).



ELEVOS

REVENUE MANAGEMENT & REPORTING

- 4.2 Renewal. This contract will renew automatically for a duration of one year following one year after execution date by both parties.
- 4.3 Billing and Payment. All fees are invoiced in U.S. Dollars. Provider will be invoiced upon execution of this Agreement. All fees for the Initial Term are due within 15 days of invoicing unless payment terms have otherwise been agreed to in writing by the Parties. Access shall be suspended if annual amount due is not received within 15 days of invoice date, and Provider's products and services shall be suspended and inaccessible if such fees are not received within 30 days of due date.
- 4.4 Termination. Either party can terminate this agreement with written notice of cancellation at minimum 30 days prior to the expiration.

5 SIGNATURE SECTION

Executed this 7th day of December 2021

CONTRACTOR:

EMERGENCY MEDICAL SERVICE CONSULTANTS, LTD.

A Georgia Corporation d/b/a EMS Consultants

By:

Michael Romydy

Name: Michael Romydy

Title: COO

PROVIDER:

Provider Name: Effingham Co. Board of Commissioners

By:

Wesley M. Corbitt

Name:

Wesley M. Corbitt

Title:

Chairman

Staff Report

Subject: Approval of Memorandum of Agreement between Savannah Technical College and Effingham County EMS

Author: Alison Bruton, Purchasing Agent

Department: EMS

Meeting Date: December 5, 2023

Item Description: MOU with Savannah Technical College and Effingham County EMS

Summary Recommendation: Staff recommends approval of the MOU with Savannah Technical College and Effingham County EMS

Executive Summary/Background:

- Effingham County currently has an agreement in place with Savannah Technical College that will expire on December 21, 2023 which both parties wish to renew.
- The purpose of this agreement is for Effingham County EMS to provide instruction and practice for the Savannah Tech students. This is intended to benefit the students in accomplishing their educational goals and create a highly trained workforce.
- This agreement has been previously reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of Memorandum of Agreement between Savannah Technical College and Effingham County EMS
2. Take no action and allow the current agreement to expire.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EMS, County Attorney, Purchasing

Funding Source: None.

Attachments:

1. Current MOU
2. New MOU

**Memorandum of Agreement
between
Savannah Technical College
and
Effingham County Emergency Medical Services**

I. Purpose

The purpose of this Memorandum of Agreement (“Agreement”) is to provide instruction and practice for Savannah Technical College Students (“Students”) at Effingham County Emergency Medical Services. The instruction and practice is intended to benefit the College’s Students in accomplishing their educational goals and create a highly trained work force.

II. Parties

Savannah Technical College (hereinafter the “College”) and Effingham County Emergency Medical Services (hereinafter the “Facility”).

III. Affiliating Agreement

This is a mutual Agreement between the Facility and the College that provides for the Facility to accept Students in the Health Science programs for College faculty coordinated clinical experience in the Students’ field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by the College and the Facility without regard to race, color, national origin, sex, religion, disability, or age of the persons involved. Provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude participant’s participation in the program.
- B. While the educational experiences contemplated by this agreement shall be offered jointly, the College shall maintain control over the curriculum offered the College’s Students and the Facility shall maintain control and responsibility for its patients/clients.
- C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the College and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.

Memorandum of Agreement
Effingham County Emergency Medical Services

- D.** The number of Students participating in each educational experience shall be determined by mutual agreement of the parties and at any time may be modified by mutual agreement.
- E.** The Facility will serve as a clinical laboratory and will furnish facilities for the Students in such manner and at such time as the parties herein mutually agree.
- F.** The Facility will not be required to provide free treatment for Students or College faculty. Students or College faculty may request treatment from the Facility at their own personal expense. The College does not accept any liability or responsibility whatsoever for treatment individually requested by a College Student or College faculty member.
- G.** Clinical rotation(s) will be planned by the College faculty of the College program(s), in conjunction with the Facility's representative, in order to meet requirements mandated by the College or licensing/certification Board.
- H.** No College faculty or Student will receive monetary or other type of reimbursement from the Facility for work done during the clinical rotation. Nor shall any College faculty or Student hold him or herself out as an employee or agency of the Facility during the clinical rotation.

IV. The Facility Agrees To The Following:

- A.** Provide a program of clinical experience for the Students to engage in so as to benefit their knowledge of the Student's program of study at the College. The number of hours and experience may vary each year but will be mutually agreed upon with the College.
- B.** The Facility will retain responsibility for the care of the patients, clients, and/or customers and will maintain administrative and professional supervision of Students, insofar as their presence affects the operation of the Facility and/or patient, client, or customer care.
- C.** Observe the following personnel policies:
 - 1. College faculty and Students will be permitted to observe the College's calendar for holidays and events;
 - 2. Students may be allowed to make up time lost due to unavoidable absences;

Memorandum of Agreement
Effingham County Emergency Medical Services

3. Students shall wear the accepted College uniform or conform to Facility policies regarding acceptable dress during the clinical experience;
 4. Faculty employed by the Technical College System of Georgia ("TCSG") or the College will be under the full jurisdiction of the College's administration.
- D.** The Facility shall maintain insurance, as it deems advisable to protect itself as appropriate given the College's limitations on liability for damages as described below in Paragraph V, subsections (J), (K), and (L).
- E.** Make provisions for orientation of College faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- F.** Assist in the orientation of the Students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- G.** In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a Student or College faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient's consent for disclosure of test results to the College's infection control personnel.
- H.** Facility staff shall, upon request, assist the College and College faculty in the evaluation of the learning and performance of participating Students. The Facility agrees to keep confidential any Student records or information it may obtain unless it has otherwise obtained prior written consent of the Student.
- I.** Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:
1. The training, even though it includes actual operation of the Facility, is similar to that which would be given at the College;
 2. The training is for the benefit of the Students;

Memorandum of Agreement
Effingham County Emergency Medical Services

3. The Students do not displace regular employees of the Facility, but work under constant supervision of Facility employees;
 4. The Facility that provides the clinical practicum derives no immediate advantage, economic or otherwise, from the activities of the Students and, on occasion, the operations of the Facility may even be impeded;
 5. The Students are not necessarily entitled to a job at the Facility at the conclusion of the training period; and
 6. The Facility and the Students understand that the Students are not entitled to wages for the time spent in training.
- J.** Provide a safe work environment for College faculty and Students.
- K.** Assist and cooperate with the College in investigations related to complaints related to the educational experience at the Facility.
- V. The College Agrees To The Following:**
- A.** Ensure that the College's Student Code of Conduct is enforced for the Student at the Facility. Any Student whose behavior, conduct, attitude, or attire is in conflict with the rules and regulations of the Facility will be subject to appropriate disciplinary actions.
 - B.** Provide College faculty in accordance with the required Student-faculty ratio as mandated by the state licensing/certification agency or by the local Facility regulation(s).
 - C.** Provide College faculty who have experience in specialty area where they will be supervising Students.
 - D.** Assure that Students with unsatisfactory performance in the classroom and/or clinical practicum will not be placed on clinical assignments.
 - E.** Provide specific written clinical behavioral objectives for the Facility staff prior to Student rotation. Conferences will be scheduled with Facility staff during rotation to discuss Student learning, Student performance, and patient services.

Memorandum of Agreement
Effingham County Emergency Medical Services

- F.** Submit a schedule with names of affiliating Students at least two weeks prior to the beginning of the Student's first day at the Facility.
- G.** Provide for all administrative functions required by the Facility necessary for smooth operation of the program (i.e., joint review of the use of clinical facilities).
- H.** Require the observance of Faculty policies and procedures by the Students and Faculty.
- I.** Assure that each Student and College faculty member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J.** The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including general automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.
- K.** The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. 50-21-20 et seq.).
- L.** The College shall to the extent required by law or policy, offer to Students and College faculty at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. The College shall follow then current Technical College System of Georgia Policy following an exposure of a college faculty or Student.
- M.** Maintain the following information on each Student and College faculty member who will be participating in clinicals: name, address, and insurance information.

VI. Withdrawal of Student from Program

- A.** The Facility may request the College to withdraw any Student from the educational experience at the Facility whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Clinical Institution for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures, and rules of the College or Facility.
- B.** The College may request the withdrawal of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

VII. Representatives

Any communication regarding this contract should be directed to the following representatives:

For the College:

Kathy S. Love, Ed.D.
President
Savannah Technical College
5717 White Bluff Road
Savannah, Georgia 31405

For the Facility:

Effingham County Emergency Medical Services
Wanda McDuffie, EMS Director
804 S. Laurel Street
Springfield, Georgia 31329

VIII. Prohibition of Gratuities

All of the parties hereby certify that the provisions of O.C.G.A. §45-10-20 through §45-10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities, have not been violated and will not be violated in any respect throughout the term of this Contract.

IX. Additional Mutual Agreements

- A. Confidentiality.** Students and College Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any medical record, or other patient information. Students and College faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of the Facility regarding the confidentiality of patient information.

College acknowledges that the Facility must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320 et seq. ("HIPAA") and its related regulations. College, Students and College faculty shall not request, use or further disclose any Protected Health Information ("PHI") other than for the treatment and training purposes specified in this Agreement. The College will promptly report to the Facility any uses or disclosures of which the College becomes aware of PHI in violation of this Agreement.

To the extent permitted by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.), College agrees that the College will not disclose to others confidential information of the Facility obtained during the course of the clinical experience. Information, which the Facility wishes considered confidential, shall be clearly marked and identified as "confidential." No copies of confidential information shall be provided to College, College faculty or Students; all written copies are to remain at the Facility. Confidential information shall not include the terms and conditions of this Agreement or any other document the College would be required to produce under the Georgia Open Records Act.

- B. Licensing.** The College will not knowingly assign any College faculty to the Facility who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.

X. Miscellaneous

A. Term

1. The terms and conditions of this agreement shall be periodically reviewed by the Parties.
2. This agreement will remain in effect until **December 31, 2025**.

Memorandum of Agreement
Effingham County Emergency Medical Services

3. Either party may terminate this agreement upon a 90-day notice in writing to the other party. However, if either party wishes to terminate this agreement it is understood that Students then enrolled in the educational experience at the Facility shall be given the opportunity to complete the educational experience.

B. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

C. Assignment

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

D. Applicable law

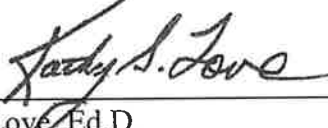
This Agreement shall be governed in all respects by the laws of the State of Georgia.

E. Amendments in Writing

No amendment of this Agreement or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

Memorandum of Agreement
Effingham County Emergency Medical Services

Savannah Technical College



Kathy S. Love, Ed.D.
President

11/9/2023

Date

Bryan County Emergency Services

Effingham County Board of Commissioners

Date

Savannah Technical College does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in its programs, admissions, employment, or any other activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies that include Title VI, Title IX, 4505. Inquiries concerning application of this policy may be referred to Regina Thomas-Williams, Title IX Coordinator, Savannah Technical College, 5717 White Bluff Road, Savannah, Georgia, 31405, and Barbara Beam Section 504 Coordinator, Savannah Technical College, 5717 White Bluff Road, Savannah, Georgia 31405.

**Memorandum of Agreement
between
Savannah Technical College
and
Effingham County Emergency Medical Services**

I. Purpose

The purpose of this Memorandum of Agreement ("Agreement") is to provide instruction and practice for Savannah Technical College Students ("Students") at Effingham County Emergency Medical Services. The instruction and practice is intended to benefit the College's Students in accomplishing their educational goals and create a highly trained work force.

II. Parties

Savannah Technical College (hereinafter the "College") and the Effingham County Emergency Medical Services (hereinafter the "Facility").

III. Affiliating Agreement

This is a mutual Agreement between the Facility and the College that provides for the Facility to accept Students in the Health Sciences programs for College faculty coordinated clinical experience in the Students' field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by the College and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information, or age of the persons involved. Provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude participant's participation in the program.
- B. While the educational experiences contemplated by this agreement shall be offered jointly, the College shall maintain control over the curriculum offered the College's Students and the Facility shall maintain control and responsibility for its patients/clients.
- C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the College and the Facility. The starting and ending date for each individual educational experience shall be agreed upon before the experience commences.

**Memorandum of Agreement
Effingham County Emergency
Medical Services**

- D.** The number of Students participating in each educational experience shall be determined by mutual agreement of the parties and at any time may be modified by mutual agreement.
- E.** The Facility will serve as a clinical laboratory and will furnish facilities for the Students in such manner and at such time as the parties herein mutually agree.
- F.** The Facility will not be required to provide free treatment for Students or College faculty. Students or College faculty may request treatment from the Facility at their own personal expense. The College does not accept any liability or responsibility whatsoever for treatment individually requested by a College Student or College faculty member.
- G.** Clinical rotation(s) will be planned by the College faculty of the College program(s), in conjunction with the Facility's representative, in order to meet requirements mandated by the College or licensing/certification Board.
- H.** No College faculty or Student will receive monetary or other type of reimbursement from the Facility for work done during the clinical rotation. Nor shall any College faculty or Student hold him or herself out as an employee or agency of the Facility during the clinical rotation.

IV. The Facility Agrees To The Following:

- A.** Provide a program of clinical experience for the Students to engage in so as to benefit their knowledge of the Student's program of study at the College. The number of hours and experience may vary each year but will be mutually agreed upon with the College.
- B.** The Facility will retain responsibility for the care of the patients, clients, and/or customers and will maintain administrative and professional supervision of Students, insofar as their presence affects the operation of the Facility and/or patient, client, or customer care.
- C.** Observe the following personnel policies:
 - 1.** College faculty and Students will be permitted to observe the College's calendar for holidays and events;
 - 2.** Students will be allowed to make up time lost due to unavoidable absences;

**Memorandum of Agreement
Effingham County Emergency
Medical Services**

3. Students shall wear the accepted College uniform or conform to Facility policies regarding acceptable dress during the clinical experience;
 4. Faculty employed by the Technical College System of Georgia ("TCSG") or the College will be under the full jurisdiction of the College's administration.
- D. The Facility shall maintain insurance, as it deems advisable to protect itself as appropriate given the College's limitations on liability for damages as described below in Paragraph V, subsections (I), (J), and (K).
 - E. Make provisions for orientation of College faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
 - F. Assist in the orientation of the Students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
 - G. In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a Student or College faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient's consent for disclosure of test results to the College's infection control personnel.
 - H. Facility staff shall, upon request, assist the College and College faculty in the evaluation of the learning and performance of participating Students. The Facility agrees to keep confidential any Student records or information it may obtain unless it has otherwise obtained prior written consent of the Student.
 - I. Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:
 1. The training, even though it includes actual operation of the Facility, is similar to that which would be given at the College;
 2. The training is for the benefit of the Students;

**Memorandum of Agreement
Effingham County Emergency
Medical Services**

3. The Students do not displace regular employees of the Facility, but work under constant supervision of Facility employees;
 4. The Facility that provides the clinical practicum derives no immediate advantage, economic or otherwise, from the activities of the Students and, on occasion, the operations of the Facility may even be impeded;
 5. The Students are not necessarily entitled to a job at the Facility at the conclusion of the training period; and
 6. The Facility and the Students understand that the Students are not entitled to wages for the time spent in training.
- J. Provide a safe work environment for College faculty and Students.**
- K. Assist and cooperate with the College in investigations related to complaints related to the educational experience at the Facility.**
- V. The College Agrees To The Following:**
- A. Ensure that the College's Student Code of Conduct is enforced for the Student at the Facility. Any Student whose behavior, conduct, attitude, or attire is in conflict with the rules and regulations of the Facility will be subject to appropriate disciplinary actions.**
 - B. Provide College faculty in accordance with the required Student-faculty ratio as mandated by the state licensing/certification agency or by the local Facility regulation(s).**
 - C. Provide College faculty who have experience in specialty area where they will be supervising Students.**
 - D. Assure that Students with unsatisfactory performance in the classroom and/or clinical practicum will not be placed on clinical assignments.**
 - E. Provide specific written clinical behavioral objectives for the Facility staff prior to Student rotation. Conferences will be scheduled with Facility staff during rotation to discuss Student learning, Student performance, and patient services.**

Memorandum of Agreement
Effingham County Emergency
Medical Services

- F. Submit a schedule with names of attending Students at least two weeks prior to the beginning of the Student's first day at the Facility.
- G. Provide for all administrative functions required by the Facility necessary for smooth operation of the program (i.e., joint review of the use of clinical facilities).
- H. Require the observance of Faculty policies and procedures by the Students and Faculty.
- I. Assure that each Student and College faculty member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J. The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.
- K. The College is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. The College will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. 50-21-20 et seq.).
- L. The College shall to the extent required by law or policy, offer to Students and College faculty at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. The College shall follow then current Technical College System of Georgia Policy following an exposure of a college faculty or Student.
- M. Maintain the following information on each Student and College faculty member who will be participating in clinicals: name, address, and insurance information.

**Memorandum of Agreement
Effingham County Emergency
Medical Services**

VI. Withdrawal of Student from Program

- A.** The Facility may request the College to withdraw any Student from the educational experience at the Facility whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Clinical Institution for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures, and rules of the College or Facility.
- B.** The College may request the withdrawal of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

VII. Representatives

Any communication regarding this contract should be directed to the following representatives:

For the College:

Kathy S. Love, Ed.D.
President
Savannah Technical College
5717 White Bluff Road
Savannah, Georgia 31405

For the Facility:

Effingham County Emergency
Medical Services
Wanda McDuffie, EMS Director
601 N. Laurel Street
Springfield, GA 31329

VIII. Prohibition of Gratuities

All of the parties hereby certify that the provisions of O.C.G.A. §45-10-20 through §45-10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities,

Memorandum of Agreement
Effingham County Emergency
Medical Services

have not been violated and will not be violated in any respect throughout the term of this Contract.

IX. Additional Mutual Agreements

- A. Background Check and Drug Screen.** Before the Student begins his or her educational experience at the Facility, each Student will be required by the Facility to submit to drug testing and background check. All testing and results are to be controlled by the Facility. Students who refuse or fail to meet the Facility's standards on these tests may be withdrawn from participation in the clinical experience at the Facility at the Facility's request. No information regarding the specific deficiencies of the Student's test results shall be shared with the College.
- B. Confidentiality.** Students and College Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any medical record, or other patient information. Students and College faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations and policies of the Facility regarding the confidentiality of patient information.

College acknowledges that the Facility must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320 et seq. ("HIPAA") and its related regulations. College, Students and College faculty shall not request, use or further disclose any Protected Health Information ("PHI") other than for the treatment and training purposes specified in this Agreement. The College will promptly report to the Facility any uses or disclosures of which the College becomes aware of PHI in violation of this Agreement.

To the extent permitted by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.), College agrees that the College will not disclose to others confidential information of the Facility obtained during the course of the clinical experience. Information, which the Facility wishes considered confidential, shall be clearly marked and identified as "confidential". No copies of confidential information shall be provided to College, College faculty or Students; all written copies are to remain at the Facility. Confidential information shall not include the terms and conditions of this Agreement or any other document the College would be required to produce under the Georgia Open Records Act.

Memorandum of Agreement
Bibb County Emergency
Medical Services

- C. Licensing.** The College will not knowingly assign any College faculty to the Facility who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.

X. Miscellaneous

A. Term

1. The terms and conditions of this agreement shall be periodically reviewed by the Parties.
2. This agreement will remain in effect until December 21, 2023.
3. Either party may terminate this agreement upon a 90-day notice in writing to the other party. However, if either party wishes to terminate this agreement it is understood that Students then enrolled in the educational experience at the Facility shall be given the opportunity to complete the educational experience.

B. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

C. Assignment

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

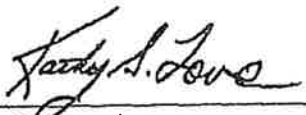
Memorandum of Agreement
Effingham County Emergency
Medical Services

E. Amendments in Writing

No amendment of this Agreement or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

Savannah Technical College

Effingham County Board of Commissioner's


Kathy S. Love, Ed.D.
President

10/21/2020
Date


Effingham County Board of Commissioner's

07/20/2021
Date

Savannah Technical College does not discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or age in its programs, admissions, employment, or any other activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies that include Title VI, Title IX, 4505. Inquiries concerning application of this policy may be referred to Regina Thomas-Williams, Title IX Coordinator, Savannah Technical College, 5717 White Bluff Road, Savannah, Georgia, 31405, and Melanie Collins Wilder, Section 504 Coordinator, Savannah Technical College, 5717 White Bluff Road, Savannah, Georgia 31405.

Staff Report

Subject: Ratification of Approval of Enterprise vehicle orders for Public Works/Water/Sewer

Author: Alison Bruton, Purchasing Agent

Department: Public Works/Water/Sewer

Meeting Date: December 5, 2023

Item Description: Approval of Enterprise vehicle orders for Public Works/Water/Sewer

Summary Recommendation: Staff recommends approval for these vehicles.

Executive Summary/Background:

- The vehicles included in this order are as follows:
 - 2 – 2023 F-250 XL Crew Cab
 - 1 – 2023 F-250 XL Regular Cab

Alternatives for Commission to Consider

1. Ratification of Approval of Enterprise vehicle orders for Public Works/Water/Sewer
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Purchasing, Finance, Department Heads

Funding Source: Special Tax District/WWTP

Attachments:

Prepared For: Effingham County Board of Commissioners
Bruton, Alison

Date 11/22/2023
AE/AM KW0/OJB

Unit #

Year 2023 **Make** Ford **Model** F-250

Series XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW

Vehicle Order Type In-Stock **Term** 60 **State** GA **Customer#** 505556

\$ 55,665.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>7.0000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 1,000.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Public Works
Exterior Color (0 P) Oxford White
Interior Color (0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type Government
GVWR 0

\$ 56,665.00	Total Capitalized Amount (Delivered Price)
\$ 764.98	Depreciation Reserve @ <u>1.3500%</u>
\$ 323.03	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,088.01	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 58.42	Full Maintenance Program ³ Contract Miles <u>60,000</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 58.42 Additional Services SubTotal

\$ 0.00 Sales Tax 0.0000% **State** .

\$ 1,146.43 Total Monthly Rental Including Additional Services

\$ 10,766.20	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

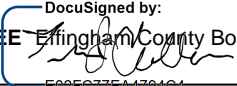
Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

DocuSigned by:
LESSEE Effingham County Board of Commissioners
BY 
E02FC77EA4794C4...

TITLE County Manager

DATE November 22, 2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - Knapheide Service Body	C	\$ 9,920.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 9,920.00
Aftermarket Equipment Total		\$ 9,920.00

Other Totals

Description	(B)illed or (C)apped	Price
Transport estimate	C	\$ 1,000.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 1,000.00
Other Charges Total		\$ 1,000.00

VEHICLE INFORMATION:

2023 Ford F-250 XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW - US

Series ID: F2A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,771	\$43,970.00
Total Options	\$747.00	\$820.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$44,513.00	\$46,785.00

SELECTED COLOR:

Exterior:

Z1-(0 P) Oxford White

Interior:

AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
142WB	142" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66S	Upfitter Switches (6)	\$150.00	\$165.00
67D	190 Amp Alternator	NC	NC
96V	XL Chrome Package	\$205.00	\$225.00
96VBOX	BoxLink	Included	Included
96VFBP	Chrome Front Bumper	Included	Included
96VFOG	Halogen Fog Lamps	Included	Included
96VHUB	Bright Chrome Hub Covers & Center Ornaments	Included	Included
96VRBP	Chrome Rear Step Bumper	Included	Included
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X3E	Electronic-Locking w/3.73 Axle Ratio	\$392.00	\$430.00
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Item X. 6.

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front cupholder
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer

Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest with storage
 Leather Upholstery: vinyl front seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Shift Knob Trim: urethane shift knob
 Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: Effingham County Board of Commissioners
Bruton, Alison

Date 11/22/2023
AE/AM KW0/OJB

Unit #

Year 2023 **Make** Ford **Model** F-250

Series XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW

Vehicle Order Type In-Stock **Term** 60 **State** GA **Customer#** 505556

\$ 65,835.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>7.0000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 400.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Public Works
Exterior Color (0 P) Oxford White
Interior Color (0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type Government
GVWR 0

\$ 66,235.00	Total Capitalized Amount (Delivered Price)
\$ 894.17	Depreciation Reserve @ <u>1.3500%</u>
\$ 377.12	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,271.29	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 58.42	Full Maintenance Program ³ Contract Miles <u>60,000</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 58.42 Additional Services SubTotal

\$ 0.00 Sales Tax 0.0000% **State** .

\$ 1,329.71 Total Monthly Rental Including Additional Services

\$ 12,584.80	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

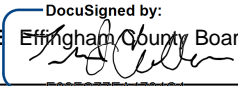
Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Effingham County Board of Commissioners
BY 
E02FC77EA4794C4...

TITLE County Manager

DATE November 22, 2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - Knapheide Service Body Model 696j	C	\$ 15,000.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 15,000.00
Aftermarket Equipment Total		\$ 15,000.00

Other Totals

Description	(B)illed or (C)apped	Price
Transport	C	\$ 400.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 400.00
Other Charges Total		\$ 400.00

VEHICLE INFORMATION:

2023 Ford F-250 XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W2A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,562	\$47,960.00
Total Options	\$747.00	\$820.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$48,304.00	\$50,775.00

SELECTED COLOR:

Exterior:

Z1-(0 P) Oxford White

Interior:

AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
176WB	176" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66S	Upfitter Switches (6)	\$150.00	\$165.00
67D	190 Amp Alternator	NC	NC
96V	XL Chrome Package	\$205.00	\$225.00
96VBOX	BoxLink	Included	Included
96VFBP	Chrome Front Bumper	Included	Included
96VFOG	Halogen Fog Lamps	Included	Included
96VHUB	Bright Chrome Hub Covers & Center Ornaments	Included	Included
96VRBP	Chrome Rear Step Bumper	Included	Included
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X3E	Electronic-Locking w/3.73 Axle Ratio	\$392.00	\$430.00
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Item X. 6.

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer

Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Height Adjustable Seatbelts: height adjustable front seatbelts
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest with storage
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-up cushion
 Leather Upholstery: vinyl front and rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Shift Knob Trim: urethane shift knob
 Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Item X. 6.

Prepared For: Effingham County Board of Commissioners
Bruton, Alison

Date 11/22/2023
AE/AM KW0/OJB

Unit #

Year 2023 **Make** Ford **Model** F-250

Series XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW

Vehicle Order Type In-Stock **Term** 60 **State** GA **Customer#** 505556

\$ 65,735.99	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>7.0000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 400.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Public Works
Exterior Color (0 P) Oxford White
Interior Color (0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type Government
GVWR 0

\$ 66,135.99	Total Capitalized Amount (Delivered Price)
\$ 892.84	Depreciation Reserve @ <u>1.3500%</u>
\$ 376.56	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,269.40	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 58.42	Full Maintenance Program ³ Contract Miles <u>60,000</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00 Sales Tax 0.0000% **State** .

Total Monthly Rental Including Additional Services

\$ 12,565.59	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

DocuSigned by:

LESSEE Effingham County Board of Commissioners
BY **TITLE** County Manager

DATE November 22, 2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Service/Utility - Knapheide Service Body	C	\$ 15,000.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 15,000.00
Aftermarket Equipment Total		\$ 15,000.00

Other Totals

Description	(B)illed or (C)apped	Price
Transport	C	\$ 400.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 400.00
Other Charges Total		\$ 400.00

VEHICLE INFORMATION:

2023 Ford F-250 XL 4x2 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W2A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$45,562	\$47,960.00
Total Options	\$747.00	\$820.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$48,304.00	\$50,775.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White
 Interior: AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

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44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
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64A	Wheels: 17" Argent Painted Steel	Included	Included
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67D	190 Amp Alternator	NC	NC
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96VBOX	BoxLink	Included	Included
96VFBP	Chrome Front Bumper	Included	Included
96VFOG	Halogen Fog Lamps	Included	Included
96VHUB	Bright Chrome Hub Covers & Center Ornaments	Included	Included
96VRBP	Chrome Rear Step Bumper	Included	Included
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X3E	Electronic-Locking w/3.73 Axle Ratio	\$392.00	\$430.00
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CONFIGURED FEATURES:

Item X. 6.

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Rear Cargo Door Type: tailgate
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Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

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radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer

Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Height Adjustable Seatbelts: height adjustable front seatbelts
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest with storage
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-up cushion
 Leather Upholstery: vinyl front and rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Shift Knob Trim: urethane shift knob
 Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Item X. 6.

Staff Report

Subject: ACCG's Employee Safety Grant Program Grant Award
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 12/5/23
Item Description: Consideration to accept a grant award from ACCG's Employee Safety Grant Program.

Summary Recommendation:

Staff recommends approval to accept a grant award from ACCG's Employee Safety Grant Program.

Executive Summary:

The Employee Safety Grant Program was created by the ACCG-Group Self-Insurance Workers' Compensation Fund Board of Trustees to provide financial assistance to Fund members for the purpose of reducing employees' injuries through additional training, equipment or services. The funding will be used to help Effingham County in its continuing efforts of embracing a safety culture to prevent workplace injuries and illnesses, to improve compliance with laws and regulations and reduce cost, including significant reductions in workers' compensation premiums.

The Human Resources department will use the funding for safety items and training.

Background:

1. This is a reimbursement grant.
2. The awarded funding amount is \$7,945.20.
3. There is no cost share requirement.

Alternatives for Commission to Consider:

1. Approve ACCG's Employee Safety Grant Program award.
2. Do not approve ACCG's Employee Safety Grant Program award.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve ACCG's Employee Safety Grant Program award.

Other Alternatives:

N/A

Department Review: *(list departments)*

Human Resources, Finance

Funding Source:

No cost share requirement.

Attachments:

ACCG's Employee Safety Grant Program Award Letter



191 Peachtree Street NE
Suite 700
Atlanta, Georgia 30303
p 800.858.2224
f 404.522.1897
accg.org

Item X. 7.

October 20, 2023

Ms. Sarah Mausolf, H R Director
Effingham County
804 South Laurel Street
Springfield, GA 31329

Re: ACCG-GSIWCF 2023 Employee Safety Grant Program

Dear Sarah:

Congratulations!

ACCG, Georgia's County Association, is pleased to announce that Effingham County has been awarded an *Employee Safety Grant* in the amount of **\$7,945.20** from the ACCG – Group Self-Insurance Workers' Compensation Fund (ACCG-GSIWCF). These funds have been provided to your organization for the purchase of specific safety equipment and/or safety training noted on your application.

Funding for the *Employee Safety Grant Program* is made possible by the ACCG-GSIWCF Board of Trustees. The intent of the *Employee Safety Grant* is to reward and aid the members of ACCG-GSIWCF that are willing to make significant efforts to provide a safe workplace for their elected officials, employees and volunteers. Effingham County's commitment to a safe work environment is appreciated, since everyone benefits when on-the-job injuries are reduced. Leadership's support and the Safety Coordinator's efforts are key to having a healthy safety culture.

A press release has been enclosed that can be used to notify your local media. If you have any questions or comments regarding the *Employee Safety Grant* or any of the ACCG Insurance Programs, please feel free to contact me at (404) 589-7828.

Sincerely,

Ashley H. Abercrombie, CPCU
Director of Property & Casualty Programs

cc: The Honorable Wesley Corbitt, Chairman
Ms. Stephanie Johnson, Clerk
Mr. Dan Beck, Director of Local Government Risk Management Services

Staff Report

Subject: Georgia Trauma Commission EMS Trauma Related Equipment Grant

Author: Mark W. Barnes, Finance Director

Department: Finance Department

Meeting Date: 12/5/23

Item Description: Consideration for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Georgia Trauma Commission (GTC) EMS Trauma Related Equipment Grant.

Summary Recommendation:

Staff is requesting approval for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Georgia Trauma Commission (GTC) EMS Trauma Related Equipment Grant.

Executive Summary:

The Georgia Trauma Commission (GTC) is offering a grant award opportunity for the FY 2024 funding cycle to purchase trauma-related equipment to equip 911-response ambulances. The EMS Committee of the GTC approved a total allocation of \$1,123,932.44 for this grant. The Department of Public Health, Office of EMS and Trauma (DPH OEMST) determines the vehicle counts per 911-zone provider. The FY 2024 total vehicle count is 1,508, which will provide up to \$745.31, per ambulance (Attachment D).

Effingham County EMS has 11 eligible ambulances. The EMS department will be using the funds to purchase trauma-related equipment in accordance with the attached application documents.

Background:

1. The grant award amount is \$8,198.45.
2. This is a reimbursement grant.
3. There is no cost share requirement.

Alternatives for Commission to Consider:

1. Approve for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, GTC EMS Trauma Related Equipment Grant.
2. Do not approve for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, GTC EMS Trauma Related Equipment Grant.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, GTC EMS Trauma Related Equipment Grant.

Other Alternatives:

N/A

Department Review: *(list departments)*

Effingham County EMS

Funding Source:

No cost share requirement

Attachments:

EMS Trauma Related Equipment Grant Application Information and Award Letter



GEORGIA TRAUMA COMMISSION

Item X. 8.

October 1, 2023

Notice of Grant Awards for EMS Trauma-Related Equipment for FY 2024 GTCNC Budget

The Georgia Trauma Commission (GTC) is offering a grant award opportunity for the FY 2024 funding cycle to purchase trauma-related equipment to equip 911-response ambulances. The EMS Committee of the GTC approved a total allocation of **\$1,123,932.44** for this grant. The Department of Public Health, Office of EMS and Trauma (DPH OEMST) determines the vehicle counts per 911-zone provider. The FY 2024 total vehicle count is **1,508**, which will provide up to **\$745.31**, per ambulance (Attachment D). If you observe a discrepancy in the number of 911 ambulances for your agency, please advise us, and we will coordinate with DPH OEMST and the GTC EMS Committee and may be able to adjust the counts in future grant opportunities.

Funds must be used by the GRANTEE to purchase equipment on one or more of the following GTC EMS Committee-approved lists (Attachment C): 1. GTC EMS Committee-approved list; 2. Georgia DPH OEMST ground ambulance vehicle inspection form (v2.00 08/01/2022); 3. 2020 Joint Position Statement.

Completed grant applications (Attachment A) must be submitted, along with a notarized affidavit (Attachment B), to gtcbusinessops@gtc.ga.gov on or before **October 31, 2023**. Applications received after this date will be returned to the sender. The GTC will submit Approved applications to the Georgia Department of Public Health Accounts Payable. Grantees should receive payment before 30 November 2023. During the course of the grant cycle, the GTC will notify agencies of their grant application status (receipt of application, approval for payment, and final payment details).

We look forward to serving the EMS community with this grant award opportunity. If you have any questions, please feel free to contact the GTC office at 706-841-2800.

Sincerely,

Elizabeth Atkins

Elizabeth V. Atkins, MSN, RN, TCRN
Executive Director, Georgia Trauma Care Network Commission
706-841-2800 | elizabeth.atkins@gtc.ga.gov

Enclosures: Attachments A, B, C, and D



GEORGIA TRAUMA COMMISSION

GEORGIA TRAUMA COMMISSION EMS TRAUMA-RELATED EQUIPMENT GRANT APPLICATION FORM			
Name of Grant: FY 2024 EMS GTCNC EMS Trauma Related Equipment Grant			
Applying Organization Legal Name:			
Doing Business As "DBA" (if differs from Legal Name):			
Mailing Address:			
Payment Address*: <i>*Address must be verified & approved by State of Georgia.</i>			
City:	State:	ZIP Code:	County:
Phone:	Fax:	E-mail:	
Federal Tax ID Number:			
GA EMS Provider License Number:			
EMS DIRECTOR OF APPLYING ORGANIZATION			
Name/Title:			
Phone:		E-mail:	
CONTACT FOR FURTHER INFORMATION ON APPLICATION (If Different from Person(s) listed above)			
Name/Title:			
Phone:		E-mail:	
Please answer each question:			
QUESTION	ANSWER FIELD		
Is the original signed and notarized affidavit listing and affirming all seven (7) conditions detailed in Attachment B and on the Applying Organization's letterhead included in this completed application?	Yes_____ No_____		
Does the Applying Organization understand and agree to comply with the eligible equipment parameters detailed in Attachment B of the grant documents?	Yes_____ No_____		
Total number of licensed ambulances for applying organization?	Total Number: _____		
Number of "peak demand staffed" 911 response ambulances for this 911 zone? <i>Peak Demand Staffed: The peak number of ambulances that are scheduled and staffed on a consistent basis.</i>	"Peak Demand Staffed" Number: _____		
For which county is the Applying Organization requesting funds? <i>*A separate application is required for each county</i>	County: _____		
<i>I certify the information contained in the submitted application is true and accurate to the best of my knowledge and that I have submitted this application on behalf of the Applying Organization.</i>			
SIGNATURE:	TITLE:		DATE:

Item X. 8.

Item(s) Purchased	Number of Units Purchased	Cost of Each Unit	Total Cost
Total Cost of All Items Purchased			

- 122

6. Applying organization agrees to make available, at all reasonable times during FY 2024, the records for inspection or audit by a duly authorized representative appointed by the Commission or the Georgia State Auditor.
7. Applying organization shall preserve and make available its records for a period of five (5) years from the date of final payment under this agreement or for such period (if any) as is required by applicable statute.

AFFIDAVIT OF AUTHORIZED AGENT

Personally appeared before me, the undersigned officer duly authorized to administer oaths, the affiant, after being duly sworn, stated under oath as follows:

1. THAT the affiant is the Authorized Agent for the Applying Organization, is over the age of eighteen years, and has personal knowledge of the facts contained in this Affidavit.
2. THAT the Applying Organization is the zoned 911 provider in the County for which grant funds are requested.
3. THAT the Applying Organization understands that peak staffed 911 response ambulance means the peak number of ambulances that are scheduled and staffed on a consistent basis.

Signature of Affiant Date: _____

State of Georgia

County of _____

Signed and sworn to (or affirmed) before me on _____

Date

by _____,

Printed name(s) of individual(s) making statement

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

____ Personally Known or

____ Produced Identification

Type of ID _____

Signature of notary public

(Name of notary, typed, stamped or printed)

Notary Public State of Georgia

My commission expires: _____

Stamp/Seal



GEORGIA TRAUMA COMMISSION

EMS Trauma Care Related Equipment Grant

Revised 8/25/23

Adult and Pediatric Airway head mannequins
 Ambulance Child Restraint devices
 Apple iPad
 Automatic Chest Compression System
 Bariatric Ambulance Ramp
 Batteries and Battery Chargers-for cardiac monitors, stretchers, two-way radios, and the like
 Blood Cooling Devices
 Blood Temperature Monitor
 Blood Warming Tube
 Combi Extrication Tool
 Commercial Washing Machine
 Commercially made Chest Decompression Needles
 Commercially made Eye Irrigation Devices
 Commercially made Pelvic Stabilization Devices
 Commercially made Tourniquet Devices
 Disposable CPAP units
 Driving Simulator
 Eject Helmet Removal System
 Emergency Cricothyrotomy Kit (non-surgical crico kit)
 External Blood Clotting Supplies
 Impedance Threshold devices (ITD)
 Infusion Pumps
 Intraosseous Supplies Capnography
 Image Trent Kno2 Software
 IV Warmers
 Jump Bags
 Laptop/Toughbooks
 Motorola Minitor VI Pagers
 Narcotics Lock Box
 Portable, lightweight, patient lifting device (Binder Lift)
 Pressure infusion bags
 Pulse oximeters and probes
 Replacement AVLS Antennae
 Rescue Advanced Life Support Skill Mannequin Trainer
 Rescue/Evacuation Litter
 Resuscitation Items
 Scoop Stretcher
 Stair Chair
 Tablets
 Thermometers
 Transport Ventilator
 Two-way Radios
 Utility Terrain Vehicle
 Video Laryngoscopy Rescue/Evacuation Litter



Recommended Essential Equipment for Basic Life Support and Advanced Life Support Ground Ambulances 2020: A Joint Position Statement

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RECOMMENDED ESSENTIAL EQUIPMENT FOR BASIC LIFE SUPPORT AND ADVANCED LIFE SUPPORT GROUND AMBULANCES 2020: A JOINT POSITION STATEMENT

John Lyng, MD, NRP, Kathleen Adelgais, MD, MPH, Rachael Alter, BA, Justin Beal, PHRN,
Bruce Chung, MD, Toni Gross, MD, Marc Minkler, BS, NRP, Brian Moore, MD, Tim
Stebbins, MD, Sam Vance, MHA, EMT-P, Ken Williams, MD, Allen Yee, MD

ABSTRACT

In continued support of establishing and maintaining a foundation for standards of care, our organizations remain committed to periodic review and revision of this position statement. This latest revision was created based on a structured review of the *National Model EMS Clinical Guidelines Version 2.2* in order to identify the equipment items necessary to deliver the care defined by those guidelines. In addition, in order to ensure congruity with national definitions of provider scope of practice, the list is differentiated into BLS and ALS levels of service utilizing the National Scope of Practice-defined levels of Emergency Medical Responder (EMR) and Emergency Medical Technician (EMT) as BLS, and Advanced EMT (AEMT) and Paramedic as ALS. Equipment items listed within each category were cross-checked against recommended scopes of practice for each level in order to ensure they were appropriately dichotomized to BLS or ALS levels of care. Some items may be considered optional at the local level as determined by agency-defined scope of practice and applicable clinical guidelines. In addition to the items included in this position statement our organizations agree that all EMS service programs should carry equipment and supplies in quantities as determined by the medical director and appropriate to the agency's level of care and available certified EMS personnel and as established in the agency's approved protocols. **Key words:** EMS; equipment; ambulance; ALS; BLS

PREHOSPITAL EMERGENCY CARE 2021;00:000–000

Received January 30, 2021 from National Association of EMS Physicians (NAEMSP), Overland Park, Kansas (JL, TG, TS); American Academy of Pediatrics (AAP), Itasca, Illinois (BM); American College of Surgeons Committee on Trauma (ACS-COT), Chicago, Illinois (BC); Emergency Medical Services for Children Innovation and Improvement Center (EIIC) (KA, RA, SV); Emergency Nurses Association (ENA), Schaumburg, Illinois (JB); National Association of State EMS Officials (NASEMSO) (MM, KW). Accepted for publication February 1, 2021.

Address correspondence to John Lyng, MD, FAEMS, FACEP, NRP National Association of EMS Physicians®, 4400 College Blvd Suite 220, Overland Park, KS 66211. E-mail: jlyngmd@gmail.com

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INTRODUCTION

The National Association of EMS Physicians along with these coauthoring associations: American Academy of Pediatrics, American College of Surgeons Committee on Trauma, EMS for Children Innovation and Improvement Center, Emergency Nurses Association, and National Association of State EMS Officials, and as also endorsed by the National Association of Emergency Medical Technicians, believe that the delivery of high-quality and effective EMS care is dependent on several factors, including but not limited to the presence of:

- providers who have been credentialed to ensure they demonstrate appropriate cognitive knowledge, affective ability, psychomotor skills, and critical thinking (1)
- clinical protocols or guidelines that are supported by the best available scientific evidence
- equipment and supplies necessary to deliver appropriate care as directed by clinical protocols/guidelines for patients of all ages

Several documents, including previous versions of this joint position paper, the *National Model EMS Clinical Guidelines Version 2.2*, the *2018 National EMS Scope of Practice Model*, the *Clinical Credentialing of EMS Providers*, *Physician Oversight of Pediatric Care in Emergency Medical Services*, *Pediatric Readiness in Emergency Medical Services Systems*, and core performance measures from the U.S. Dept of Health and Human Services Health Resources and Services Administration EMS for Children (EMSC) Program have been developed to lay the foundation of several of the concepts noted above (1–9).

Ensuring that EMS providers are properly equipped to perform their clinical duties is an important function of oversight in EMS systems. In the past this regulatory oversight has been based on the publication of minimum recommended equipment standards, including prior versions of this document (2–4). These efforts have attempted to provide a listing of the minimum items recommended for Basic Life Support (BLS) and Advanced Life Support (ALS) ground ambulances.

The field of EMS medicine continues to evolve and the *EMS Scope of Practice Model* continues to undergo important longitudinal revisions, reflecting ongoing

improvements in clinical technology and practice (5). In effect, these advancements have caused many interventions, once limited to the scope of advanced providers, to begin transitioning into the scope of basic providers. Additionally, interventions that were once considered outside the scope of EMS medicine continue to find appropriate places in the EMS setting of care. These contemporary updates make the delivery of EMS-based interventions safer and easier for EMS providers to perform.

In 2019 our organizations undertook a review and revision of the 2014 version of this joint position statement. Part of this revision process also included review of equipment lists established by individual state/territory rules and statutes for all 56 U.S. states and territories. Our review identified that portions of either the 2014 document and/or state/territory-level equipment lists required items that:

- are no longer clinically recommended because they have been demonstrated to be either harmful, lacking efficacy, or have been replaced by clinically superior options. [ex: Military Anti Shock Trousers (MAST), syrup of ipecac];
- are no longer correctly dichotomized to BLS vs ALS levels of care [ex: CPAP, nebulized medications];
- fail to include equipment that evidence-based guidelines suggest should be available on ground ambulances [ex: Commercial arterial tourniquets are currently lacking on 29 state/territory lists]; and that
- require arbitrary quantities of items.

Establishing recommended equipment standards has value in helping build consistency across the EMS system of care. Documents such as this can be used to help guide both agency leadership and frontline staff in evaluating whether their agency is properly equipped to provide care that meets recommended community requirements. However, the process of creating and revising rules, statutes, and other legislative mechanisms at the state level of government is often onerous, time consuming, and can sometimes have unpredictable results and generate unintended consequences.

Our review of existing state and territory EMS equipment regulations showed that 39 states and territories had statutory EMS equipment lists that were more than five years old. Equipment lists should serve to facilitate advances in the delivery of quality and cost-effective EMS care, not to create a barrier to EMS system improvement and development. In light of this, we offer the following recommendation to governmental entities with jurisdiction involving the practice of EMS medicine—

Ensure that legislative and/or administrative mechanisms that establish equipment standards for ground ambulances:

- *avoid requiring arbitrary minimum amounts of equipment list items;*

- *reflect expert and evidence-based recommendations such as those provided in this document;*
- *undergo review and updates at intervals not to exceed five years;*
- *do not create unnecessary barriers to implementation of new technology at the local level;*
- *allow for flexibility and adaptability in order to make rapid unplanned changes in response to unpredicted equipment or medication shortages affecting local EMS agencies; and*
- *reinforce that all EMS agencies should carry the age-appropriate equipment, supplies, and medications necessary for their clinical providers to effectively carry out patient care as defined by the clinical protocols and guidelines that are applicable to each agency.*

It cannot be overemphasized that the mere presence of certain pieces of equipment on an ambulance does not equate to individual EMS provider competence in the use of that equipment or to an EMS program's practice of high-quality and effective EMS medicine. In addition to establishing minimum equipment standards we also recommend that states consider establishing standards requiring local EMS agencies to demonstrate that their EMS providers are competent in their use of the equipment and supplies necessary to administer care within their scope of practice as defined or allowed by locally applicable clinical protocols or guidelines. Such assessment of provider competency in use of equipment has been established as a key component of EMS readiness in the joint position paper, *Pediatric Readiness in Emergency Medical Services Systems*, and also as a core performance measure by the U.S. Dept of Health and Human Services Health Resources and Services Administration through its EMS for Children (EMSC) Program (8, 9).

Furthermore, though the implementation of equipment lists at the state level is an important level of system oversight, it remains critically important that EMS agency medical directors evaluate that the equipment available on their agency's ambulances is appropriate for the delivery of care and transport of both pediatric and adult patients in their service area. Each agency's physician medical director should have direct involvement in the selection, approval, and deployment of the devices each agency chooses to fulfill both the clinical and regulatory equipment requirements that are germane to their agency.

In continued support of establishing and maintaining a foundation for standards of care, our organizations remain committed to periodic review and revision of this position statement. This latest revision was created based on a structured review

of the *National Model EMS Clinical Guidelines Version 2.2* in order to identify the equipment items necessary to deliver the care defined by those guidelines (6). In addition, in order to ensure congruity with national definitions of provider scope of practice, the list is differentiated into BLS and ALS levels of service utilizing the *National Scope of Practice*-defined levels of Emergency Medical Responder (EMR) and Emergency Medical Technician (EMT) as BLS, and Advanced EMT (AEMT) and Paramedic as ALS (5). Equipment items listed within each category were cross-checked against recommended scopes of practice for each level in order to ensure they were appropriately dichotomized to BLS or ALS levels of care. Some items may be considered optional at the local level as determined by agency-defined scope of practice and applicable clinical guidelines.

In addition to the items included in this position statement our organizations agree that, as modeled in the Iowa Administrative Code, “all EMS service programs shall carry equipment and supplies in quantities as determined by the medical director and appropriate to the agency’s level of care and available certified EMS personnel and as established in the agency’s approved protocols.” (10)

Finally, in addition to taking steps to determine that appropriate equipment is routinely available and that EMS providers are competent in using this equipment, our organizations also recommend that all EMS agencies include in their routine quality assurance practices efforts to evaluate that:

- their EMS providers are outfitted with all of the equipment necessary for them to perform clinical care;
- all equipment and supplies undergo appropriate preventative maintenance and routine function checks; and that
- malfunctioning or missing equipment issues are rapidly mitigated in order to preserve readiness to respond and provide patient care continuously.

LIST OF RECOMMENDED ESSENTIAL EQUIPMENT FOR BASIC LIFE SUPPORT AND ADVANCED LIFE SUPPORT GROUND AMBULANCES, 2020

General Principles

This document is intended to represent minimum essential equipment recommendations and should not be used to limit the addition of items to a service’s repertoire. Carriage of items that supplement those listed herein should be based on local clinical

and operational needs, including the needs of specialty transport teams, and should be left to the discretion of the physician medical director and other agency administrative and operational officers.

- a. Equipment should always be appropriate for the size/age of patients. Availability and use of appropriate pediatric-sized equipment is necessary, not discretionary.
 - Adult-sized items should not be substituted or adapted for use on pediatric patients except where available pediatric-focused equipment has malfunctioned and where failure to provide further intervention by adapting an adult device for pediatric use would result in serious harm to the pediatric patient.
- b. Several items that were included in previous versions of this list, including items previously listed as “optional,” are not included in this revision. Their absence from this list demonstrates lack of sufficient evidence to support inclusion of these items universally for all BLS and/or ALS ground ambulances but should not be interpreted to mean that such items should not be carried on *any* BLS and/or ALS ground ambulance. Local clinical protocols and scope of practice may dictate that such items are prudent and proper to carry.
- c. Evidence supporting inclusion of specific items in this recommended equipment list is cited where available.
- d. Certain items are included in this list based on sound judgment and logic (i.e. “portable reusable light source”) rather than based on the presence of supporting evidence.
- e. Several items were identified on review of existing state/territory equipment lists or in previous versions of this document that should no longer be carried on ground ambulances due to evidence of harm or proven lack of efficacy. These items have been identified in a section that is new in this revision of this joint position paper.
- f. Equipment specifications exist for several items contained in this document. The sources for those specifications are cited.
- g. Latex-free items should be utilized whenever possible/practical.
- h. Specific medication recommendations have been removed from this recommended equipment list due to the following:
 - The diversity of clinical protocols across the U.S., even across the same echelons of care, precludes development of an appropriately brief but comprehensive recommended medication list;
 - The frequency and unpredictable nature of medication shortages requiring frequent and rapid revision to local medication supplies preclude the development of a recommended medication list that would remain germane on a daily basis; and
 - The variability in the availability and use of therapeutic alternatives across EMS agencies precludes development of an appropriately brief but comprehensive recommended medication list.

CATEGORY	BASIC LIFE SUPPORT (BLS) All ages		ADVANCED LIFE SUPPORT (ALS) (All BLS equipment PLUS the following) All ages	
	Adult-specific	Pediatric-specific	Adult-specific	Pediatric-specific
Airway, Ventilation, and Oxygenation	<ul style="list-style-type: none"> Oxygen supply, portable and on-board Devices capable of delivering oxygen in a titratable manner through nasal, partial face, or full-face mask routes in sizes to fit neonates through adults Oropharyngeal airways in sizes to fit neonates to adults Nasopharyngeal airways in sizes to fit neonates to adults Manual and/or powered suction device(s) with rigid oral and flexible pharyngeal/tracheal suction catheters in sizes to fit neonates to adults A device capable of providing non-invasive positive pressure ventilation (NIPPV) Self-inflating manual ventilation devices and masks to fit neonates to adults [11] [12] 		<ul style="list-style-type: none"> Direct and/or Video laryngoscopy equipment appropriate for neonates to adults^a Magill forceps Supraglottic airways in sizes to fit neonates to adults^b 	
Bleeding, Hemorrhage Control, Shock Management, and Wound Care	<ul style="list-style-type: none"> Commercial arterial tourniquets Wound packing material^c Gauze sponges Adhesive bandages Adhesive tape Occlusive dressing (aka “chest seal”) Fluid for irrigation of wounds 		ADULT SPECIFIC <ul style="list-style-type: none"> Chest Decompression needles 14g or larger diameter, minimum length 3.25 inches (8.25cm) or commercial chest decompression device [13] [14] [15] [16] [17] [18] [19] 	PEDIATRIC SPECIFIC <ul style="list-style-type: none"> Chest Decompression needles: <ul style="list-style-type: none"> 14g diameter, maximum length 1.5 inches (3.8 cm) for patients less than 56 inches (144 cm) long [20] 23g diameter, maximum length 0.75 inches (2cm) for newborns
Cardiovascular & Circulation Care	<ul style="list-style-type: none"> Automatic External Defibrillator (AED) with adult and pediatric or combination pads 		<ul style="list-style-type: none"> A device capable of performing automatic and/or manual defibrillation, cardiac rhythm monitoring (in at least three leads), 12 lead ECG acquisition, and transcutaneous pacing 	
Diagnostic Tools	<ul style="list-style-type: none"> Glucometer Pulse Oximeter with sensors to fit neonates to adults Stethoscope Blood Pressure Cuffs in sizes to fit neonates to adults Thermometer 		<ul style="list-style-type: none"> Continuous waveform capnography 	

(Continued)

CATEGORY	BASIC LIFE SUPPORT (BLS) All ages		ADVANCED LIFE SUPPORT (ALS) (All BLS equipment PLUS the following) All ages	
	Adult-specific	Pediatric-specific	Adult-specific	Pediatric-specific
Infection Control	<ul style="list-style-type: none"> Items necessary for Universal & Standard Precautions [21] <ul style="list-style-type: none"> Waterless hand cleanser Sharps container Supplies for collection or absorption of patient vomit, urine, and/or feces Biohazardous materials collection bags Products appropriate for cleaning and disinfecting surfaces and equipment Items necessary for the following Transmission-based Precautions [22] [23] [24]: <ul style="list-style-type: none"> <u>Contact precautions</u>: examination gloves, eye protection, gowns <u>Droplet precautions</u>: surgical masks and eye protection <u>Airborne precautions</u>: N95 facemasks in provider-appropriate sizes AND eye protection OR Powered Air-Purifying Respirator (PAPR) General trash collection bags 		No additional ALS recommendations	
Medications	<ul style="list-style-type: none"> Medications that are germane to approved agency BLS protocols 		<ul style="list-style-type: none"> Medications that are germane to approved agency ALS (and/or higher level) protocols 	
Medication Delivery and Vascular Access	<ul style="list-style-type: none"> Devices and supplies needed to administer medications via routes (Oral, Inhaled, Intramuscular, Intranasal) included in locally approved scope of practice and locally applicable protocol(s) and in sizes to fit neonates to adults Supplies for application of antiseptic to skin 		<ul style="list-style-type: none"> Devices and supplies needed to administer medications via routes (Oral, Inhaled, Intramuscular, Intranasal, Intravenous, Intraosseous) included in locally approved scope of practice and locally applicable protocol(s) in sizes to fit neonates to adults Isotonic crystalloid fluids and administration tubing capable of adjustable fluid delivery rate A device to provide pressure infusion of IV fluids 	
	PEDIATRIC SPECIFIC <ul style="list-style-type: none"> Tools that provide pre-calculated weight-based dosing and preclude the need for calculation by EMS providers can reduce dosing errors. [25] 		PEDIATRIC SPECIFIC <ul style="list-style-type: none"> A device suitable for administering a fluid bolus to pediatric patients that limits risk for inadvertent over-administration of fluid 	

(Continued)

CATEGORY	BASIC LIFE SUPPORT (BLS) All ages		ADVANCED LIFE SUPPORT (ALS) (All BLS equipment PLUS the following) All ages	
	Adult-specific	Pediatric-specific	Adult-specific	Pediatric-specific
Neonatal Care		PEDIATRIC SPECIFIC Newborn delivery supplies: <ul style="list-style-type: none"> • 2 umbilical cord clamps • Tool for cutting umbilical cord • Bulb suction • Infant head cover • Towels • Blanket • Gauze dressings • Material or device intended to maintain body temperature 	No additional ALS recommendations	
Orthopedic Injury Care	<ul style="list-style-type: none"> • Splinting material or commercial devices for immobilization of orthopedic extremity injuries including but not limited to: <ul style="list-style-type: none"> • Femoral splinting materials which may include either simple non-traction devices or devices that provide femoral traction.^d [26] [27] • Pelvic splinting materials which may include either a commercial pelvic circumferential compression device (PCCD) designed specifically to splint the pelvis, or a dedicated bedsheet and towel clips to perform circumferential pelvic antishock sheeting [28] [29] [30] [31] [32] • Cold packs • Elastic bandages 		No additional ALS recommendations	
Patient Packaging, Evacuation, and Transport	<ul style="list-style-type: none"> • Extrication board/device^e [33] • Materials or devices that can be utilized to provide spinal motion restriction of the cervical, thoracic, and lumbar spine for neonates to adults • Portable stretcher or litter • Collapsible “stair chair” • Wheeled multi-level gurney 		No additional ALS recommendations	
		PEDIATRIC SPECIFIC <ul style="list-style-type: none"> • Pediatric-specific restraint system or age/size-appropriate car safety seat⁶ [34] [35] 		

(Continued)

CATEGORY	BASIC LIFE SUPPORT (BLS) All ages		ADVANCED LIFE SUPPORT (ALS) (All BLS equipment PLUS the following) All ages	
	Adult-specific	Pediatric-specific	Adult-specific	Pediatric-specific
Safety	<ul style="list-style-type: none"> • Fire Extinguisher (5lb ABC) [36] • ANSI Class 2 or 3 reflective vest or outerwear [37] • Impact-resistant eye protection (ANSI Z87.1) [38] • Nonflammable reflective and/or illuminated roadside warning devices • Portable reusable light source 		No additional ALS recommendations	
Temperature Management and Heat-loss Prevention	<ul style="list-style-type: none"> • Blankets • Towels • Heat packs 		No additional ALS recommendations	
Miscellaneous items	<ul style="list-style-type: none"> • Bandage/trauma shears • A device that allows for two-way communication between the field and EMS communications/dispatch centers, direct medical control, and receiving hospitals • Triage Marking System (colored tape, tags, or other system) that is interoperable with other local healthcare system entities and that follows recommendations from the U.S. Dept of Health and Human Services Assistant Secretary for Preparedness and Response (ASPR) [39] 		No additional ALS recommendations	

Items that should no longer be carried on BLS or ALS ground ambulances due to evidence of harm or proven lack of clinical efficacy

- Military Antishock Trousers (MAST), aka Pneumatic Antishock Garment (PASG) [40]
- Syrup of Ipecac [41]

^aLaryngoscopy equipment is included to facilitate ALS provider identification and mechanical removal of upper airway foreign bodies using Magill forceps, regardless of whether the ALS agency includes pediatric or adult endotracheal intubation within their ALS provider scope of practice.

^bDepending on locally approved scope of practice and locally applicable protocol(s) other invasive airways (endotracheal tubes, needle or surgical cricothyrotomy supplies) may also be carried but are not recommended to be universally required on all ALS ground ambulances.

^cWound packing material may include plain gauze and/or hemostatic dressings.

^dTraction is not a necessary or required element of prehospital stabilization of suspected femur fracture(s) and is often contraindicated [26] [27].

^eDevices used for extrication, such as backboards, should not be used for transport. Whenever feasible, patients should be removed from extrication devices prior to transport. Spinal Motion Restriction can be maintained by securing the patient to the transport stretcher. [33].

^fRestraint devices should meet applicable crash-testing standards, as they are developed and published, and should appropriately meet individual patient weight, length, and developmental status needs [34] [35]

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ATTACHMENT D

Item X. 8.

Region	Agency Name	County	FY 2024 Ambulance Count	FY 2024 GTCNC Award Amount
1	Ambucare, LLC	Haralson	7	\$ 5,217.19
1	Metro Atlanta	Bartow	11	\$ 8,198.45
1	Bartow County Fire	Bartow	2	\$ 1,490.63
1	Puckett EMS	Catoosa	5	\$ 3,726.57
1	Atrium Floyd EMS	Chattooga	5	\$ 3,726.57
1	Cherokee County Emergency Services	Cherokee	25	\$ 18,632.83
1	Dade County EMS	Dade	5	\$ 3,726.57
1	CHI Memorial Hospital EMS	Dade	2	\$ 1,490.63
1	Fannin County Fire and EMS	Fannin	7	\$ 5,217.19
1	Atrium Floyd Emergency Medical Services	Floyd	19	\$ 14,160.95
1	Redmond Regional EMS	Floyd	13	\$ 9,689.07
1	Gilmer County Fire and EMS	Gilmer	6	\$ 4,471.88
1	Gordon County Ambulance-Adventist	Gordon	9	\$ 6,707.82
1	Adventist Health	Murray	7	\$ 5,217.19
1	Metro Atlanta	Paulding	11	\$ 8,198.45
1	Pickens County EMS	Pickens	8	\$ 5,962.51
1	Redmond Regional EMS	Polk	6	\$ 4,471.88
1	Walker County Fire	Walker	1	\$ 745.31
1	CHI Memorial Hospital EMS	Walker	10	\$ 7,453.13
1	Hamilton EMS	Whitfield	13	\$ 9,689.07
2	Banks County Fire and EMS	Banks	7	\$ 5,217.19
2	Central Emergency Med Services Inc	Forsyth	10	\$ 7,453.13
2	Dawson County Emergency Services	Dawson	7	\$ 5,217.19
2	Forsyth County EMS	Forsyth	1	\$ 745.31
2	Franklin County EMS	Franklin	7	\$ 5,217.19
2	Habersham County EMS	Habersham	10	\$ 7,453.13
2	Hall County Fire Services	Hall	22	\$ 16,396.89
2	Hart County EMS	Hart	9	\$ 6,707.82
2	Lumpkin County Emergency Services	Lumpkin	7	\$ 5,217.19
2	Rabun County EMS	Rabun	8	\$ 5,962.51
2	Stephens County Emergency Medical Services	Stephens	6	\$ 4,471.88
2	Towns County EMS	Towns	5	\$ 3,726.57
2	Union County EMS	Union	7	\$ 5,217.19
2	Northeast Georgia Physicians Group, INC	White	6	\$ 4,471.88
3	Atlanta Fire Rescue Department	Fulton	10	\$ 7,453.13
3	City of Forest Park Fire EMS	Clayton	5	\$ 3,726.57
3	City of Morrow Fire and EMS	Clayton	3	\$ 2,235.94
3	Clayton County Fire and Emergency Services	Clayton	23	\$ 17,142.21
3	Metro Atlanta	Cobb	38	\$ 28,321.91
3	Puckett EMS	Cobb	26	\$ 19,378.15
3	Dekalb County Fire	Dekalb	7	\$ 5,217.19
3	American Medical Response	Dekalb	60	\$ 44,718.80
3	Douglas County Fire and EMS	Douglas	12	\$ 8,943.76
3	American Medical Response	Fulton	29	\$ 21,614.09
3	City of Hapeville	Fulton	3	\$ 2,235.94
3	Grady EMS	Fulton	108	\$ 80,493.84
3	Gwinnett County Fire/EMS	Gwinnett	49	\$ 36,520.35
3	National EMS	Newton	7	\$ 5,217.19
3	Piedmont Newton Hospital EMS	Newton	0	\$ -
3	National EMS	Rockdale	11	\$ 8,198.45
4	Butts County Fire Department	Butts	7	\$ 5,217.19
4	Coweta County EMS	Coweta	14	\$ 10,434.39
4	Fayette County Department of Fire Services & Emergency Services	Fayette	8	\$ 5,962.51
4	Heard County Emergency Services	Heard	6	\$ 4,471.88
4	Henry County Fire Rescue	Henry	20	\$ 14,906.27
4	AmeriPro EMS	Lamar	2	\$ 1,490.63
4	Meriwether County EMS	Meriwether	11	\$ 8,198.45
4	Peachtree City Fire Department	Fayette	6	\$ 4,471.88
4	AmeriPro EMS	Pike	3	\$ 2,235.94
4	Spalding Regional Medical Center EMS	Spalding	12	\$ 8,943.76
4	American Medical Response	Troup	18	\$ 13,415.64
4	AmeriPro EMS	Upson	6	\$ 4,471.88
4	West Georgia Ambulance Service	Carroll	15	\$ 11,179.70
4	West Point Fire Department	Troup	2	\$ 1,490.63

5	Grady EMS	Baldwin	7	\$ 5,217.19
5	Atrium Health Navicent EMS	Bibb	23	\$ 17,142.21
5	Community Ambulance MGAS Holdings, INC	Bibb	14	\$ 10,434.39
5	Heartland EMS	Bleckley	12	\$ 8,943.76
5	Community Ambulance MGAS Holdings, INC	Crawford	2	\$ 1,490.63
5	Dodge County EMS	Dodge	6	\$ 4,471.88
5	Hancock County EMS	Hancock	2	\$ 1,490.63
5	Houston County EMS	Houston	16	\$ 11,925.01
5	Jasper County EMS	Jasper	4	\$ 2,981.25
5	Johnson County EMS	Johnson	4	\$ 2,981.25
5	Atrium Helath Navicent EMS	Jones	1	\$ 745.31
5	Laurens County EMS	Laurens	12	\$ 8,943.76
5	Monroe County EMS	Monroe	6	\$ 4,471.88
5	Montgomery-Toombs-Montgomery EMS	Montgomery	1	\$ 745.31
5	Peach County	Peach	4	\$ 2,981.25
5	Heartland EMS	Pulaski	3	\$ 2,235.94
5	Putnam County EMS	Putnam	5	\$ 3,726.57
5	Telfair County EMS	Telfair	5	\$ 3,726.57
5	Atrium Health Navicent EMS	Treutlen	2	\$ 1,490.63
5	Atrium Health Navicent EMS	Twiggs	1	\$ 745.31
5	Washington County EMS	Washington	5	\$ 3,726.57
5	Wheeler County Ambulance Service	Wheeler	3	\$ 2,235.94
5	Wilcox County EMS	Wilcox	4	\$ 2,981.25
5	Heartland EMS	Wilkinson	3	\$ 2,235.94
6	Burke County EMA	Burke	13	\$ 9,689.07
6	Gold Cross EMS, INC	Columbia	11	\$ 8,198.45
6	Emanuel County EMS	Emanuel	5	\$ 3,726.57
6	Gold Cross EMS, INC	Jefferson	4	\$ 2,981.25
6	Jenkins County Ambulance Service	Jenkins	3	\$ 2,235.94
6	Lincoln County OES	Lincoln	4	\$ 2,981.25
6	McDuffie County EMS	McDuffie	6	\$ 4,471.88
6	Central Emergency Med Services Inc	Richmond	15	\$ 11,179.70
6	Screven County EMS	Screven	4	\$ 2,981.25
6	Warren County EMS	Warren	3	\$ 2,235.94
6	Wilkes County EMS	Wilkes	5	\$ 3,726.57
7	Unified Government of Cusseta-Chattahoochee County EMS	Chattahoochee	2	\$ 1,490.63
7	AmeriPro EMS	Clay	1	\$ 745.31
7	Columbus Fire and Emergency Medical Services	Muscogee	10	\$ 7,453.13
7	EMS Care Ambulance	Muscogee	5	\$ 3,726.57
7	Harris County EMS	Harris	8	\$ 5,962.51
7	Macon County EMS	Macon	4	\$ 2,981.25
7	Marion County EMS	Marion	3	\$ 2,235.94
7	Community Ambulance MGAS Holdings, INC	Muscogee	5	\$ 3,726.57
7	AmeriPro EMS	Quitman	1	\$ 745.31
7	AmeriPro EMS	Randolph	3	\$ 2,235.94
7	Schley County EMS	Schley	3	\$ 2,235.94
7	Stewart County EMS	Stewart	3	\$ 2,235.94
7	Talbot County EMS	Talbot	3	\$ 2,235.94
7	Taylor County EMS	Taylor	4	\$ 2,981.25
7	Webster County Fire/EMS	Webster	2	\$ 1,490.63
8	Grady EMS	Baker	2	\$ 1,490.63
8	AmeriPro EMS	Ben Hill	3	\$ 2,235.94
8	Berrien County EMS	Berrien	4	\$ 2,981.25
8	Grady EMS	Brooks	4	\$ 2,981.25
8	Calhoun County EMS	Calhoun	2	\$ 1,490.63
8	Colquitt County EMS	Colquitt	7	\$ 5,217.19
8	Colquitt/Miller County Fire/EMS	Miller	5	\$ 3,726.57
8	Grady EMS	Cook	6	\$ 4,471.88
8	Crisp County EMS	Crisp	7	\$ 5,217.19
8	Grady EMS	Decatur	5	\$ 3,726.57
8	Dooly County EMS	Dooly	4	\$ 2,981.25
8	Dougherty County EMS	Dougherty	14	\$ 10,434.39
8	South Georgia Medical Center	Echols	0	\$ -
8	Grady County EMS	Grady	5	\$ 3,726.57
8	Irwin County EMS	Irwin	4	\$ 2,981.25
8	South Georgia Medical Center	Lanier	4	\$ 2,981.25
8	Lee County EMS	Lee	8	\$ 5,962.51
8	LifeBrite of Early County	Early	3	\$ 2,235.94

8	South Georgia Medical Center	Lowndes	14	\$ 10,434.39
8	Grady EMS	Mitchell	6	\$ 4,471.88
8	Grady EMS	Seminole	2	\$ 1,490.63
8	Gold Star EMS	Sumter	4	\$ 2,981.25
8	Terrell County EMS	Terrell	4	\$ 2,981.25
8	Thomas County EMS	Thomas	11	\$ 8,198.45
8	Tift County Fire and Rescue	Tift	8	\$ 5,962.51
8	Turner County EMS	Turner	4	\$ 2,981.25
8	Worth County EMS	Worth	5	\$ 3,726.57
9	Alma Bacon County EMS	Bacon	5	\$ 3,726.57
9	Appling County EMS	Appling	5	\$ 3,726.57
9	Atkinson County EMS	Atkinson	2	\$ 1,490.63
9	Brantley County EMS	Brantley	6	\$ 4,471.88
9	Bryan County EMS	Bryan	15	\$ 11,179.70
9	Bulloch County EMS	Bulloch	9	\$ 6,707.82
9	Camden County EMS	Camden	9	\$ 6,707.82
9	Candler County EMS	Candler	5	\$ 3,726.57
9	Charlton County EMS	Charlton	6	\$ 4,471.88
9	Mercy Ambulance	Chatham	46	\$ 34,284.41
9	Clinch County EMS-Gold Star	Clinch	4	\$ 2,981.25
9	Coffee Regional Medical Center EMS	Coffee	8	\$ 5,962.51
9	Effingham County EMS	Effingham	11	\$ 8,198.45
9	Evans County EMS	Evans	5	\$ 3,726.57
9	Excelsior Ambulance	Long	5	\$ 3,726.57
9	Glynn County Fire	Glynn	11	\$ 8,198.45
9	Jeff Davis County EMS	Jeff Davis	4	\$ 2,981.25
9	Jekyll Island Fire/EMS	Glynn	3	\$ 2,235.94
9	Liberty County EMS	Liberty	9	\$ 6,707.82
9	McIntosh County EMS	McIntosh	4	\$ 2,981.25
9	Pierce County EMS	Pierce	3	\$ 2,235.94
9	Tattnall County EMS	Tattnall	6	\$ 4,471.88
9	Toombs-Toombs-Montgomery EMS	Toombs	9	\$ 6,707.82
9	Ware County EMS	Ware	6	\$ 4,471.88
9	Wayne County EMS	Wayne	5	\$ 3,726.57
10	Barrow County Fire and EMS	Barrow	9	\$ 6,707.82
10	Northeast Georgia Physicians Group	Barrow	0	\$ -
10	National EMS	Clarke	16	\$ 11,925.01
10	Elbert County EMS	Elbert	7	\$ 5,217.19
10	Greene County EMS	Greene	8	\$ 5,962.51
10	Jackson County EMS	Jackson	13	\$ 9,689.07
10	Madison County EMS	Madison	8	\$ 5,962.51
10	National EMS	Morgan	4	\$ 2,981.25
10	National EMS	Oconee	4	\$ 2,981.25
10	Oglethorpe County EMS	Oglethorpe	4	\$ 2,981.25
10	Walton County EMS	Walton	9	\$ 6,707.82
			1508	\$1,123,932.44






Final FY 2024 GTC EMS Trauma Equip Grant Application

Final Audit Report

2023-09-29

Created:	2023-09-29
By:	Katie Hamilton (katie.hamilton@gtc.ga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgO2h_hxWtbHpTkNBDpNLW272mWqh6TXM

"Final FY 2024 GTC EMS Trauma Equip Grant Application" History

-  Document created by Katie Hamilton (katie.hamilton@gtc.ga.gov)
2023-09-29 - 4:46:35 AM GMT
-  Document emailed to Liz Atkins (elizabeth.atkins@gtc.ga.gov) for signature
2023-09-29 - 4:47:19 AM GMT
-  Email viewed by Liz Atkins (elizabeth.atkins@gtc.ga.gov)
2023-09-29 - 11:08:16 AM GMT
-  Document e-signed by Liz Atkins (elizabeth.atkins@gtc.ga.gov)
Signature Date: 2023-09-29 - 11:08:47 AM GMT - Time Source: server
-  Agreement completed.
2023-09-29 - 11:08:47 AM GMT

Staff Report

Subject: Application ratification and award acceptance for GEMA Gang Activity Prosecution (GAP) grant for ECSO

Author: Mark W. Barnes, Finance Director

Department: ECSO, Finance Department

Meeting Date: 12/5/23

Item Description: Consideration to ratify ECSO's GAP grant application and accept the GAP grant award

Summary Recommendation:

Staff recommends ratifying ECSO's application for the GAP grant, and acceptance of the award.

Executive Summary:

The State of Georgia set aside funds from the Fiscal Year 2024 state budget for a competitive grant to facilitate gang activity prosecutions in the state. Successful applicants must show a commitment to (and ideally a track record of) successful prosecutions of gang activity. Favorable consideration will be given to counties with both prosecutors and law enforcement applying in tandem or in support of one another, as they are more likely to result in successful prosecutions. State agencies and nonprofits must articulate how their work will result in prosecutions. Cost-share or match is not currently required for the FY 2024 Georgia Gang Activity Prosecution Grant.

Background:

1. This is a reimbursement grant.
2. The awarded funding amount is \$40,000.
3. There is no cost share requirement.
4. ECSO intends to use the funds to be the host agency for the Ogeechee Judicial Circuit's Formulytics software, a software package used for monitoring and tracking gang-related activity.

Alternatives for Commission to Consider:

1. Ratify the GAP grant application and accept the award.
2. Do not ratify the GAP grant application and do not accept the award
3. Provide Staff with Direction

Recommended Alternative:

1. Staff recommends Alternative number 1 – Ratify the GAP grant application and accept the award.

Other Alternatives: N/A **Department Review:** ECSO, Finance

Funding Source: No cost share requirement.

Attachments:

GAP grant application
GAP grant award letter

GEMA/HS Area (click here for [map](#)): 7

Agency/Department Responsible: Effingham County Sheriff's Office

Total Dollar Amount Requested: \$40,000.00



FY24 Georgia Gang Activity Prosecution Grant Project Investment Justification/Application

The State of Georgia set aside funds from the Fiscal Year 2024 state budget for a competitive grant to facilitate gang activity prosecutions in the state. The FY24 Georgia Gang Activity Prosecution (GAP) Grant will be open for applications between 27 September – 18 October 2023 with award decisions announced on 9 November 2023. Eligible applicants for the GAP grant are the State of Georgia law enforcement agencies, prosecuting attorneys, or nonprofits primarily focused on gang prosecutions (State Agency, Judicial District/Circuit, County Sheriff, and Police Departments).

Successful applicants must show a commitment to (and ideally a track record of) successful prosecutions of gang activity. Favorable consideration will be given to counties with both prosecutors and law enforcement applying in tandem or in support of one another, as they are more likely to result in successful prosecutions. State agencies and nonprofits must articulate how their work will result in prosecutions.

Cost-share or match is not currently required for the FY 2024 Georgia Gang Activity Prosecution Grant. The period of performance will be from 9 November 2023 to 15 May 2024.

Georgia Emergency Management and Homeland Security Agency (GEMA/HS) is providing you this Investment Justification (IJ)/application to submit funding proposals for projects that will facilitate gang activity prosecutions in the State of Georgia.

You may distribute this form to any jurisdictions and agencies that have projects to propose so that they can begin the process of collecting the required information. All applicants should:

1. **Fill out the form electronically** and save it as a **Microsoft Word file** with a title that describes the GEMA/HS Area, county/city, and project number (for example: “**Area #-XXXCounty1.doc**”).
2. Applicants should type answers in the gray-colored blocks that appear when they open this file on a computer or check the required checkboxes. The gray-colored blocks will expand as words are typed into them.
3. **GEMA/HS requires that any FY24 IJ/application be submitted along with this application to the email address listed on the front page of this document. As some projects may only be partially funded, if possible and appropriate, the items in the Line-Item Cost Section should be listed in the order of descending priority, with the most important item first, then second most important next, and so on. Costs for individual items should be rounded to the nearest even amount.**
4. The **deadline for the submittal** of the IJ/application is 11:59 p.m. on **18 October 2023.**
5. Completed applications and budgets must be emailed to the following address:

GAP-Grant@gema.ga.gov

All potential sub-recipients must send in an application!

If you encounter difficulty in utilizing this form or uploading the document, please contact GAP-Grant@gema.ga.gov.

INSTRUCTIONS/OVERVIEW

Summary:

The purpose of the FY 2024 Georgia Gang Activity Prosecution Grant program is to support state and local efforts to prosecute gang related activity. The budget narrative must clearly identify and explain how the project will assist the applicant in creating safer communities by prosecuting gang activity.

The program is based on risk-driven, capabilities-based strategic plans that outline high-priority needs relating to gang activity prosecution. For these plans to be effective, government officials and elected leaders, working with the whole community, must consider how to sustain current capability levels, while also addressing potential gaps.

Priorities:

Projects that align with the Priority of Gang Activity Prosecution will be the only projects given consideration.

Note: Not all projects/applicants are guaranteed to receive funding. Sustainment of current programs will be given funding priority.

Proposed Budgets:

Wherever possible in your budget request, please round the figure to the next even amount. Do not use “cents.” Use, for example, “\$10.00” instead of “\$9.59.”

INSTRUCTIONS FOR COMPLETING THE APPLICATION:

Please complete all sections of the following form, Also, be sure to fill in the boxes at the top of the cover page, above. The gray boxes will expand to accommodate the words as they are typed in the form. There are several hyperlinks in the form that will connect you to documents and websites that will provide you with the information needed to complete the application.

2024 GEORGIA GANG ACTIVITY PROSECUTION GRANT APPLICATION

Contact Information

Name and type of Agency applying for funding: Effingham County Sheriff's Office

GEMA/HS Area (click for [map](#)): 7

Agency DUNS Number: 93-3773871 (usually obtainable from your Finance section)

Information for the chief executive who has the authority to sign contracts: (Usually the County Commissioner, Mayor, or Sheriff)

Name: Sheriff Jimmy McDuffie

Phone: office 912-754-3449 mobile 912-429-8027

Mailing Address: P.O. Box 1015

E-mail: JMcDuffie@EffinghamCounty.org

Zip Code: 31329 - 1015 (Zip Code + 4 required)

Information for the Point of Contact who will manage the grant locally:

Name: Leslie Dunn

Phone: office 912-754-3449 mobile 912-665-3481

Mailing Address: P.O. Box 1015

E-mail: LDunn@EffinghamCounty.org

Zip Code: 31329 - 1015 (Zip Code + 4 required)

Project Information:

Total Project Budget Requested: \$\$40,000.00

I authorize GEMA/HS to use the value of this project for federal costs sharing matching purposes and do not otherwise believe that this project is being used to satisfy any other federal costs sharing obligation.

☒ Yes ☐ No

Summarize the proposed project:

ECISO is requesting to be the host agency for the Ogeechee Judicial Circuit's Formulytics software. ECISO will work in collaboration with the Prosecuting Attorney's Council to maintain the database and enter qualified, relevant information relating to gangs.

Line-Item Costs:

Line Item	Individual Cost	Quantity	Total Line-Item Cost
Formulytics	\$40,000.00	1	\$40,000.00

What type of project is this?

☐ Building New Capability ☒ Sustaining Existing Capability

Will these funds supplant other funding for this project (example: SPLOST or other local funds already planned for use to do this project)?

☐ Yes ☒ No

Estimate the amount of the funding you are requesting that will be used to strengthen each Solution Area addressed by the project:

Solution Areas (POETE)	Amount of Proposed Funding
Planning	\$
Organization	\$
Equipment	\$40,000.00
Training	\$
Exercises	\$
Total:	\$40,000.00

Provide up to four major milestones and their associated completion dates that will be required to complete the project:

- Rebrand the current formulytics to reflect Ogeechee Judicial Circuit
- Add schools into system for all jurisdictions in the judicial circuit
- Update users from jurisdictions to be able to enter/edit person/gangs/groups
-

If you encounter difficulties using the links embedded in the text above, the information described can be found at the following websites:

GEMA/HS Area Map:

<https://gema.georgia.gov/document/document/em-and-hs-field-coordinatorspdf/download>

BRIAN P. KEMP
GOVERNOR**JAMES C. STALLINGS**
DIRECTOR

November 16, 2023

Honorable Jimmy McDuffie
Effingham County Sheriff's Office
Post Office Box 1015
Springfield, Georgia 31329-1015

Dear Sheriff McDuffie:

On behalf of Governor Brian Kemp, it is my pleasure to inform you that the State of Georgia has awarded the Effingham County Sheriff's Office a State of Georgia SFY24 Georgia Gang Activity Prosecution (GAP) Grant. The amount of the grant is \$40,000.00 which is to be dedicated to successful prosecutions of gang activity. You will be receiving a Recipient-Grantee Agreement following this announcement of your entity's award, containing specific information regarding your grant.

The grant funding can be used only for the purposes specified and authorized by a Recipient-Grantee Agreement, so no action can be undertaken until the agreement has been finalized. Please review, complete, and return the grant agreement to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS).

Thank you for your commitment to protect Georgia citizens and assets. I appreciate your efforts to eliminate the scourge of gang activity in the state. By working together, we can continue to be prepared for the challenges that face us.

Sincerely,



James C. Stallings

JS:SH
cc: Leslie Dunn
Effingham County Sheriff's Office

Memo

To: Tim Callanan, County Administrator

From: Tasheena Shiggs

Date: December 05, 2023

Re: Sanitation Releases

These properties meet the requirements for release. These properties will be checked periodically in the future to ensure that they still meet the release requirements. If at any time they fail to meet the release requirements, the Sanitation Special Tax will be added back to the property tax bill.

	<u>Name</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Reason for Request</u>	<u>Release Amount</u>
1	Benjamin & Shirley Amerson	114 Lzay Lagoon Court	0305A-007000	Removal of second trash can	\$ 127.00
2	Barney Harvey	207 Coldbrook Court	0435E-061-000	Removal of second trash can	\$ 254.00
3	Eden Missionary Baptist Church	427 Dogwood Way	03020-122-000	Structure is not a permanent residence.	\$ 243.00
4	Brett P. Gordan	183 Briarwood Court	0398C-011-A00	Removal of second trash can	\$ 127.00
5	Mary J. Hamilton	699 US HWY 80	03020-035-000	Removal of trash cans	\$ 1,397.00
6	Fran Harbin	183 Horsepen Road	03940-025-000	Structure is not a permanent residence.	\$ 673.00
7	Vernon & Phyllis Hathcock	102 Lazy Lagoon Court	0305A-001-000	Removal of second trash can	\$ 254.00
8	Roland Jackson & Sandra Butler	2252 HWY 17 N	02690-015-000	Structure is in deteriorating condition and not fit for	\$ 215.00
9	James O. Lake Jr	582 S Old Augusta Road	04620020L01	Structure is not a permanent residence.	\$ 729.00
10	Cora & Bertha McCrary	1692 Cloy Kildare Road	3810028	Structure is not a permanent residence.	\$ 890.00
11	Thelma & Steve Romie Sigmon	130 Partridge Run	0435A067	Removal of second trash can	\$ 127.00
					\$ 5,036.00

If you have any questions please contact the Effingham County Sanitation Department (912) 754-4668 Ext 0

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the Special Tax Assessment

Map and Parcel #: 03940025 and 603
 Property Owner's Name: Fran Harbin
 Property Address Being Released: 183 Horsepen Rd
Guyton Ga 31312
 Mailing Address: same

Name of Contact Person: Fran Harbin
 Phone Number: 912-631-0709 Additional Number: _____
 Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

X NO structure

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment. no structure. mobile home removed
but comm office has pictures

Release and/or Refund Amount Requested:

Year: 2020 Tax Bill #: _____ Amount Requested \$ 215.00
 Year: 2021 Tax Bill #: _____ Amount Requested \$ 215.00
 Year: 2022 Tax Bill #: 2022-18949 Amount Requested \$ 243.00

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service within 30 days should my property no longer qualify for the special tax assessment release.

Fran Harbin
 Person Requesting Release (please print)

Fran Harbin
 Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/27/23
 Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
 Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
 Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ _____
 Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: [Signature]

DATE: [Signature]

Official Tax Matter - 2023 Tax Year

This correspondence constitutes an official notice of ad valorem assessment for the tax year shown above.

Annual Assessment Notice Date: 12-Jun-23

Last date to file a written appeal: 27-Jul-23

***** This is not a tax bill - Do not send payment *****

County property records are available online at: qpublic.net/ga/effingham/

*****AUTO**5-DIGIT 31312

13619817 9997-RNA 4193 1 1 2

HARBIN FRAN & SHURMAN
197 HORSEPEN RD
GUYTON GA 31312-5541



The amount of your ad valorem tax bill for the year shown above will be based on the **Appraised** (100%) and **Assessed** (40%) values specified in **BOX 'B'** of this notice. **You have the right to submit an appeal regarding this assessment to the County Board of Tax Assessors.** If you wish to file an appeal, you must do so in writing no later than 45 days after the date of this notice. If you do not file an appeal by this date, your right to file an appeal will be lost. Appeal forms which may be used are available at <https://dor.georgia.gov/documents/property-tax-appeal-assessment-form>.

At the time of filing your appeal you must select one of the following appeal methods:

- (1) County Board of Equalization (value, uniformity, denial of exemption, or taxability)
- (2) Arbitration (value)
- (3) County Hearing Officer (value or uniformity, on non-homestead real property or wireless personal property valued, in excess of \$500,000)

All documents and records used to determine the current value are available upon request. For further information regarding this assessment and filing an appeal, you may contact the county Board of Tax Assessors which is located at 901 N. Pine St. Suite 106 Springfield, GA 31329 and which may be contacted by telephone at: (912) 754-2125. Your staff contacts are Neal Groover and Jennifer Keyes.

Additional information on the appeal process may be obtained at <https://dor.georgia.gov/property-tax-real-and-personal-property>

Account Number	Property ID Number	Acreage	Tax Dist	Covenant Year	Homestead
11730	03940025	1.97	01		NO-S0
Property Description	1.97 AC PARCEL 6B PLAT D156-A1				
Property Address	183 HORSEPEN RD				
	Taxpayer Returned Value	Previous Year Fair Market Value	Current Year Fair Market Value	Current Year Other Value	
100% Appraised Value	0	54,365	94,709	0	
40% Assessed Value	0	21,746	37,884	0	

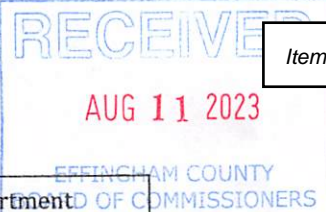
REASONS FOR ASSESSMENT NOTICE

C2 Accessory Improvement deleted.
AC LAND SCHEDULE CHANGE

The estimate of your ad valorem tax bill for the current year is based on the previous or most applicable year's millage rate and the fair market value contained in this notice. The actual tax bill you receive may be more or less than this estimate. This estimate may not include all eligible exemptions.

Taxing Authority	Other Exempt	Homestead Exempt	Net Taxable Value	Millage	Estimated Tax
C2 COUNTY M&O	0	0	37,884	0.006939	262.88
SCHOOL M&O	0	0	37,884	0.015810	598.95
INDUSTRIAL AUTHORITY	0	0	37,884	0.002000	75.77
HOSPITAL AUTHORITY	0	0	37,884	0.001580	59.86
FIRE FEE VACANT LAND	0	0	37,884	0.000000	0.20
FIXED ASSESSMENT	0	0	37,884	0.000000	0.00
PUBLIC WORKS ROADS	0	0	37,884	0.001250	47.36
RECREATION	0	0	37,884	0.000650	24.62
PARKS	0	0	37,884	0.000100	3.79

Total Estimated Tax 1,073.43



Item X. 10.

RETURN COMPLETED FORM to the Effingham County Sanitation Department
601 N. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

Terms and Conditions for Release of the Special Tax Assessment for
Solid Waste Management Services
Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 0305a007 and _____
Property Owner's Name: Benjamin and Shirley Amerson
Property Address Being Released: 114 Lazy Lagoon Court Bloomingdale, GA 31302

Mailing Address: 220 John Carter Blvd Bloomingdale, GA 31302

Name of Contact Person: Belinda Madison
Phone Number: 7574776823 Additional Number: _____

Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☒ Structure is not a permanent residence
☒ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. Property has been vacant for over 2 years

Release and/or Refund Amount Requested:

Year: 2022 Tax Bill #: 202211432 Amount Requested \$ 127.00
Year: 0 Tax Bill #: 0 Amount Requested \$ 0
Year: _____ Tax Bill #: _____ Amount Requested \$ _____

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

Belinda Madison

Person Requesting Release (please print)

Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/27/23
Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature] Date: _____
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ _____
Commissioner Chairman Signatur: _____ Date: _____

RECEIVED BY:

[Signature]

DATE:

08/11/2023

2022 Property Tax Statement

	Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
Linda McDaniel Effingham County Tax Commissioner PO BOX 787 Springfield, Georgia 31329	2022-11432	12/20/2022	\$489.37	\$0.00	\$0.00	\$489.37
AMERSON BENJAMIN J AND SHIRLEY M PO BOX 60694 SAVANNAH, GA 31420	Map: 0305A007 Location: 114 LAZY LAGOON CT Account No: 4081					

RETURN THIS PORTION WITH PAYMENT
 (Interest will be added per month if not paid by due date)

Linda McDaniel
Effingham County Tax Commissioner
PO BOX 787
Springfield, Georgia 31329

Tax Payer: AMERSON BENJAMIN J AND SHIRLEY M
Map Code: 0305A007 Real
Description: .542 AC LOT 7
Location: 114 LAZY LAGOON CT
Bill No: 2022-11432

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Exemptions		
18,263.00	30,000.00	0.5400	\$48,263.00	12/20/2022		L13,S4		
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY M&O	\$48,263	\$19,305	\$12,231	\$7,074	6.939000	\$72.89	\$23.80	\$49.09
FIRE CHARGE-RES_MH	\$48,263	\$19,305	\$0	\$19,305	0.000000	\$0.00	\$0.00	\$10.80
FIRE FEE-RES	\$48,263	\$19,305	\$0	\$19,305	0.000000	\$0.00	\$0.00	\$120.00
HOSPITAL AUTHORITY	\$48,263	\$19,305	\$12,231	\$7,074	1.580000	\$11.18	\$0.00	\$11.18
INDUSTRIAL AUTHORITY	\$48,263	\$19,305	\$12,231	\$7,074	2.000000	\$14.15	\$0.00	\$14.15
PARKS	\$48,263	\$19,305	\$12,231	\$7,074	0.100000	\$0.71	\$0.00	\$0.71
PUB WORKS RDS	\$48,263	\$19,305	\$12,231	\$7,074	1.250000	\$8.84	\$0.00	\$8.84
RECREATION	\$48,263	\$19,305	\$12,231	\$7,074	0.650000	\$4.60	\$0.00	\$4.60
SANITATION - 2ND CAR	\$48,263	\$19,305	\$0	\$19,305	0.000000	\$0.00	\$0.00	\$127.00
SANITATION - ELDERLY	\$48,263	\$19,305	\$0	\$19,305	0.000000	\$0.00	\$0.00	\$143.00
TOTALS					12.519000	\$112.37	-823.80	\$489.37
Current Due						\$489.37		
Penalty						\$0.00		
Interest						\$0.00		
Other Fees						\$0.00		
Previous Payments						\$0.00		
Back Taxes						\$0.00		
Total Due						\$489.37		

VR
9/28/23

**Terms and Conditions for Release of the Special Tax Assessment for
Solid Waste Management Services**
Applications for Release from the *Special Tax Assessment*

Map and Parcel #: _____ and 0435E061
Property Owner's Name: Barney W. Harvey and Danette A. Owens-Harvey
Property Address Being Released: 207 Coldbrook Court
Rincon GA 31326
Mailing Address: 207 Coldbrook Court
Rincon GA 31326
Name of Contact Person: Barney Harvey
Phone Number: 912.596.5511 Additional Number: _____
Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☒ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. _____

Release and/or Refund Amount Requested:

Year: 2024 Tax Bill #: _____ Amount Requested \$ 127
Year: 2023 Tax Bill #: _____ Amount Requested \$ 127
Year: _____ Tax Bill #: _____ Amount Requested \$ _____

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

BARNEY HARVEY

Person Requesting Release (please print)

Barney Harvey

Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature]

Date: 11/27/23

Tax Assessor: ☐ Approve ☐ Disapprove By: [Signature]

Date: 11/29/23

Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature]

Date: 11/29/23

Board of Commissioners: ☐ Approve ☐ Disapprove

Amount: \$ _____

Commissioner Chairman Signature: _____

Date: _____

RECEIVED BY: Jasheem Shyza

DATE: 10/3/2023

2023 Property Tax Statement

Item X. 10.

Linda McDaniel-lmcdaniel@effinghamcounty.org
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St , Suite 104
Springfield GA 31329

Map: 0435E061
Location: 207 COLDBROOK CT

Bill No	Due Date	Total Due
2023-23851	12/20/2023	8,764.65
		Printed 11/29/2023

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:

Effingham County Tax Commissioner

(Interest will be added monthly if not paid by due date)

HARVEY BARNEY W JR &
DANETTE A OWENS
207 COLDBROOK CT
RINCON GA 31326

The Effingham County Tax Commissioner's office is located at the rear entrance of the Historic Effingham County Courthouse at 901 N. Pine Street in downtown Springfield.

Please note, your tax commissioner does not set values or millage rates. The role of the tax commissioner is to collect taxes.

Pay your taxes online at effinghamtax.com. Please be aware there is a convenience fee charged by the provider.

Please return this portion of your bill with your payment

Linda McDaniel
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St , Suite 104
Springfield GA 31329

Taxpayer: HARVEY BARNEY W JR &
Map Code: 0435E061
Description: 6.362 AC LOT 61 (OUT 92-59) -.498 AC ROW
Location: 207 COLDBROOK CT
Bill No: 2023-23851
District: 01-01-County

lmcdaniel@effinghamcounty.org
Phone: (912)754-2121 Fax: (912)754-1299

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
544,145	232,644	6.36	776,789	12/20/2023	10/21/2023	12/20/2023		
ENTITY	FMV	GROSS ASMT	EXEMPTION	TAXABLE VALUE	MILLAGE	GROSS TAX	CREDITS	NET TAX
COUNTY M&O	776,789	310,716	0	310,716	9.7360	3,025.13	1,179.79	1,845.34
SCHOOL M&O	776,789	310,716	0	310,716	14.9570	4,647.38	0.00	4,647.38
INDUSTRIAL AUTHORITY	776,789	310,716	0	310,716	2.0000	621.43	0.00	621.43
HOSPITAL AUTHORITY	776,789	310,716	0	310,716	1.4800	459.86	0.00	459.86
PUB WORKS RDS	776,789	310,716	0	310,716	1.2500	388.40	0.00	388.40
RECREATION	776,789	310,716	0	310,716	0.6500	201.97	0.00	201.97
PARKS	776,789	310,716	0	310,716	0.1000	31.07	0.00	31.07
FIRE CHARGE-RES_MH	776,789	310,716	0	310,716	0.0000		0.00	79.20
FIRE FEE-RES	776,789	310,716	0	310,716	0.0000		0.00	120.00
SANITATION - 2ND CAR	776,789	310,716	0	310,716	0.0000		0.00	127.00
SANITATION - REGULAR	776,789	310,716	0	310,716	0.0000		0.00	243.00
HTRG		0			0.0000		0.00	
TOTALS						9,375.24		8,764.65

Effingham County provides flood information and insurance requirements upon request for properties at no cost. To find out what flood zone your property is in, predicted flood depth for your area, historical flooding, if your property is affected by natural floodplains or wetlands, for advice on how to protect your property from flood damage, or to schedule a site visit to discuss flooding or drainage concerns, contact our office at 912-754-8063, or visit us at 804 S. Laurel Street, in Springfield.

Bill No: 2023-23851

** If a bill is paid by mail and a receipt is desired, please include a stamped self-addressed envelope

** If paid after the due date, please call our office for the full amount due

** THIS BILL MAY BE PAID ONLINE AT: effinghamtax.com

Current Due	8,764.65
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payment	0.00
Back Taxes	
TOTAL DUE	8,764.65



RETURN COMPLETED FORM to the

Effingham County Sanitation Department
601 N. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

Item X. 10.

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services

Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 03810028 and _____
Property Owner's Name: Cora McCrary & Bertha Overstreet
Property Address Being Released: 1692 Clio Kildare Road, Clio, GA 31303

Mailing Address: 2889 S Clark Drive, Eastpoint, GA 30344

Name of Contact Person: Priscilla Flanagan

Phone Number: 404-372-5012 Additional Number: _____

Check One:

☒
☐
☐

Structure is in deteriorating condition and not fit for habitation

Structure is not a permanent residence

Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. No one has lived in property for over 5 years, therefore, we are asking for a refund for the previous years for sanitation charges.

Release and/or Refund Amount Requested:

Year: 2020 Tax Bill #: 2020-1715 Amount Requested \$ 430.00

Year: 2021 Tax Bill #: 2021-1750 Amount Requested \$ 430.00

Year: 2022 Tax Bill #: 2022-1822 Amount Requested \$ 430.00

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

Cora McCrary

Person Requesting Release (please print)

Cora McCrary
Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/21/23
Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
Tax Commissioner: ☐ Approve ☐ Disapprove By: Jinda McDaniel Date: 11/29/23
Board of Commissioners: ☒ Approve ☐ Disapprove Amount: \$ _____
Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY:

[Signature]

DATE:

10/04/2023

2020 Property Tax Statement

Linda McDaniel-lmcdaniel@effinghamcounty.org
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St , Suite 104
Springfield GA 31329

Map: 03810028

Location: 0 1692 CLYO KILDARE RD

Bill No	Due Date	Total Due
2020-17152	11/30/2020	0.00

Printed 11/29/2023

Item X. 10.

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Effingham County Tax Commissioner

(Interest will be added monthly if not paid by due date)

MCCRARY CORA L & BERTHA
OVERSTREET
2889 S CLARK DR
EAST POINT GA 30344

Please return this portion of your bill with your payment

Linda McDaniel
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St , Suite 104
Springfield GA 31329

Taxpayer: MCCRARY CORA L & BERTHA
Map Code: 03810028
Description: 1.46 AC
Location: 0 1692 CLYO KILDARE RD
Bill No: 2020-17152
District: 01-01-County

lmcdaniel@effinghamcounty.org

Phone: (912)754-2121 Fax: (912)754-1299

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions		
		1.46	26,992	11/30/2020	11/02/1899	11/30/2023			
ENTITY		FMV	GROSS ASMT	EXEMPTION	TAXABLE VALUE	MILLAGE	GROSS TAX	CREDITS	NET TAX
STATE TAX		26,992	10,797	0	10,797	0.0000		0.00	0.00
COUNTY M&O		26,992	10,797	0	10,797	0.0000		0.00	117.40
SCHOOL M&O		26,992	10,797	0	10,797	0.0000		0.00	175.18
PUBLIC WORKS AND ROA		26,992	10,797	0	10,797	0.0000		0.00	8.88
RECREATION		26,992	10,797	0	10,797	0.0000		0.00	6.02
INDUSTRIAL DEV. AUTH		26,992	10,797	0	10,797	0.0000		0.00	21.59
HOSPITAL		26,992	10,797	0	10,797	0.0000		0.00	18.46
FIRE		26,992	10,797	0	10,797	0.0000		0.00	210.00
SANITATION DEPARTMENT		26,992	10,797	0	10,797	0.0000		0.00	430.00
SALES TAX ROLLBACK		26,992	10,797	0	10,797	0.0000		0.00	(36.12)
HTRG			0			0.0000		0.00	
TOTALS									951.41

	Bill No: 2020-17152
** If a bill is paid by mail and a receipt is desired, please include a stamped self-addressed envelope	Current Due 951.41
** If paid after the due date, please call our office for the full amount due	Penalty 0.00
** THIS BILL MAY BE PAID ONLINE AT: effinghamtax.com	Interest 0.00
	Other Fees 0.00
	Previous Payment 951.41
	Back Taxes
	TOTAL DUE 0.00

Official Tax Receipt
Linda McDaniel
Effingham County Tax Commissioner
 901 N Pine St, Suite 104
 Springfield, GA 31329

Trans # Year Bill #	Property Description	Original Due	Interest & Penalty	Prev. Paid	Amount Due	AMOUNT PAID	TOTAL BALANCE
MCCRARY CORA L & BERTHA OVERSTREET 2889 S CLARK DR EAST POINT, GA 30344					0		
17602 2020-17158	03810028/01 1.46 AC	951.41	0.00	0.00	951.41	951.41	0.00
Register: 77 COLLECTION		Paid by: Paid by MCCRARY from web. Ref No: 7LH89382S49774158 Auth Code:7E4B14DF4E6A1E9ED759			Friday, November 20, 2020 11:05:48 AM		

Printed: 11/28/2023 8:58:39 AM

2021 Property Tax Statement

Linda McDaniel-lmcdaniel@effinghamcounty.org
 EFFINGHAM COUNTY TAX COMMISSIONER
 P.O. Box 787
 Springfield GA 31329

Map: 03810028

Location: 0 1692 CLYO KILDARE RD

Bill No	Due Date	Total Due
2021-17505	12/15/2021	0.00

Printed 11/29/2023

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:
 Effingham County Tax Commissioner

(Interest will be added monthly if not paid by due date)

MCCRARY CORA L & BERTHA
 OVERSTREET
 2889 S CLARK DR
 EAST POINT GA 30344

The Effingham County Tax Commissioner's office is located at the rear entrance of the Historic Effingham County Courthouse at 901 N. Pine Street in downtown Springfield.

Please note, your tax commissioner does not set values or millage rates. The role of the tax commissioner is to collect taxes.

Pay your taxes online at effinghamtax.com. Please be aware there is a convenience fee charged by the provider.

 Please return this portion of your bill with your payment

Linda McDaniel
 EFFINGHAM COUNTY TAX COMMISSIONER
 P.O. Box 787
 Springfield GA 31329

Taxpayer: MCCRARY CORA L & BERTHA
 Map Code: 03810028
 Description: 1.46 AC
 Location: 0 1692 CLYO KILDARE RD
 Bill No: 2021-17505
 District: 01-01-County

lmcdaniel@effinghamcounty.org

Phone: (912)754-2121 Fax: (912)754-1299

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
		1.46	27,291	12/15/2021	10/16/2021	12/15/2023		
ENTITY	FMV	GROSS ASMT	EXEMPTION	TAXABLE VALUE	MILLAGE	GROSS TAX	CREDITS	NET TAX
STATE TAX	27,291	10,916	0	10,916	0.0000		0.00	0.00
COUNTY M&O	27,291	10,916	0	10,916	0.0000		0.00	118.25
SCHOOL M&O	27,291	10,916	0	10,916	0.0000		0.00	172.58
PUBLIC WORKS AND ROA	27,291	10,916	0	10,916	0.0000		0.00	13.65
PARKS	27,291	10,916	0	10,916	0.0000		0.00	1.09
RECREATION	27,291	10,916	0	10,916	0.0000		0.00	7.10
INDUSTRIAL DEV. AUTH	27,291	10,916	0	10,916	0.0000		0.00	21.83
HOSPITAL	27,291	10,916	0	10,916	0.0000		0.00	17.47
FIRE	27,291	10,916	0	10,916	0.0000		0.00	279.00
SANITATION DEPARTMENT	27,291	10,916	0	10,916	0.0000		0.00	439.00
SALES TAX ROLLBACK	27,291	10,916	0	10,916	0.0000		0.00	(38.16)
HTRG		0			0.0000		0.00	
TOTALS								1,022.81

Effingham County provides flood information and insurance requirements upon request for properties at no cost. To find out what flood zone your property is in, predicted flood depth for your area, historical flooding, if your property is affected by natural floodplains or wetlands, for advice on how to protect your property from flood damage, or to schedule a site visit to discuss flooding or drainage concerns, contact our office at 912-754-8063, or visit us at 804 S. Laurel Street, in Springfield.

Bill No: 2021-17505

** If a bill is paid by mail and a receipt is desired, please include a stamped self-addressed envelope

** If paid after the due date, please call our office for the full amount due

** THIS BILL MAY BE PAID ONLINE AT: effinghamtax.com

Current Due	1,022.81
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payment	1,022.81
Back Taxes	
TOTAL DUE	0.00

Official Tax Receipt
Linda McDaniel
Effingham County Tax Commissioner
P.O. Box 787
Springfield, GA 31329

Trans # Year Bill #	Property Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	AMOUNT PAID	TOTAL BALANCE
MCCRARY CORA L & BERTHA OVERSTREET 2889 S CLARK DR EAST POINT, GA 30344					0		
17243 2021-17505	03810028/01 1.46 AC	1,022.81	0.00	0.00	1,022.81	1022.81	0.00
Register: 77 COLLECTION		Paid by: Paid by Priscilla H Flanagan from web. Ref No: 16496566 Auth Code:False			Thursday, December 09, 2021 8:03:19 PM		

Printed: 11/29/2023 8:59:19 AM

2022 Property Tax Statement

Linda McDaniel-lmcdaniel@effinghamcounty.org
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St , Suite 104
Springfield GA 31329

Map: 03810028

Location: 1692 CLYO KILDARE RD

Bill No	Due Date	Total Due
2022-18227	12/20/2022	0.00

Printed 11/29/2023

Item X. 10.

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Effingham County Tax Commissioner

(Interest will be added monthly if not paid by due date)

MCCRARY CORA L & BERTHA
OVERSTREET
2889 S CLARK DR
EAST POINT GA 30344

The Effingham County Tax Commissioner's office is located at the rear entrance of the Historic Effingham County Courthouse at 901 N. Pine Street in downtown Springfield.

Please note, your tax commissioner does not set values or millage rates. The role of the tax commissioner is to collect taxes.

Pay your taxes online at effinghamtax.com. Please be aware there is a convenience fee charged by the provider.

Please return this portion of your bill with your payment

Linda McDaniel
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St , Suite 104
Springfield GA 31329

Taxpayer: MCCRARY CORA L & BERTHA
Map Code: 03810028
Description: 1.46 AC
Location: 1692 CLYO KILDARE RD
Bill No: 2022-18227
District: 01-01-County

lmcdaniel@effinghamcounty.org

Phone: (912)754-2121 Fax: (912)754-1299

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
71,696	6,033	1.46	77,729	12/20/2022	10/21/2022	12/20/2023		
ENTITY	FMV	GROSS ASMT	EXEMPTION	TAXABLE VALUE	MILLAGE	GROSS TAX	CREDITS	NET TAX
COUNTY M&O	77,729	31,092	0	31,092	10.3040	320.37	104.62	215.75
SCHOOL M&O	77,729	31,092	0	31,092	15.8100	481.58	0.00	491.56
INDUSTRIAL AUTHORITY	77,729	31,092	0	31,092	2.0000	62.18	0.00	62.18
HOSPITAL AUTHORITY	77,729	31,092	0	31,092	1.5800	49.13	0.00	49.13
PUB WORKS RDS	77,729	31,092	0	31,092	1.2500	38.87	0.00	38.87
RECREATION	77,729	31,092	0	31,092	0.6500	20.21	0.00	20.21
PARKS	77,729	31,092	0	31,092	0.1000	3.11	0.00	3.11
FIRE CHARGE-RES_MH	77,729	31,092	0	31,092	0.0000		0.00	39.84
FIRE FEE-RES	77,729	31,092	0	31,092	0.0000		0.00	240.00
SANITATION-REGULAR	77,729	31,092	0	31,092	0.0000		0.00	486.00
HTRG		0			0.0000		0.00	
TOTALS						985.43		1,646.65

Effingham County provides flood information and insurance requirements upon request for properties at no cost. To find out what flood zone your property is in, predicted flood depth for your area, historical flooding, if your property is affected by natural floodplains or wetlands, for advice on how to protect your property from flood damage, or to schedule a site visit to discuss flooding or drainage concerns, contact our office at 912-754-8063, or visit us at 804 S. Laurel Street, in Springfield.

Bill No: 2022-18227

** If a bill is paid by mail and a receipt is desired, please include a stamped self-addressed envelope

** If paid after the due date, please call our office for the full amount due

** THIS BILL MAY BE PAID ONLINE AT: effinghamtax.com

Current Due	1,646.65
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payment	1,646.65
Back Taxes	
TOTAL DUE	0.00

Official Tax Receipt
Linda McDaniel
Effingham County Tax Commissioner
 901 N Pine St, Suite 104
 Springfield, GA 31329

Trans # Year Bill #	Property Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	AMOUNT PAID	TOTAL BALANCE
MCCRARY CORA L & BERTHA OVERSTREET 2889 S CLARK DR EAST POINT, GA 30344					0		
11091 2022-18227	03810028/01 1.46 AC	1,646.65	0.00	0.00	1,646.65	1646.65	0.00
Register: 99 WEB-22322497		Paid by: Priscilla Flanagan			Tuesday, December 13, 2022 6:53:48 PM		

Printed: 11/29/2023 9:04:35 AM

RETURN COMPLETED FORM to the

Effingham County Sanitation Department
601 N. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the Special Tax Assessment



Map and Parcel #: 398C and 011A
 Property Owner's Name: BRETT P AND BRYNA E GORDON
 Property Address Being Released: 183 BRIARWOOD CT; GUTTEN, GA

Mailing Address: SAME

Name of Contact Person: BRETT GORDON
 Phone Number: 912-728-4725 Additional Number: _____

Check One:

☐
☐
☒

- Structure is in deteriorating condition and not fit for habitation
 Structure is not a permanent residence
 Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment. NOT USED ENOUGH TO JUSTIFY COST

Release and/or Refund Amount Requested:

Year: 2024 Tax Bill #: _____ Amount Requested \$ 127.00
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the special tax assessment release.

BRETT P GORDON
 Person Requesting Release (please print)

[Signature]
 Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/27/23
 Tax Assessor: ☒ Approve ☐ Disapprove By: _____ Date: _____
 Tax Commissioner: ☒ Approve ☐ Disapprove By: Linda McDonald Date: 11/29/23
 Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ _____
 Commissioner Chairman Signature: [Signature] Date: _____

RECEIVED BY: [Signature] DATE: 11/06/2023

* has 2nd part been picked up?

RETURN COMPLETED FORM to the

Effingham County Sanitation Department
601 N. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)Terms and Conditions for Release of the Special Tax Assessment for
Solid Waste Management ServicesApplications for Release from the *Special Tax Assessment*

Map and Parcel #: 02690 and 015
 Property Owner's Name: Roland Jackson + Sandra Butler
 Property Address Being Released: ~~2230 Old Barn Rd~~ 2252 Hwy 17 N.
Guyton, GA 31312
 Mailing Address: 123 Old Barn Rd, Statesboro, GA 30458
 Name of Contact Person: Sandra Butler
 Phone Number: 912-682-4896 Additional Number: _____

Check One:

- ☒ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. this property has not had (any) trash cans or recycle bins

Release and/or Refund Amount Requested:

Year: 2020 Tax Bill #: _____ Amount Requested \$ 215.00
 Year: 2019 Tax Bill #: _____ Amount Requested \$ 215.00
 Year: 2018 Tax Bill #: _____ Amount Requested \$ 200.00

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

Sandra Butler
 Person Requesting Release (please print)

Sandra Butler
 Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/27/23
 Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
 Tax Commissioner: ☐ Approve ☒ Disapprove By: [Signature] Date: 11/29/23
 Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ _____
 Commissioner Chairman Signature: _____ Date: _____

past limitation
 approve 2020
 only. Im

RECEIVED BY: Jashem Shygo DATE: 8/21/2023

2018 Property Tax Statement

Item X. 10.

Linda McDaniel-lmcdaniel@effinghamcounty.org
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St , Suite 104
Springfield GA 31329

Map: 02690015
Location: 0 2252 HWY 17 N

Bill No	Due Date	Total Due
2018-13226	11/15/2018	0.00

Printed 11/29/2023

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Effingham County Tax Commissioner

(Interest will be added monthly if not paid by due date)

JACKSON ROLAND &
BUTLER SANDRA G
2252 HWY 17 N
GUYTON GA 31312

Please return this portion of your bill with your payment

Linda McDaniel
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St , Suite 104
Springfield GA 31329

Taxpayer: JACKSON ROLAND &
Map Code: 02690015
Description: 4.00 AC
Location: 0 2252 HWY 17 N
Bill No: 2018-13226
District: 01-01-County

lmcdaniel@effinghamcounty.org

Phone: (912)754-2121 Fax: (912)754-1299

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions		
		4.00	65,634	11/15/2018	11/02/1899	12/15/2023			
ENTITY		FMV	GROSS ASMT	EXEMPTION	TAXABLE VALUE	MILLAGE	GROSS TAX	CREDITS	NET TAX
STATE TAX		65,634	26,254	0	26,254	0.0000		0.00	0.00
COUNTY M&O		65,634	26,254	0	26,254	0.0000		0.00	272.45
SCHOOL M&O		65,634	26,254	0	26,254	0.0000		0.00	448.32
ROADS AND RECREATION		65,634	26,254	0	26,254	0.0000		0.00	45.94
INDUSTRIAL DEV. AUTH		65,634	26,254	0	26,254	0.0000		0.00	52.51
HOSPITAL		65,634	26,254	0	26,254	0.0000		0.00	60.64
FIRE		65,634	26,254	0	26,254	0.0000		0.00	100.00
SANITATION DEPARTMENT		65,634	26,254	0	26,254	0.0000		0.00	200.00
SALES TAX ROLLBACK		65,634	26,254	0	26,254	0.0000		0.00	(100.20)
HTRG:			0			0.0000		0.00	
TOTALS									1,079.57

	Bill No: 2018-13226	
** If a bill is paid by mail and a receipt is desired, please include a stamped self-addressed envelope. ** If paid after the due date, please call our office for the full amount due ** THIS BILL MAY BE PAID ONLINE AT: effinghamtax.com	Current Due	1,079.57
	Penalty	0.00
	Interest	14.40
	Other Fees	45.00
	Previous Payment	1,138.97
	Back Taxes	
	TOTAL DUE	0.00

Official Tax Receipt
Linda McDaniel
Effingham County Tax Commissioner
 901 N Pine St, Suite 104
 Springfield, GA 31329

Trans # Year Bill #	Property Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	AMOUNT PAID	TOTAL BALANCE
JACKSON ROLAND & BUTLER SANDRA G 2252 HWY 17 N GUYTON, GA 31312					0		
14046 2018-13226	02690015/01 4.00 AC	1,079.57	14.40	0.00	1,138.97	1140.00 Change:1.03	0.00
Register: 11 COLLECTION		Paid by: JACKSON ROLAND & WALTER JACKSON			Monday, February 04, 2019 2:16:19 PM		

Printed: 11/29/2023 12:47:15 PM

2019 Property Tax Statement

Linda McDaniel-lmdaniel@effinghamcounty.org
 EFFINGHAM COUNTY TAX COMMISSIONER
 901 N Pine St , Suite 104
 Springfield GA 31329

Map: 02690015

Location: 0 2252 HWY 17 N

Bill No	Due Date	Total Due
2019-13398	11/25/2019	0.00

Printed 11/29/2023

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:
 Effingham County Tax Commissioner

(Interest will be added monthly if not paid by due date)

JACKSON ROLAND &
 BUTLER SANDRA G
 2252 HWY 17 N
 GUYTON GA 31312

 Please return this portion of your bill with your payment

Linda McDaniel
 EFFINGHAM COUNTY TAX COMMISSIONER
 901 N Pine St , Suite 104
 Springfield GA 31329

Taxpayer: JACKSON ROLAND &
 Map Code: 02690015
 Description: 4.00 AC
 Location: 0 2252 HWY 17 N
 Bill No: 2019-13398
 District: 01-01-County

lmdaniel@effinghamcounty.org

Phone: (912)754-2121 Fax: (912)754-1299

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
		4.00	62,389	11/25/2019	11/02/1899	12/25/2023		
ENTITY	FMV	GROSS ASMT	EXEMPTION	TAXABLE VALUE	MILLAGE	GROSS TAX	CREDITS	NET TAX
COUNTY M&O	82,389	24,958	0	24,958	0.0000		0.00	247.79
SCHOOL M&O	82,389	24,958	0	24,958	0.0000		0.00	410.98
PUBLIC WORKS AND ROA	82,389	24,958	0	24,958	0.0000		0.00	28.87
RECREATION	82,389	24,958	0	24,958	0.0000		0.00	23.31
INDUSTRIAL DEV. AUTH	82,389	24,958	0	24,958	0.0000		0.00	49.91
HOSPITAL	82,389	24,958	0	24,958	0.0000		0.00	49.34
FIRE	82,389	24,958	0	24,958	0.0000		0.00	100.00
SANITATION DEPARTMEN	82,389	24,958	0	24,958	0.0000		0.00	215.00
SALES TAX ROLLBACK	82,389	24,958	0	24,958	0.0000		0.00	(84.13)
HTRG		0			0.0000		0.00	
TOTALS								1,040.87

Bill No: 2019-13398

** If a bill is paid by mail and a receipt is desired, please include a stamped self-addressed envelope

** If paid after the due date, please call our office for the full amount due

** THIS BILL MAY BE PAID ONLINE AT: effinghamtax.com

Current Due	1,040.87
Penalty	42.04
Interest	58.81
Other Fees	10.00
Previous Payment	1,149.52
Back Taxes	
TOTAL DUE	0.00

Official Tax Receipt
Linda McDaniel
Effingham County Tax Commissioner
 901 N Pine St, Suite 104
 Springfield, GA 31329

Trans # Year Bill #	Property Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	AMOUNT PAID	TOTAL BALANCE
JACKSON ROLAND & BUTLER SANDRA G 2252 HWY 17 N GUYTON, GA 31312					0		
14104 2019-13398	02690015/01 4.00 AC	1,040.87	98.65	950.00	199.52	0.00	0.00
Register: 12 COLLECTION		Paid by: JACKSON JAMES & SANDRA			Tuesday, February 02, 2021 1:18:45 PM		

Printed: 11/29/2023 12:48:30 PM

2020 Property Tax Statement

Linda McDaniel-lmdaniel@effinghamcounty.org
 EFFINGHAM COUNTY TAX COMMISSIONER
 901 N Pine St, Suite 104
 Springfield GA 31329

Map: 02690015

Location: 0 2252 HWY 17 N

Bill No	Due Date	Total Due
2020-13475	11/30/2020	0.00

Printed 11/29/2023

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:
 Effingham County Tax Commissioner

(Interest will be added monthly if not paid by due date)

JACKSON ROLAND &
 BUTLER SANDRA G
 2252 HWY 17 N
 GUYTON GA 31312

 Please return this portion of your bill with your payment

Linda McDaniel
 EFFINGHAM COUNTY TAX COMMISSIONER
 901 N Pine St, Suite 104
 Springfield GA 31329

Taxpayer: JACKSON ROLAND &
 Map Code: 02690015
 Description: 4.00 AC
 Location: 0 2252 HWY 17 N
 Bill No: 2020-13475
 District: 01-01-County

lmdaniel@effinghamcounty.org

Phone: (912)754-2121 Fax: (912)754-1299

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
		4.00	70,925	11/30/2020	11/02/1899	11/30/2023		
ENTITY	FMV	GROSS ASMT	EXEMPTION	TAXABLE VALUE	MILLAGE	GROSS TAX	CREDITS	NET TAX
STATE TAX	70,925	28,370	0	28,370	0.0000		0.00	0.00
COUNTY M&O	70,925	28,370	0	28,370	0.0000		0.00	308.47
SCHOOL M&O	70,925	28,370	0	28,370	0.0000		0.00	480.30
PUBLIC WORKS AND ROA	70,925	28,370	0	28,370	0.0000		0.00	23.32
RECREATION	70,925	28,370	0	28,370	0.0000		0.00	15.83
INDUSTRIAL DEV. AUTH	70,925	28,370	0	28,370	0.0000		0.00	68.74
HOSPITAL	70,925	28,370	0	28,370	0.0000		0.00	48.51
FIRE	70,925	28,370	0	28,370	0.0000		0.00	105.00
SANITATION DEPTMEN	70,925	28,370	0	28,370	0.0000		0.00	215.00
SALES TAX ROLLBACK	70,925	28,370	0	28,370	0.0000		0.00	(84.90)
HTRG		0			0.0000		0.00	
TOTALS								1,138.27

	Bill No: 2020-13475
** If a bill is paid by mail and a receipt is desired, please include a stamped self-addressed envelope	Current Due 1,138.27
** If paid after the due date, please call our office for the full amount due	Penalty 18.75
	Interest 37.33
	Other Fees 10.00
	Previous Payment 1,204.35
	Back Taxes
** THIS BILL MAY BE PAID ONLINE AT: effinghamtax.com	TOTAL DUE 0.00

Official Tax Receipt
Linda McDaniel
Effingham County Tax Commissioner
 901 N Pine St, Suite 104
 Springfield, GA 31329

Trans # Year Bill #	Property Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	AMOUNT PAID	TOTAL BALANCE
JACKSON ROLAND & BUTLER SANDRA G 2252 HWY 17 N GUYTON, GA 31312					0		
13662 2020-13475	02690015/01 4.00 AC	1,138.27	56.08	1,188.48	15.87	20.00 Change:4.13	0.00
Register: 18 COLLECTION		Paid by: WALTER JACKSON			Thursday, October 14, 2021 12:24:47 PM		

Official Tax Receipt
Linda McDaniel
Effingham County Tax Commissioner
 901 N Pine St, Suite 104
 Springfield, GA 31329

Trans # Year Bill #	Property Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	AMOUNT PAID	TOTAL BALANCE
JACKSON ROLAND & BUTLER SANDRA G 2252 HWY 17 N GUYTON, GA 31312					0		
13657 2020-13475	02690015/01 4.00 AC	1,138.27	56.08	0.00	1,204.35	200.00	1,157.05
Register: 12 COLLECTION		Paid by: JACKSON JAMES & SANDRA		Tuesday, February 02, 2021 1:18:45 PM			
13663 2020-13475	02690015/01 4.00 AC	1,138.27	56.08	0.48	1,203.87	538.00	624.98
Register: 8 COLLECTION		Paid by: SAANDRA BUTLER		Friday, March 05, 2021 2:49:59 PM			
13664 2020-13475	02690015/01 4.00 AC	1,138.27	56.08	538.48	665.87	250.00	374.98
Register: 4 COLLECTION		Paid by: LESTER JACKSON		Friday, March 26, 2021 11:00:56 AM			
13665 2020-13475	02690015/01 4.00 AC	1,138.27	56.08	788.48	415.87	100.00	313.48
Register: 4 COLLECTION		Paid by: WALTER JACKSON		Monday, August 09, 2021 2:21:37 PM			
13659 2020-13475	02690015/01 4.00 AC	1,138.27	56.08	888.48	315.87	100.00	215.06
Register: 19 COLLECTION		Paid by: JACKSON SIDNEY		Friday, September 17, 2021 8:46:57 AM			
13658 2020-13475	02690015/01 4.00 AC	1,138.27	56.08	988.48	215.87	50.00	165.06
Register: 19 COLLECTION		Paid by: JACKSON CARL LESTER		Wednesday, September 29, 2021 10:53:33 AM			
13660 2020-13475	02690015/01 4.00 AC	1,138.27	56.08	1,038.48	165.87	100.00	65.87
Register: 19 COLLECTION		Paid by: JACKSON ROLAND &		Thursday, October 14, 2021 12:05:19 PM			
13661 2020-13475	02690015/01 4.00 AC	1,138.27	56.08	1,138.48	65.87	50.00	15.87
Register: 19 COLLECTION		Paid by: JACKSON ROLAND &		Thursday, October 14, 2021 12:18:27 PM			

Printed: 11/29/2023 12:50:10 PM

13662	02690015/01	1,138.27	56.08	1,188.48	15.87	20:00	0.00
2020-13475	4.00 AC				Change: 4.13		
Register: 18 COLLECTION		Paid by: WALTER JACKSON			Thursday, October 14, 2021 12:24:47 PM		

RETURN COMPLETED FORM to the

Effingham County Sanitation Department
601 N. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the *Special Tax Assessment*

Map and Parcel #: _____ and _____
 Property Owner's Name: Eden Missionary Baptist Church
 Property Address Being Released: Eden Missionary Baptist Church

Mailing Address: P.O. Box 184 Eden GA 31307

Name of Contact Person: WARREN KENNEDY
 Phone Number: 912 657-1108 Additional Number: _____

Check One:

☐
☐
☐

- Structure is in deteriorating condition and not fit for habitation
 Structure is not a permanent residence
 Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. NO Structure, PARKING LOT only

Release and/or Refund Amount Requested:

Year: 2023 Tax Bill #: _____ Amount Requested \$ 248
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

Warren Kennedy WARREN KENNEDY Warren M. Kennedy
 Person Requesting Release (please print) Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 11-22-23
 Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
 Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
 Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ _____
 Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: _____ DATE: 11/7/23



*****AUTO*5-DIGIT 31314 88 99 25568 1AV 0.498
EDEN MISSIONARY BAPTIST CHURCH
PO BOX 313
EDEN GA 31307-0313



258.78

Location:427 DOGWOOD WAY

Effingham County Tax Commissioner
Linda McDaniel
P.O. Box 787
Springfield, GA 31329-0787

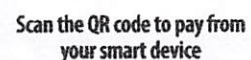


Tax Payer: EDEN MISSIONARY BAPTIST CHURCH
Map Code: 03020122
Description: 35 AC (-.006 RD # 244)
Location: 427 DOGWOOD WAY
Bill No: 2023-11190
District: 01

2023 Current	\$258.78
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous	\$0.00
Delinquent	\$0.00
TOTAL DUE	\$258.78

[illegible]

Credit cards accepted online at:
www.effinghamtax.com



RETURN COMPLETED FORM to the

Effingham County Sanitation Department
601 N. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services

Applications for Release from the Special Tax Assessment

0305A001 remove extra trash can
two
Map and Parcel #: 0305A001 and _____
Property Owner's Name: Vernon + Phyllis Hathcock
Property Address Being Released: 102 Lazy Lagoon Ct
Bloomington GA 31302

Mailing Address: 2900 Courthouse Rd
Guyton GA 31312

Name of Contact Person: Phyllis Hathcock
Phone Number: 912-856-6831 Additional Number: _____

Check One:

☐
☐
☒

Structure is in deteriorating condition and not fit for habitation

Structure is not a permanent residence

Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment. I did not sign for this second trash can

Release and/or Refund Amount Requested:

Year: 2023 Tax Bill #: 11834 Amount Requested \$ 254

Year: _____ Tax Bill #: _____ Amount Requested \$ _____

Year: _____ Tax Bill #: _____ Amount Requested \$ _____

Refund
\$254.00

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the special tax assessment release.

Phyllis Hathcock
Person Requesting Release (please print)

Phyllis Hathcock
Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/27/23
Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ _____
Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: [Signature] DATE: 11/06/2023



Effingham County Tax Commissioner
Linda McDaniel
P.O. Box 787 • Springfield, GA 31329
Phone: (912) 754-2121



IF TAXES ARE PAID BY YOUR MORTGAGE COMPANY, SEND THEM		
BILL #	DUE DATE	Item X. 10.
2023-11834	12/20/2023	1,190.66

Map Code: 0305A001
Location: 102 LAZY LAGOON CT

MAKE CHECK OR MONEY ORDER PAYABLE TO:

Effingham County Tax Commissioner
Linda McDaniel
P.O. Box 787
Springfield, GA 31329-0787



HATHCOCK VERNON T & PHYLLIS S
2900 COURTHOUSE RD
GUYTON GA 31312-5374

DETACH BOTTOM PORTION TO KEEP FOR YOUR RECORDS AND RETURN TOP PORTION WITH PAYMENT.

2023 PROPERTY TAX STATEMENT

Tax Payer: HATHCOCK VERNON T & PHYLLIS S
Map Code: 0305A001
Description: .691 AC LOT 1
Location: 102 LAZY LAGOON CT
Bill No: 2023-11834
District: 01

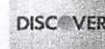
2023 Current	\$1,190.66
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous	\$0.00
Delinquent	\$0.00
TOTAL DUE	\$1,190.66



Linda McDaniel
Effingham County
Tax Commissioner
P.O. Box 787
Springfield, GA 31329
Phone: (912) 754-2121

PROPERTY OWNER(S)		LOCATION		BILLING DATE		BILL #		BILLING GOOD THROUGH	
HATHCOCK VERNON T & PHYLLIS S 2900 COURTHOUSE RD GUYTON GA 31312-5374		102 LAZY LAGOON CT		10/20/2023		2023-11834		12/20/2023	
		BUILDING VALUE	LAND VALUE	TOTAL FAIR MARKET VALUE	ACRES	EXEMPTIONS		DUE DATE	
		\$7,400	\$44,000	\$51,400	0.69			12/20/2023	
		PROPERTY DESCRIPTION							
.691 AC LOT 1									
	FAIR MARKET VALUE	40 % ASSESSED VALUE	LESS EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	GROSS TAX	LESS CREDITS	NET TAX	
COUNTY M&O	51,400	20,560	0	20,560	0.005939	200.17	78.06	122.11	
INDUSTRIAL AUTHORITY	51,400	20,560	0	20,560	0.002000	41.12	0.00	41.12	
HOSPITAL AUTHORITY	51,400	20,560	0	20,560	0.001480	30.43	0.00	30.43	
PARKS	51,400	20,560	0	20,560	0.000100	2.06	0.00	2.06	
FIRE FEE-RES	51,400	20,560	0	20,560	0.000000	120.00	0.00	120.00	
SANITATION - 2ND CAR	51,400	20,560	0	20,560	0.000000	254.00	0.00	254.00	
SANITATION - REGULAR	51,400	20,560	0	20,560	0.000000	243.00	0.00	243.00	
RECREATION	51,400	20,560	0	20,560	0.000650	13.36	0.00	13.36	
PUB WORKS RDS	51,400	20,560	0	20,560	0.001250	25.70	0.00	25.70	
SCHOOL M&O	51,400	20,560	0	20,560	0.014957	307.52	0.00	307.52	
FIRE CHARGE-RES_MH	51,400	20,560	0	20,560	0.000000	31.36	0.00	31.36	
TOTAL					0.026376	1,268.72	78.06	1,190.66	

Credit cards accepted online at:
www.effinghamtax.com



Scan the QR code to pay from
your smart device

Official Tax Receipt
Linda McDaniel
Effingham County Tax Commissioner
 901 N Pine St , Suite 104
 Springfield, GA 31329

Trans # Year Bill #	Property Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	AMOUNT PAID	TOTAL BALANCE
HATHCOCK VERNON T & PHYLLIS S							
2900 COURTHOUSE ROAD							
GUYTON, GA 31312							
316	0305A001/01	1,190.66	0.00	0.00	1,190.66	1190.66	0.00
2023-11834	.691 AC LOT 1					Change:4.15	
Register: 9 CASH		Paid by: Phyllis Hathcock			Friday, November 03, 2023 9:54:39 AM		

11/8/23 VR

Item X. 10.

RETURN COMPLETED FORM to the

Effingham County Sanitation Department
804 S. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

Terms and Conditions for Release of the Special Tax Assessment for Solid Waste Management Services Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 04354007 and 067
 Property Owner's Name: Sigmon Romie Steve Jr and Thelma C
 Property Address Being Released: 130 Partridge Run, Rincon, GA 31326

Mailing Address: same as above

Name of Contact Person: Thelma Sigmon
 Phone Number: 937-244-4014 Email Address: thelma.sigmon@gmail.com
 Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☒ Removal of additional trash cart/set

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. We don't use 2 trash cans. We purchased the property in 2022 and didn't realize we were being charged for 2 cans. I had it picked up.

Release and/or Refund Amount Requested:

Year: 2023 Tax Bill #: 23629 Amount Requested \$ 127.00
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____
 Year: _____ Tax Bill #: _____ Amount Requested \$ _____

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

Thelma Sigmon
 Person Requesting Release (please print)

Thelma C Sigmon
 Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: Chit VR Date: 11/29/23
 Tax Assessor: ☒ Approve ☐ Disapprove By: Neal Crooner Date: 11/29/23
 Tax Commissioner: ☒ Approve ☐ Disapprove By: Grady McDaniel Date: 11/29/23
 Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ _____
 Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: Lashena Shiggs DATE: 11/9/2023



Effingham County Tax Commissioner
Linda McDaniel
P.O. Box 787 • Springfield, GA 31329
Phone: (912) 754-2121

IF TAXES ARE PAID BY YOUR MORTGAGE COMPANY, SEND THEM		
BILL #	DUE DATE	Item X. 10.
2023-23629	12/20/2023	3,271.92

Map Code: 0435A067
Location: 130 PARTRIDGE RUN

MAKE CHECK OR MONEY ORDER PAYABLE TO:

Effingham County Tax Commissioner
Linda McDaniel
P.O. Box 787
Springfield, GA 31329-0787

*****AUTO**5-DIGIT 31312 45 107 13110 1 AV 0.498
SIGMON ROMIE STEVE JR AND THELMA C
130 PARTRIDGE RUN
RINCON GA 31326-4870

DETACH BOTTOM PORTION TO KEEP FOR YOUR RECORDS AND RETURN TOP PORTION WITH PAYMENT.

2023 PROPERTY TAX STATEMENT

Tax Payer: SIGMON ROMIE STEVE JR AND THELMA C
Map Code: 0435A067
Description: .47 AC LOT 67
Location: 130 PARTRIDGE RUN
Bill No: 2023-23629
District: 01

2023 Current	\$3,271.92
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous	\$0.00
Delinquent	\$0.00
TOTAL DUE	\$3,271.92

PROPERTY OWNER(S)	LOCATION	BILLING DATE	BILL #	BILLING GOOD THROUGH
SIGMON ROMIE STEVE JR AND THELMA C 130 PARTRIDGE RUN RINCON GA 31326-4870	130 PARTRIDGE RUN	10/20/2023	2023-23629	12/20/2023
	BUILDING VALUE	LAND VALUE	TOTAL FAIR MARKET VALUE	ACRES
	\$347,287	\$52,000	\$399,287	0.47
PROPERTY DESCRIPTION				
.47 AC LOT 67				
EXEMPTIONS				
HTRG, L1, S1				
DUE DATE				12/20/2023

	FAIR MARKET VALUE	40% ASSESSED VALUE	LESS EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	GROSS TAX	LESS CREDITS	NET TAX
HOSPITAL AUTHORITY	399,287	159,715	40,462	119,253	0.001480	176.49	0.00	176.49
COUNTY M&O	399,287	159,715	40,462	119,253	0.005939	1,161.05	452.81	708.24
INDUSTRIAL AUTHORITY	399,287	159,715	40,462	119,253	0.002000	238.51	0.00	238.51
SANITATION - REGULAR	399,287	159,715	0	159,715	0.000000	243.00	0.00	243.00
PUB WORKS RDS	399,287	159,715	40,462	119,253	0.001250	149.07	0.00	149.07
FIRE CHARGE-RES_MH	399,287	159,715	0	159,715	0.000000	45.36	0.00	45.36
FIRE FEE-RES	399,287	159,715	0	159,715	0.000000	120.00	0.00	120.00
SCHOOL M&O	399,287	159,715	38,462	121,253	0.014957	1,813.58	0.00	1,813.58
PARKS	399,287	159,715	40,462	119,253	0.000100	11.93	0.00	11.93
SANITATION - 2ND CAR	399,287	159,715	0	159,715	0.000000	127.00	0.00	127.00
RECREATION	399,287	159,715	40,462	119,253	0.000650	77.51	0.00	77.51
HTRG	0	0	0	0	0.000000	0.00	0.00	-438.77
TOTAL					0.026376	4,163.50	452.81	3,271.92

The HTRG Credit Reduction shown on your bill is the result of Homeowner Tax Relief enacted by the Governor and the General Assembly of the State of Georgia.

Credit cards accepted online at:
www.effinghamtax.com



Scan the QR code to pay from your smart device

RETURN COMPLETED FORM to the

Effingham County Sanitation Department
601 N. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

**Terms and Conditions for Release of the Special Tax Assessment for
Solid Waste Management Services**
Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 04620020 and _____
Property Owner's Name: James O Lake Jr.
Property Address Being Released: 582 S Old Augusta Rd.
Rincon, Ga. 31326
Mailing Address: 518 Long Pond Rd.
Rincon Ga. 31326
Name of Contact Person: James Lake / Leslie Heller
Phone Number: (912) 655-3585 Additional Number: (912) 429-0296
Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☒ Structure is not a permanent residence
☐ Removal of second trash can

Briefly describe the reason for requesting reimbursement for all or part of the special tax assessment. Taxes State we owe both taxes
Property was split into 2 bills this year.
Property is a Church that has not had cons in over 5 yrs.

Release and/or Refund Amount Requested:

Year: 2023 Tax Bill #: _____ Amount Requested \$ 243
Year: 2022 Tax Bill #: _____ Amount Requested \$ 243
Year: 2021 Tax Bill #: _____ Amount Requested \$ 243

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing. The County has one year from the date the claim is filed to approve or deny the release.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the special tax assessment release.

Leslie Heller
Person Requesting Release (please print)

Leslie Heller
Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/23/23
Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ _____
Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: Joshua Shays DATE: 11/02/2023

2023 Property Tax Statement

Linda McDaniel-lmdaniel@effinghamcounty.org
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St., Suite 104
Springfield GA 31329

Map: 04620020L01

Location: 582 S OLD AUGUSTA RD

Bill No	Due Date	To
2023-36404	12/20/2023	183.00

Printed 11/03/2023

Item X. 10.

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Effingham County Tax Commissioner

(Interest will be added monthly if not paid by due date)

LAKE JAMES O JR
518 LONG POND RD
RINCON GA 31326

The Effingham County Tax Commissioner's office is located at the rear entrance of the Historic Effingham County Courthouse at 901 N. Pine Street in downtown Springfield.

Please note, your tax commissioner does not set values or millage rates. The role of the tax commissioner is to collect taxes.

Pay your taxes online at effinghamtax.com. Please be aware there is a convenience fee charged by the provider.

Please return this portion of your bill with your payment

Linda McDaniel
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St., Suite 104
Springfield GA 31329

Taxpayer: LAKE JAMES O JR
Map Code: 04620020L01
Description: .02 (SPLT FRM 462-20 FOR CHURCH ONLY)
Location: 582 S OLD AUGUSTA RD
Bill No: 2023-36404
District: 01-01-County

lmdaniel@effinghamcounty.org

Phone: (912)754-2121 Fax: (912)754-1299

Phone: (512) 791-2122 Fax: (512) 791-2299

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions
163,354	1,613	0.02	164,967	12/20/2023	10/21/2023	12/20/2023	

ENTITY	FMV	GROSS ASMT	EXEMPTION	TAXABLE VALUE	MILLAGE	GROSS TAX	CREDITS	NET TAX
FIRE CHARGE-RES_MH	164,967	65,987	0	65,987	0.0000		0.00	61.00
HTRG		0			0.0000		0.00	
TOTALS								61.00

Effingham County provides flood information and insurance requirements upon request for properties at no cost. To find out what flood zone your property is in, predicted flood depth for your area, historical flooding, if your property is affected by natural floodplains or wetlands, for advice on how to protect your property from flood damage, or to schedule a site visit to discuss flooding or drainage concerns, contact our office at 912-754-8063, or visit us at 804 S. Laurel Street, in Springfield.

Bill No: 2023-36404

** If a bill is paid by mail and a receipt is desired, please include a stamped self-addressed envelope

** If paid after the due date, please call our office for the full amount due

** THIS BILL MAY BE PAID ONLINE AT: effinghamtax.com

Current Due	61.00
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payment	0.00
Back Taxes	122.00
TOTAL DUE	183.00

2023 Property Tax Statement

Linda McDaniel-lmcdaniel@effinghamcounty.org
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St, Suite 104
Springfield GA 31329

Map: 04620020

Location: 582 S OLD AUGUSTA RD

Bill No	Due Date	Total
2023-26210	12/20/2023	2,477.09

Printed 11/03/2023

Item X. 10.

RETURN SERVICE REQUESTED

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Effingham County Tax Commissioner

(Interest will be added monthly if not paid by due date.)

LAKE JAMES O JR
518 LONG POND RD
RINCON GA 31326

The Effingham County Tax Commissioner's office is located at the rear entrance of the Historic Effingham County Courthouse at 901 N. Pine Street in downtown Springfield.

Please note, your tax commissioner does not set values or millage rates. The role of the tax commissioner is to collect taxes.

Pay your taxes online at effinghamtax.com. Please be aware there is a convenience fee charged by the provider.

Please return this portion of your bill with your payment

Linda McDaniel
EFFINGHAM COUNTY TAX COMMISSIONER
901 N Pine St, Suite 104
Springfield GA 31329

Taxpayer: LAKE JAMES O JR
Map Code: 04620020
Description: 8.38 AC PAR 4
Location: 582 S OLD AUGUSTA RD
Bill No: 2023-26210
District: 01-01-County

lmcdaniel@effinghamcounty.org
Phone: (912)754-2121 Fax: (912)754-1299

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
14,442	184,301	8.38	198,743	12/20/2023	10/21/2023	12/20/2023		
ENTITY	FMV	GROSS ASMT	EXEMPTION	TAXABLE VALUE	MILLAGE	GROSS TAX	CREDITS	NET TAX
COUNTY M&O	198,743	79,497	0	79,497	9.7360	773.98	301.85	472.13
SCHOOL M&O	188,743	79,497	0	79,497	14.9570	1,189.04	0.00	1,189.04
INDUSTRIAL AUTHORITY	198,743	79,497	0	79,497	2.0000	158.99	0.00	158.99
HOSPITAL AUTHORITY	198,743	79,497	0	79,497	1.4800	117.66	0.00	117.66
PUB WORKS RDS	198,743	79,497	0	79,497	1.2500	99.37	0.00	99.37
RECREATION	198,743	79,497	0	79,497	0.6500	51.67	0.00	51.67
PARKS	198,743	79,497	0	79,497	0.1000	7.95	0.00	7.95
FIRE CHARGE-RES_MH	198,743	79,497	0	79,497	0.0000		0.00	17.28
FIRE FEE-RES	198,743	79,497	0	79,497	0.0000		0.00	120.00
SANITATION - REGULAR	198,743	79,497	0	79,497	0.0000		0.00	243.00
HTRG		0			0.0000		0.00	
TOTALS						2,398.66		2,477.09

Effingham County provides flood information and insurance requirements upon request for properties at no cost. To find out what flood zone your property is in, predicted flood depth for your area, historical flooding, if your property is affected by natural floodplains or wetlands, for advice on how to protect your property from flood damage, or to schedule a site visit to discuss flooding or drainage concerns, contact our office at 912-754-8063, or visit us at 804 S. Laurel Street, in Springfield.

Bill No: 2023-26210

** If a bill is paid by mail and a receipt is desired, please include a stamped self-addressed envelope

** If paid after the due date, please call our office for the full amount due

** THIS BILL MAY BE PAID ONLINE AT: effinghamtax.com

Current Due	2,477.09
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payment	0.00
Back Taxes	
TOTAL DUE	2,477.09

RETURN COMPLETED FORM to the

Effingham County Sanitation Department
804 S. Laurel Street Springfield, Ga. 31329
Phone (912) 754-4668 (extension 0)

Item X. 10.

Terms and Conditions for Release of the Special Tax Assessment for
Solid Waste Management Services
Applications for Release from the *Special Tax Assessment*

Map and Parcel #: 03020106 and
Property Owner's Name: Mary J Hamilton
Property Address Being Released: 699 HWY 80 Eden, Ga.

Mailing Address: _____

Name of Contact Person: _____
Phone Number: (912) 858-2757 Email Address: littleold49988@bellSouth.net

Check One:

- ☐ Structure is in deteriorating condition and not fit for habitation
☐ Structure is not a permanent residence
☐ Removal of additional trash cart/set

Briefly describe the reason for requesting reimbursement for all or part of the *special tax assessment*. I was charged \$1397.00 for carts that I

didn't have @ 699 US HWY 80 Eden, Ga.

Release and/or Refund Amount Requested:

Year: 2022 Tax Bill #: 2022-0764 Amount Requested \$ 1397.00
Year: _____ Tax Bill #: _____ Amount Requested \$ _____
Year: _____ Tax Bill #: _____ Amount Requested \$ _____

An incomplete application(s) without relevant documentation, including the property tax bill for said property and proof of alternative solid waste collection service to this application will not be accepted for processing.

I have read and understand all the provisions of this application and all my statements are true and correct. I further understand that any untrue or incorrect statement constitutes a violation of law. I further agree to notify the Effingham County Sanitation Department and apply for solid waste service **within 30 days** should my property no longer qualify for the *special tax assessment* release.

Mary J. Hamilton
Person Requesting Release (please print)

Mary J. Hamilton
Signature of Person requesting Release

Fire & Rescue Director: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/27/23
Tax Assessor: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
Tax Commissioner: ☒ Approve ☐ Disapprove By: [Signature] Date: 11/29/23
Board of Commissioners: ☐ Approve ☐ Disapprove Amount: \$ _____
Commissioner Chairman Signature: _____ Date: _____

RECEIVED BY: [Signature] DATE: 11/15/2023

Item X. 10.



2022 PROPERTY TAX STATEMENT

EFFINGHAM COUNTY

GEORGIA

Linda McDaniel
Tax Commissioner

P.O. Box 787
Springfield, GA 31329-0787
www.effinghamtax.com

PROPERTY OWNER(S)	M/LP ID #	LOCATION		BILL #	DISTRICT	
HAMILTON MARY J 1010 MILL CREEK CHURCH RD ELLABELL GA 31308-6119	03020106	699 US HWY 80		2022-10764	01	
	BUILDING VALUE	LAND VALUE	TOTAL FAIR MARKET VALUE	ACRES	EXEMPTIONS	DUE DATE
	\$129,854	\$136,561	\$266,415	1.50		12/20/2022
	PROPERTY DESCRIPTION					
	1.50 AC					

	FAIR MARKET VALUE	40% ASSESSED VALUE	LESS EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	GROSS TAX	LESS CREDITS	NET TAX
RECREATION	266,415	106,566	0	106,566	0.000650	69.27	0.00	69.27
INDUSTRIAL AUTHORITY	266,415	106,566	0	106,566	0.002000	213.13	0.00	213.13
COUNTY M&O	266,415	106,566	0	106,566	0.006939	1,098.06	358.60	739.46
HOSPITAL AUTHORITY	266,415	106,566	0	106,566	0.001580	168.37	0.00	168.37
PARKS	266,415	106,566	0	106,566	0.000100	10.66	0.00	10.66
PUB WORKS RDS	266,415	106,566	0	106,566	0.001250	133.21	0.00	133.21
SCHOOL M&O	266,415	106,566	0	106,566	0.015810	1,684.81	0.00	1,684.81
FIRE FEE-COM	266,415	106,566	0	106,566	0.000000	0.00	0.00	330.00
SANITATION - 2ND CAR	266,415	106,566	0	106,566	0.000000	0.00	0.00	1,397.00
SANITATION - REGULAR	266,415	106,566	0	106,566	0.000000	0.00	0.00	243.00
TOTAL					0.028329	3,377.51	358.60	4,988.91

Effingham County provides flood information and insurance requirements upon request at no cost. To find out what flood zone your property is in, predicted flood depth for your area, historical flooding, if your property is affected by natural floodplains or wetlands, for advice on how to protect your property from flood damage, or to schedule a site visit to discuss flooding or drainage concerns, contact our office at 912-754-3063, or visit us at 804 S. Laurel Street, in Springfield.

2022 Current Tax	\$4,988.91
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$0.00
Delinquent Tax**	\$0.00
TOTAL DUE	\$4,988.91

DETACH TOP PORTION TO KEEP FOR YOUR RECORDS AND RETURN BOTTOM PORTION WITH PAYMENT.

There's an error on my tax bill, which I've made known to your office. I've spoken with Atlantic Waste and they said the corrected information went to your office 11/11/2022. I was charged for eleven additional trash cans, so I've enclosed a check in the amount of \$4,452.64 that I'm responsible for.

Slack you,
Maurice Hamilton

1397 =
11 carts

1 extra = \$127

Tasheena Shiggs

From: Demetria Brewton
Sent: Thursday, November 16, 2023 3:56 PM
To: Tasheena Shiggs
Subject: FW: EXTERNAL:Re: 1010 Mill Creek Church Rd 11 extra carts

FYI:

From: Laura Brown [mailto:laurab@atlanticwaste.com]
Sent: Thursday, November 16, 2023 3:15 PM
To: Valerie Rowe <VRowe@EffinghamCounty.org>; Demetria Brewton <DBrewton@EffinghamCounty.org>
Cc: Amanda Newsome <amandan@atlanticwaste.com>; Kacie Grainger <kacie@atlanticwaste.com>; Alexis Weber <alexis@atlanticwaste.com>
Subject: EXTERNAL:Re: 1010 Mill Creek Church Rd 11 extra carts

Valerie,

Today we performed an audit of this property. Only 1 set of cans was seen. 1 Trash, 1 Recycle. We are billing this property to Bryan County, NOT Effingham County. This property resides in Bryan county. This is what our records also reflect. I think this was a typographical error all the way around. Please feel free to contact us if you have any questions.

Laura E. Brown



Atlantic Waste Services
 125 B Pine Meadow Dr
 Pooler, Ga 31322
 Office: (912)964-2000
 Fax: (912)964-2009

From: Valerie Rowe <VRowe@EffinghamCounty.org>
Sent: Wednesday, November 15, 2023 12:58 PM
To: Laura Brown <laurab@atlanticwaste.com>
Subject: 1010 Mill Creek Church Rd 11 extra carts

From: Valerie Rowe
Sent: Wednesday, November 15, 2023 12:35 PM
To: Tasheena Shiggs <TShiggs@EffinghamCounty.org>
Subject: 11 extra carts

This is the print screen for 1010 Mill Creek Church Rd, Mary Hamilton

Val

This e-mail is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, distribution or disclosure is prohibited. If you are not the intended recipient, please reply to the sender and destroy all original copies of this message.

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

Staff Report

Subject: Rezoning (Second District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **MRD Partners, LLC / Nolan Andrews as Agent for Ronald V. Roberts & Barry Chenkin** requests to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1** to allow for warehouse development. Located at 4828, 4838, & 4884 McCall Road. **[Map# 450D Parcel# 4A, 4B & 5]**

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1** to allow for warehouse development, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to develop a small, multi-tenant “flex building” for industrial use. The estimated total building size is proposed to be 156,000 square feet.
- The proposed site is bordered on two sides by the Gateway Industrial Park, which is zoned I-1.
- The SE boundary of the proposed site is along Schweigofer Creek which acts as a natural boundary, and separation for existing industrial use in the area, the concept plan shows a minimum 300’ buffer to the AR-zoned properties on the SE boundary.
- Multiple adjacent residents on the NE project boundary, on the opposite side of McCall Rd, have written in support of the project and indicated a desire for similar rezoning of their own properties.
- The sketch plan for this project, and a variance request to reduce the buffer along McCall Road, are planned to be heard at the September Planning Board meeting.
- Multiple residents spoke at the September Planning Board meeting to oppose the rezoning. Their concerns included:
 - Noise pollution
 - Devaluation of property
 - Increase in traffic
 - Destruction of wildlife habitat
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
 - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
 - No applicable agencies have submitted comment or concern.
 - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
 - The property has direct frontage access to McCall Road.
 - No TIA has been conducted.
 - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
 - These properties currently serve as home sites.
 - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
 - The properties are adjacent to I-1 and AR zoning.

- *Would the proposed change in zoning adversely affect existing use or usability of adjacent nearby property?*
 - The zone change should not impact the use of nearby properties.
- *Do other conditions affect the property so as to support a decision against the proposal?*
 - Adjacent properties across McCall Road have stated intent to submit application to rezone to I-1.
- At the August 16, 2023 Planning Board meeting, Alan Zipperer made a motion for approval.
- The motion was seconded by Peter Higgins and carried unanimously.
- At the September 5, 2023 Board of Commissioners meeting, Commissioner Burdette made a motion to table the item until October 3, 2023.
- The motion was seconded by Commissioner Floyd and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners meeting, this item was postponed to the December 5, 2023 Board of Commissioners meeting during agenda approval.

Alternatives

1. Approve the request to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1**, with the following conditions:

2. Deny the request for to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

- | | | |
|--|----------------------|---------|
| 1. Rezoning application and checklist | 3. Plat | 5. Deed |
| 2. Ownership certificate/authorization | 4. Aerial photograph | |

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 6/28/2023Applicant/Agent: MRD Partners, LLC / Nolan AndrewsApplicant Email Address: nolan@acsrealtyteam.comPhone # (912) 228-2262Applicant Mailing Address: 463 Johnny Mercer Blvd, B7-120City: Savannah State: GA Zip Code: 31410Property Owner, if different from above: Ronald V. Roberts*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): _____

Phone # (912) 657-6630Owner's Mailing Address: P.O. Box 553City: Springfield State: GA Zip Code: 31329Property Location: 4828 & 4838 McCall RdProposed Road Access: Single curb cut on McCall Rd

Present Zoning of Property: R-2 Proposed Zoning: I-1 (Heavy)
0450D004A00 & 2.38+2.75= 2.38+2.75=
 Tax Map-Parcel # 0450D004B00 Total Acres: 5.13 Acres to be Rezoned: 5.13

Lot Characteristics: _____

WATER Private Well X Public Water System**SEWER** Private Septic System X Public Sewer SystemIf public, name of supplier: Effingham CountyJustification for Rezoning Amendment: The property adjoins and is almost entirely surrounded by Gateway Industrial Park. The immediate area is transitioning away from residential use.

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

North I-1 South I-1 East AR-1 West I-1

Rev 05052021

1. Describe the current use of the property you wish to rezone.

The current use of the property is primarily residential, but the owner has operated his business on the property and such activities include the sale of retail goods, outdoor storage and truck parking.

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

Truck traffic on McCall road and the surrounding Gateway Industrial Park does not suit residential use. The wetlands to the southeast of the property are a large natural barrier. This property is on the industrial side of this natural fence.

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

This property will be utilized for smaller warehouse product (flex space) to accommodate smaller businesses compared with the majority of distribution warehouses in the county.

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

Property to the north, filed to rezone from R-2 to I-1 and become a part of this project. Property to the east, residential rental houses with the intention of filing to rezone to I-1 in the future due to their border with Gateway. Property to south, AR-1 residential properties separated by a large wetland buffer. Property to the west, Gateway Industrial Park.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The rezoning of the property to I-1 will allow for uses consistent with the surrounding Gateway Industrial Park. Adjacent AR-1 rental properties across McCall Rd have future intentions of rezoning to I-1. The wetlands to the southeast serve as are a large natural barrier between this property and the adjacent residential off of Oak St.

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

McCall Road is the existing transportation corridor. It is unlikely that the completion of a building on this site would occur prior to the completion of Gateway Parkway and the Effingham Parkway, which will serve as the main transportation corridor for this project once complete. The nature of this product requires minimal water and a sewer connection is unlikely so county systems will not be impacted. This project would not result in any increase to the school system.

Applicant Signature: Nolan Andrews Date June 30th, 2023

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 6/28/2023Applicant/Agent: MRD Partners, LLC / Nolan AndrewsApplicant Email Address: nolan@acsrealtyteam.comPhone # (912) 228-2262Applicant Mailing Address: 463 Johnny Mercer Blvd, B7-120City: Savannah State: GA Zip Code: 31410Property Owner, if different from above: Barry Chenkin
*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): barry56c@gmail.comPhone # (443) 235-3131Owner's Mailing Address: 4884 McCall RdCity: Rincon State: GA Zip Code: 31326Property Location: 4884 McCall RdProposed Road Access: Single curb cut on McCall RdPresent Zoning of Property: AR-1 Proposed Zoning: I-1 (Heavy)Tax Map-Parcel # 0450D005 Total Acres: 13.37 Acres to be Rezoned: 13.37Lot Characteristics: Single family home. Partially wooded**WATER** Private Well X Public Water System**SEWER** Private Septic System X Public Sewer SystemIf public, name of supplier: Effingham CountyJustification for Rezoning Amendment: The property adjoins and is almost entirely surrounded by Gateway Industrial Park. The immediate area is transitioning away from residential use.

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

North I-1 South I-1 East AR-1 West I-1

Rev 05052021

1. Describe the current use of the property you wish to rezone.

The current use of the property is residential rental housing.

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

Truck traffic on McCall road and the surrounding Gateway Industrial Park does not suit residential use. The wetlands to the southeast of the property are a large natural barrier. This property is on the industrial side of this natural fence.

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

This property will be utilized for smaller warehouse product (flex space) to accommodate smaller businesses compared with the majority of distribution warehouses in the county.

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

Property to the north, I-1 (Gateway) . Property to the east, residential rental houses with the intention of filing to rezone to I-1 in the future due to their border with Gateway. Property to the south, filed to rezone from AR-1 to I-1 and become a part of this project. Property to the west, Gateway Industrial Park

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

The rezoning of the property to I-1 will allow for uses consistent with the surrounding Gateway Industrial Park.

Adjacent AR-1 rental properties across McCall Rd have future intentions of rezoning to I-1.

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

McCall Road is the existing transportation corridor. It is unlikely that the completion of a building on this site would occur prior to the completion of Gateway Parkway and the Effingham Parkway, which will serve as the main transportation corridor for this project once complete. The nature of this product requires minimal water and a sewer connection is unlikely so county systems will not be impacted. This project would not result in any increase to the school system.

Applicant Signature: Nolan Andrews Date June 30th, 2023

Samantha Easton

From: Katie Dunnigan
Sent: Monday, July 31, 2023 10:42 AM
To: Samantha Easton
Subject: FW: EXTERNAL:Rezoning of 4828, 4838, & 4884 McCall Rd Public Comment

For rezoning file

From: Sam Bennett [REDACTED]
Sent: Monday, July 31, 2023 10:41 AM
To: Zoning Information <ZoningInfo@EffinghamCounty.org>
Subject: EXTERNAL:Rezoning of 4828, 4838, & 4884 McCall Rd Public Comment

To Whom It May Concern:

My name is Sam Bennett. I am the owner of 4903 McCall Road, Rincon. My property is directly across McCall Road from this project. I am fully in support of this project and have similar plans for my property in the near future. This project and my property are surrounded by industrial property, so we feel we are inherently included as industrial. Thank you for your consideration.

Best regards,

Sam

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

Samantha Easton

From: Wes Harper [wesharper@icloud.com]
Sent: Tuesday, August 1, 2023 11:11 AM
To: Zoning Information
Cc: Jesse Martin; nolan@acsrealtyteam.com; bherndon@effinghamindustry.com
Subject: EXTERNAL:Rezoning of 4828, 4838 & 4884 McCall Road Public Comment

Dear Members of the Rincon Zoning Board and Economic Development Authority,

I hope this message finds you well. My name is Wesley Harper and I am the owner of the property located at 4885 McCall Rd. As well I have my family member Jesse Martin copied on this note who is the property owner of 4857 McCall Rd.

I am writing to express our support for the proposed rezoning of the properties at 4828, 4838 & 4884 McCall Road **based on the current sketch plan that has been provided.**

As a landowner in the area, I believe that the rezoning of these properties to accommodate warehouse development and commercial flex space is a positive step in support of the current development already underway.

I understand the need to maintain a balance between residential and commercial areas in our community. However, given the current trends in development around Rincon, I believe that this rezoning aligns with the best interests of what the County and Economic Development Authority is working on as it pertains to the Savannah Gateway Industrial Hub development.

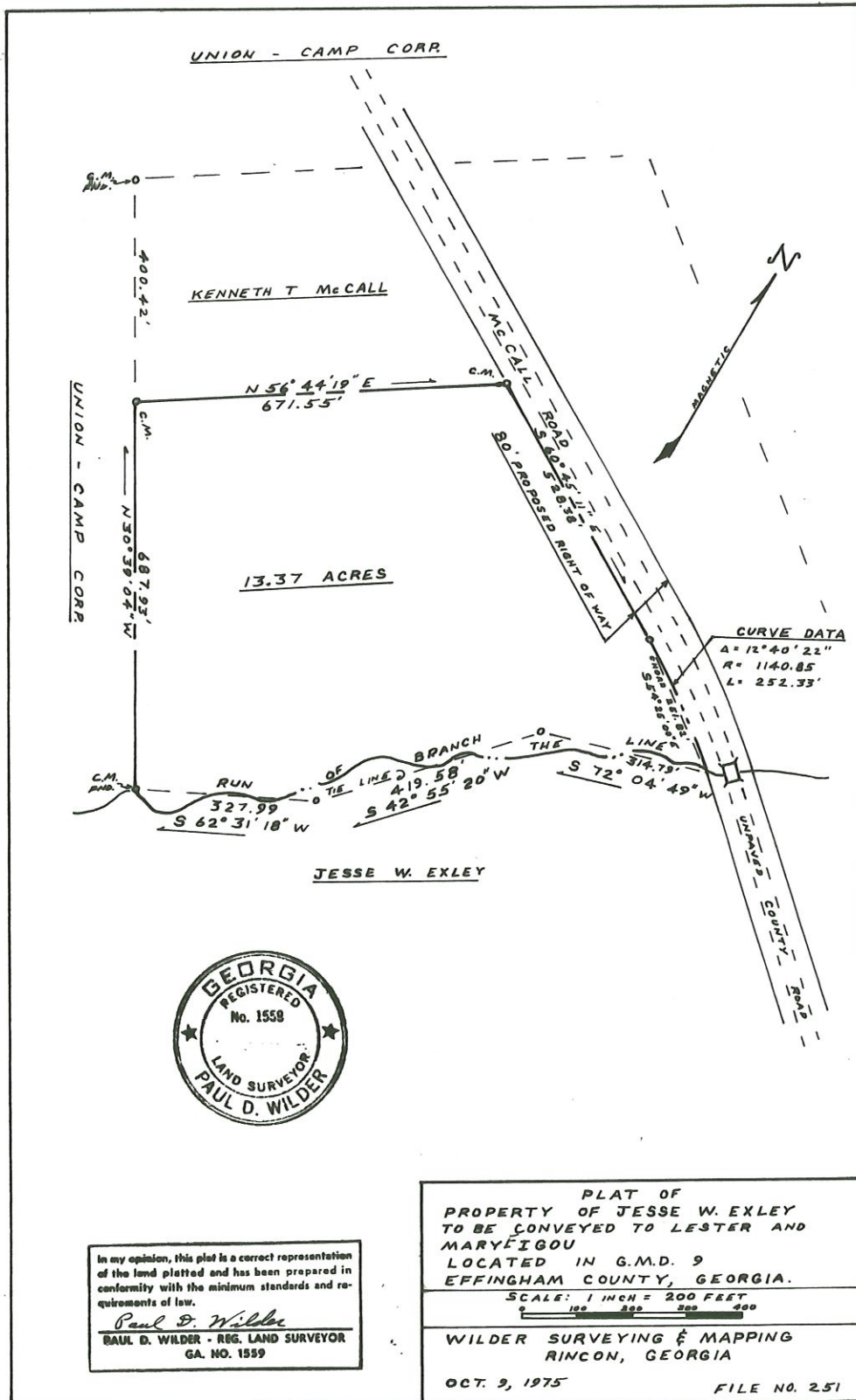
Thank you for your time and for the work you do to guide the development of our community. I look forward to following the progress of this proposal.

Best regards,

Wesley Harper
 4885 McCall Rd
 Rincon, GA 31326

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





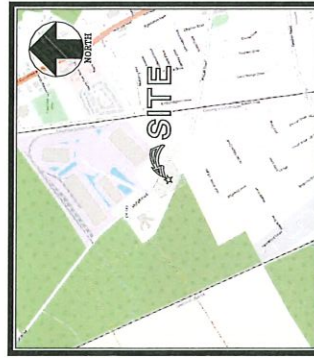


SITE HIGHLIGHTS:

TOTAL AREA = 18.3 ACRES
UPLANDS = 11.9 ACRES
WETLANDS = 6.4 ACRES
CURRENT ZONING = R-2
PROPOSED ZONING = F-1
BUILDING 1 - SINGLE LOAD
95,000 SF (600' X 260')
15 TRUCK POSITIONS
18 TRAILER POSITIONS
70 - COMMUTER PARKING

LEGEND

	WETLANDS
	MAJOR CONTOUR
	MINOR CONTOUR
	FLOOD PLAIN
	DETENTION
	BUILDING
	PAVING



VICINITY MAP

SCALE 1" = 2000'

HORIZON BUSINESS CENTER

CONCEPT PLAN - MCDONALD ROAD
BIRMINGHAM COUNTY, GA

DATE AUGUST 22, 2022 SCALE 1" = 60'

GRAPHIC SCALE

1" = 0' 2' 4' 6' 8' 10'

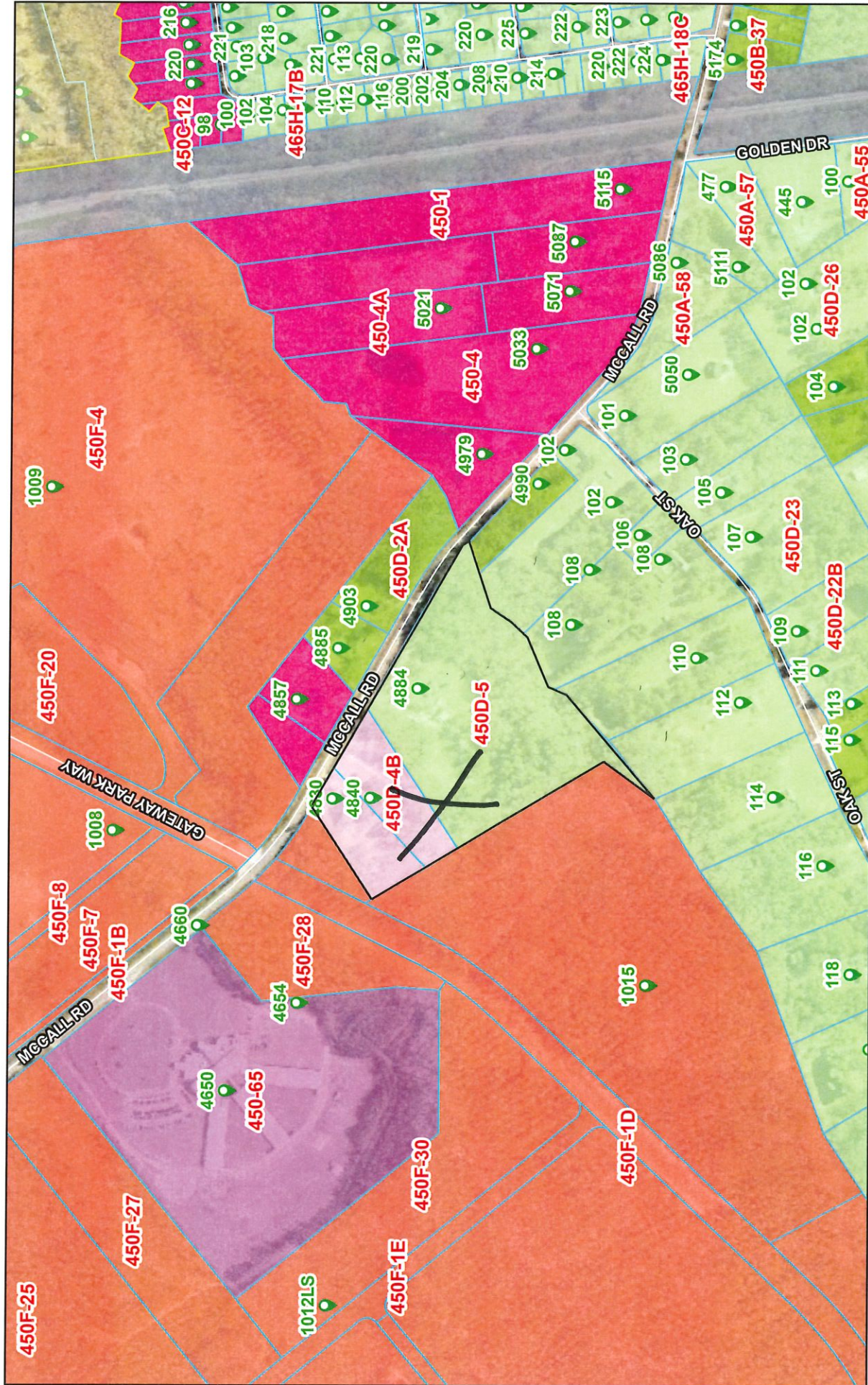
HUSSEY GAY BELL

Established 1958

Item XI. 1.



4830, 4840 & 4884 McCall Rd \ 450D-4A, 4B & 5



7/7/2023

Municipal Boundaries

Address Points

Tax Parcel Labels

Effingham County Zoning

AR-1

AR-2

R-1

R-2

1-1

PD

Other

1:7,899

0.2 mi

3 km

termmap,

Item XI. 1.

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **MRD Partners, LLC / Nolan Andrews – (Map # 450D Parcel # 4A, 4B & 5)** from **R-2 & AR-1** to **I-1** zoning.

- Yes ☒ No ☐ 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ☐ 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ☐ 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No ☐ 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No ☐ 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No ☐ 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No ☐ 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No ☐ 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL 

DISAPPROVAL _____

Of the rezoning request by applicant **MRD Partners, LLC / Nolan Andrews – (Map # 450D Parcel # 4A, 4B & 5)** from **R-2 & AR-1** to **I-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ~~No~~ ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **MRD Partners, LLC / Nolan Andrews – (Map # 450D Parcel # 4A, 4B & 5)** from **R-2 & AR-1** to **I-1** zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **MRD Partners, LLC / Nolan Andrews – (Map # 450D Parcel # 4A, 4B & 5)** from **R-2 & AR-1** to **I-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **MRD Partners, LLC / Nolan Andrews** – (Map # 450D Parcel # 4A, 4B & 5) from **R-2 & AR-1** to **I-1** zoning.

- Yes ☒ No? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
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- Yes ☒ No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **MRD Partners, LLC / Nolan Andrews as Agent for Ronald V. Roberts & Barry Chenkin** requests to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1** to allow for warehouse development. Located at 4828, 4838, & 4884 McCall Road. **[Map# 450D Parcel# 4A, 4B & 5]**

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1** to allow for warehouse development, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to develop a small, multi-tenant “flex building” for industrial use. The estimated total building size is proposed to be 156,000 square feet.
- The proposed site is bordered on two sides by the Gateway Industrial Park, which is zoned I-1.
- The SE boundary of the proposed site is along Schweigoffer Creek which acts as a natural boundary, and separation for existing industrial use in the area, the concept plan shows a minimum 300’ buffer to the AR-zoned properties on the SE boundary.
- Multiple adjacent residents on the NE project boundary, on the opposite side of McCall Rd, have written in support of the project and indicated a desire for similar rezoning of their own properties.
- The sketch plan for this project, and a variance request to reduce the buffer along McCall Road, are planned to be heard at the September Planning Board meeting.
- Multiple residents spoke at the September Planning Board meeting to oppose the rezoning. Their concerns included:
 - Noise pollution
 - Devaluation of property
 - Increase in traffic
 - Destruction of wildlife habitat
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
 - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
 - No applicable agencies have submitted comment or concern.
 - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
 - The property has direct frontage access to McCall Road.
 - No TIA has been conducted.
 - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
 - These properties currently serve as home sites.
 - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
 - The properties are adjacent to I-1 and AR zoning.

- *Would the proposed change in zoning adversely affect existing use or usability of adjacent nearby property?*
 - The zone change should not impact the use of nearby properties.
- *Do other conditions affect the property so as to support a decision against the proposal?*
 - Adjacent properties across McCall Road have stated intent to submit application to rezone to I-1.
- At the August 16, 2023 Planning Board meeting, Alan Zipperer made a motion for approval.
- The motion was seconded by Peter Higgins and carried unanimously.
- At the September 5, 2023 Board of Commissioners meeting, Commissioner Burdette made a motion to table the item until October 3, 2023.
- The motion was seconded by Commissioner Floyd and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners meeting, this item was postponed to the December 5, 2023 Board of Commissioners meeting during agenda approval.

Alternatives

1. **Approve** the request to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1**
2. **Deny** the request for to **rezone** 18.5 acres from **R-2 & AR-1** to **I-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

450D-4A, 4B & 5

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

450D-4A, 4B & 5

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, MRD PARTNERS, LLC / NOLAN ANDREWS AS AGENT FOR RONALD V. ROBERTS & BARRY CHENKIN has filed an application to rezone eighteen and fifty hundredths (18.5) +/- acres; from R-2 & AR-1 to I-1 to allow for a warehouse development; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on September 5, 2023 and notice of said hearing having been published in the Effingham County Herald on August 16, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on July 19, 2023; and

IT IS HEREBY ORDAINED THAT eighteen and fifty hundredths (18.5) +/- acres; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district is rezoned from R-2 & AR-1 to I-1.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (Second District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023

Item Description: **MRD Partners, LLC** as Agent for **Ronald V. Roberts & Barry Chenkin** requests a variance from Section 3.4 to reduce required development buffers from industrial to residential. Located on McCall Road, proposed zoned **I-1**. **[Map# 450D Parcel# 4A, 4B & 5]**

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **variance** from Section 3.4 to reduce required development buffers from industrial to residential.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant proposes to develop a “flex use” building. Their application to rezone to I-1 will be heard at the October 3, 2023 Board of Commissioners meeting.
- Due to prevalent wetlands on the property, development area is substantially limited on the ENE boundary.
- The applicant requests to reduce the required 300’ buffer to 25’, which is the required buffer between industrial-zoned properties.
- The applicant’s site is separated from residential properties along the property line in question by McCall Road, an 80’ County right of way.
- Multiple residents impacted by this buffer reduction have supported the rezoning request and intend to rezone to I-1 in the future.
- At the September 12, 2023 Planning Board meeting, Alan Zipperer made a motion for approval.
- The motion was seconded by Peter Higgins and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, the item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners meeting, the item was postponed to the December 5, 2023 Board of Commissioners meeting during agenda approval.

Alternatives

- Approve** the request for a **variance** from Section 3.4
- Deny** the request for a **variance** from Section 3.4

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

ATTACHMENT A - VARIANCE APPLICATION

Application Date: _____

Applicant/Agent: MRD Partners, LLC / Nolan AndrewsApplicant Email Address: nolan@acsrealtyteam.comPhone # (912) 228-2263Applicant Mailing Address: 463 Johnny Mercer, Blvd, B7-120City: Savannah State: GA Zip Code: 31410Property Owner, if different from above: See on page 4*Include Signed & Notarized Authorization of Property Owner*

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 4828, 4838 & 4884 McCall RdName of Development/Subdivision: Horizon Business CenterPresent Zoning of Property AR-1 & R2 Tax Map-Parcel # See on page 4 Total Acres 19.01**VARIANCE REQUESTED** (provide relevant section of code): 25' buffer along northern property boundary - Ordinance Section 3.4Describe why variance is needed: A reduced buffer variance is needed in order to make practical use of the site.

How does request meet criteria of Section 7.1.8 (see Attachment C): The property is physically unique because it is almost entirely surrounded by Gateway Industrial Park and there are wetlands and topographical changes that restrict the site. The other sites that are surrounded by Gateway include the three adjacent property owners across McCall Rd (the side the buffer variance is requested) who are in support of the project and plan to rezone to I-1 soon themselves.

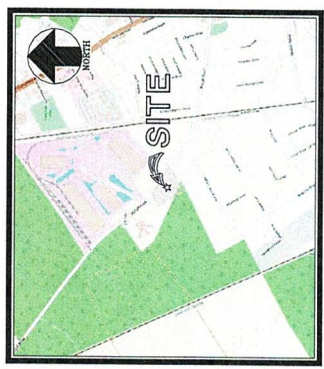
Applicant Signature: Nolan Andrews Date _____



SITE HIGHLIGHTS:

- TOTAL AREA = 18.3 ACRES
- UPLANDS = 11.9 ACRES
- WETLANDS = 6.4 ACRES
- CURRENT ZONING = R-2
- PROPOSED ZONING = E-1
- BUILDING 1 - SINGLE LOAD
- 156,000 SF 600' X 260'
- 20 DOCK POSITIONS
- 2 DRIVE IN RAMPS
- 18 TRAILER POSITIONS
- 70 - COMMUTER PARKING

- LEGEND**
- WETLANDS
 - MAJOR CONTOUR
 - MINOR CONTOUR
 - FLOOD PLAIN
 - DETENTION
 - BUILDING
 - PAVING



VICINITY MAP
SCALE 1" = 2000'

HORIZON BUSINESS CENTER

CONCEPT PLAN - MCCALL ROAD
EFFINGHAM COUNTY, GA
DATE AUGUST 22, 2023 SCALE 1" = 60'

GRAPHIC SCALE
1" = 60'

HUSSEY GAY BEI
Established 1958

Item XI. 3.



This is an aerial map of a residential area, likely in a suburban or rural setting. The map is overlaid with a grid of yellow lines representing property lots. Each lot is labeled with a unique identifier, such as 450F-1B, 450F-1C, 450F-1D, 450F-1E, 450F-1F, 450F-1G, 450F-1H, 450F-1I, 450F-1J, 450F-1K, 450F-1L, 450F-1M, 450F-1N, 450F-1O, 450F-1P, 450F-1Q, 450F-1R, 450F-1S, 450F-1T, 450F-1U, 450F-1V, 450F-1W, 450F-1X, 450F-1Y, 450F-1Z, 450F-2A, 450F-2B, 450F-2C, 450F-2D, 450F-2E, 450F-2F, 450F-2G, 450F-2H, 450F-2I, 450F-2J, 450F-2K, 450F-2L, 450F-2M, 450F-2N, 450F-2O, 450F-2P, 450F-2Q, 450F-2R, 450F-2S, 450F-2T, 450F-2U, 450F-2V, 450F-2W, 450F-2X, 450F-2Y, 450F-2Z, 450F-3A, 450F-3B, 450F-3C, 450F-3D, 450F-3E, 450F-3F, 450F-3G, 450F-3H, 450F-3I, 450F-3J, 450F-3K, 450F-3L, 450F-3M, 450F-3N, 450F-3O, 450F-3P, 450F-3Q, 450F-3R, 450F-3S, 450F-3T, 450F-3U, 450F-3V, 450F-3W, 450F-3X, 450F-3Y, 450F-3Z, 450F-4A, 450F-4B, 450F-4C, 450F-4D, 450F-4E, 450F-4F, 450F-4G, 450F-4H, 450F-4I, 450F-4J, 450F-4K, 450F-4L, 450F-4M, 450F-4N, 450F-4O, 450F-4P, 450F-4Q, 450F-4R, 450F-4S, 450F-4T, 450F-4U, 450F-4V, 450F-4W, 450F-4X, 450F-4Y, 450F-4Z, 450F-5A, 450F-5B, 450F-5C, 450F-5D, 450F-5E, 450F-5F, 450F-5G, 450F-5H, 450F-5I, 450F-5J, 450F-5K, 450F-5L, 450F-5M, 450F-5N, 450F-5O, 450F-5P, 450F-5Q, 450F-5R, 450F-5S, 450F-5T, 450F-5U, 450F-5V, 450F-5W, 450F-5X, 450F-5Y, 450F-5Z, 450F-6A, 450F-6B, 450F-6C, 450F-6D, 450F-6E, 450F-6F, 450F-6G, 450F-6H, 450F-6I, 450F-6J, 450F-6K, 450F-6L, 450F-6M, 450F-6N, 450F-6O, 450F-6P, 450F-6Q, 450F-6R, 450F-6S, 450F-6T, 450F-6U, 450F-6V, 450F-6W, 450F-6X, 450F-6Y, 450F-6Z, 450F-7A, 450F-7B, 450F-7C, 450F-7D, 450F-7E, 450F-7F, 450F-7G, 450F-7H, 450F-7I, 450F-7J, 450F-7K, 450F-7L, 450F-7M, 450F-7N, 450F-7O, 450F-7P, 450F-7Q, 450F-7R, 450F-7S, 450F-7T, 450F-7U, 450F-7V, 450F-7W, 450F-7X, 450F-7Y, 450F-7Z, 450F-8A, 450F-8B, 450F-8C, 450F-8D, 450F-8E, 450F-8F, 450F-8G, 450F-8H, 450F-8I, 450F-8J, 450F-8K, 450F-8L, 450F-8M, 450F-8N, 450F-8O, 450F-8P, 450F-8Q, 450F-8R, 450F-8S, 450F-8T, 450F-8U, 450F-8V, 450F-8W, 450F-8X, 450F-8Y, 450F-8Z, 450F-9A, 450F-9B, 450F-9C, 450F-9D, 450F-9E, 450F-9F, 450F-9G, 450F-9H, 450F-9I, 450F-9J, 450F-9K, 450F-9L, 450F-9M, 450F-9N, 450F-9O, 450F-9P, 450F-9Q, 450F-9R, 450F-9S, 450F-9T, 450F-9U, 450F-9V, 450F-9W, 450F-9X, 450F-9Y, 450F-9Z, 450F-10A, 450F-10B, 450F-10C, 450F-10D, 450F-10E, 450F-10F, 450F-10G, 450F-10H, 450F-10I, 450F-10J, 450F-10K, 450F-10L, 450F-10M, 450F-10N, 450F-10O, 450F-10P, 450F-10Q, 450F-10R, 450F-10S, 450F-10T, 450F-10U, 450F-10V, 450F-10W, 450F-10X, 450F-10Y, 450F-10Z, 450F-11A, 450F-11B, 450F-11C, 450F-11D, 450F-11E, 450F-11F, 450F-11G, 450F-11H, 450F-11I, 450F-11J, 450F-11K, 450F-11L, 450F-11M, 450F-11N, 450F-11O, 450F-11P, 450F-11Q, 450F-11R, 450F-11S, 450F-11T, 450F-11U, 450F-11V, 450F-11W, 450F-11X, 450F-11Y, 450F-11Z, 450F-12A, 450F-12B, 450F-12C, 450F-12D, 450F-12E, 450F-12F, 450F-12G, 450F-12H, 450F-12I, 450F-12J, 450F-12K, 450F-12L, 450F-12M, 450F-12N, 450F-12O, 450F-12P, 450F-12Q, 450F-12R, 450F-12S, 450F-12T, 450F-12U, 450F-12V, 450F-12W, 450F-12X, 450F-12Y, 450F-12Z, 450F-13A, 450F-13B, 450F-13C, 450F-13D, 450F-13E, 450F-13F, 450F-13G, 450F-13H, 450F-13I, 450F-13J, 450F-13K, 450F-13L, 450F-13M, 450F-13N, 450F-13O, 450F-13P, 450F-13Q, 450F-13R, 450F-13S, 450F-13T, 450F-13U, 450F-13V, 450F-13W, 450F-13X, 450F-13Y, 450F-13Z, 450F-14A, 450F-14B, 450F-14C, 450F-14D, 450F-14E, 450F-14F, 450F-14G, 450F-14H, 450F-14I, 450F-14J, 450F-14K, 450F-14L, 450F-14M, 450F-14N, 450F-14O, 450F-14P, 450F-14Q, 450F-14R, 450F-14S, 450F-14T, 450F-14U, 450F-14V, 450F-14W, 450F-14X, 450F-14Y, 450F-14Z, 450F-15A, 450F-15B, 450F-15C, 450F-15D, 450F-15E, 450F-15F, 450F-15G, 450F-15H, 450F-15I, 450F-15J, 450F-15K, 450F-15L, 450F-15M, 450F-15N, 450F-15O, 450F-15P, 450F-15Q, 450F-15R, 450F-15S, 450F-15T, 450F-15U, 450F-15V, 450F-15W, 450F-15X, 450F-15Y, 450F-15Z, 450F-16A, 450F-16B, 450F-16C, 450F-16D, 450F-16E, 450F-16F, 450F-16G, 450F-16H, 450F-16I, 450F-16J, 450F-16K, 450F-16L, 450F-16M, 450F-16N, 450F-16O, 450F-16P, 450F-16Q, 450F-16R, 450F-16S, 450F-16T, 450F-16U, 450F-16V, 450F-16W, 450F-16X, 450F-16Y, 450F-16Z, 450F-17A, 450F-17B, 450F-17C, 450F-17D, 450F-17E, 450F-17F,

Item XI. 3.



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Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023

Item Description: **MRD Partners, LLC** as Agent for **Ronald V. Roberts & Barry Chenkin** requests a variance from Section 3.4 to reduce required development buffers from industrial to residential. Located on McCall Road, proposed zoned **I-1**. **[Map# 450D Parcel# 4A, 4B & 5]**

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **variance** from Section 3.4 to reduce required development buffers from industrial to residential.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant proposes to develop a “flex use” building. Their application to rezone to I-1 will be heard at the October 3, 2023 Board of Commissioners meeting.
- Due to prevalent wetlands on the property, development area is substantially limited on the ENE boundary.
- The applicant requests to reduce the required 300’ buffer to 25’, which is the required buffer between industrial-zoned properties.
- The applicant’s site is separated from residential properties along the property line in question by McCall Road, an 80’ County right of way.
- Multiple residents impacted by this buffer reduction have supported the rezoning request and intend to rezone to I-1 in the future.
- At the September 12, 2023 Planning Board meeting, Alan Zipperer made a motion for approval.
- The motion was seconded by Peter Higgins and carried unanimously.
- At the October 3, 2023 Board of Commissioners meeting, the item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners meeting, the item was postponed to the December 5, 2023 Board of Commissioners meeting during agenda approval.

Alternatives

- Approve** the request for a **variance** from Section 3.4
- Deny** the request for a **variance** from Section 3.4

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
450D-4A, 4B & 5

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
450D-4A, 4B & 5

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, MRD PARTNERS, LLC / NOLAN ANDREWS AS AGENT FOR RONALD V. ROBERTS & BARRY CHENKIN has filed an application for a variance from Section 3.4 to reduce required development buffers from industrial to residential, to allow for a warehouse development; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on October 3, 2023 and notice of said hearing having been published in the Effingham County Herald on September 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 23, 2023; and

IT IS HEREBY ORDAINED THAT a variance from Section 3.4 to reduce required development buffers from industrial to residential, to allow for a warehouse development is granted for; map and parcel number 450D-4A, 4B & 5, located in the 2nd commissioner district:

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (Third District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **MRD Partners, LLC** request approval of a **sketch plan** for “Horizon Business Center.” Located on McCall Road, zoned **AR-1 & R-2**, proposed zoning **I-1**. [Map# 450D Parcel# 4A, 4B & 5]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Horizon Business Center.”

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Collectively this development proposes to be a 156,000 square foot building with 30 docking positions, 2 drive in ramps, 18 trailer positions, and 70 commuter parking spaces.
- The proposed development is bordered to the North and West by the OmniTrax Industrial Development along McCall Road.
- There is a proposed 300’ undisturbed buffer along the subdivision to the south and along the industrial zoned properties there is a 25’ proposed undisturbed buffer.
- The applicant has asked for a variance to the buffers along McCall Road, the proposed buffer is 25’.
- Once Gateway Parkway is completed, this development will utilize that access.
- At the September 12, 2023 Planning Board Meeting, Mr. Alan Zipperer made a motion for approval with staff recommendations. Mr. Ryan Thompson seconded, the motion carried unanimously.
- At the October 3, 2023 Board of Commissioners Meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners Meeting, this item was postponed to the December 5, 2023 Board of Commissioners meeting during agenda approval.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.

Alternatives

- Approve** the **sketch plan** for “Horizon Business Center.”
- Deny** the **sketch plan** for “Horizon Business Center.”

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Sketch Plan Application

Other Alternatives: 2

FUNDING: N/A

2. Sketch Plan 3. Aerial Photograph

EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Horizon Business CenterName of Applicant/Agent Nolan Andrews Phone (912) 228-2263Company Name MRD Partners, LLCAddress 463 Johnny Mercer Blvd, B-7-120, Savannah, GA 31410Owner of Record See on page 3 Phone (912) 228-2263

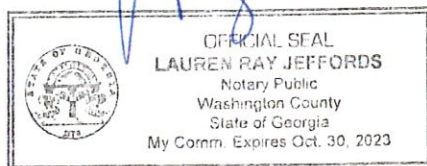
Address _____

Engineer Hussey Gay Bell & DeYoung Inc. Phone (912) 354-4626Address 329 Commercial Drive, Suite 200, Savannah, GA 31406Surveyor Hussey Gay Bell & DeYoung Inc. Phone (912) 354-4626Address 329 Commercial Drive, Suite 200, Savannah, GA 31406Proposed water Effingham County Proposed sewer Effingham CountyTotal acreage of property 19.01 Acreage to be divided N/A Number of Lots Proposed 1Current Zoning AR-1 & R-2 Proposed Zoning I-1 Tax map – Block – Parcel No See on page 3Are any variances requested? Yes If so, please describe: A buffer variance is requested on the McCall Rd boundary of the site due to the locational characteristics of the site and the support of the adjacent property owners.

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

This 9th day of August, 2023

Notary _____



Applicant _____

Owner _____

EFFINGHAM COUNTY

SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____

Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

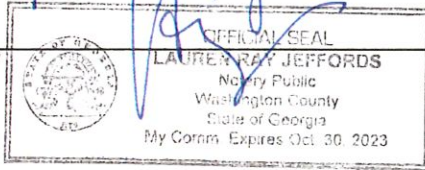
Office Use	Applicant Use	
(a) Project Information:		
	Y	1. Proposed name of development.
	Y	2. Names, addresses and telephone numbers of owner and applicant.
	Y	3. Name, address and telephone number of person or firm who prepared the plans.
	Y	4. Graphic scale (approximately 1"=100') and north arrow.
	Y	5. Location map (approximately 1" = 1000').
	Y	6. Date of preparation and revision dates.
	N/A	7. Acreage to be subdivided.
(b) Existing Conditions:		
	Y	1. Location of all property lines.
	Y	2. Existing easements, covenants, reservations, and right-of-ways.
	Y	3. Buildings and structures.
	Y	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
	Y	5. Existing utilities including water, sewer, electric, wells and septic tanks.
	Y	6. Natural or man-made watercourses and bodies of water and wetlands.
	Y	7. Limits of floodplain.
	Y	8. Existing topography.
	Y	9. Current zoning district classification and land use.
	N/A	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
	N/A	1. Layout of all proposed lots.
	Y	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	Y	3. Proposed zoning and land use.
	Y	4. Existing buildings and structures to remain or be removed.
	Y	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	Y	6. Proposed retention/detention facilities and storm-water master plan.

*	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
*	8. Water distribution infrastructure master plan.

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

This 9th day of August, 2023

Notary



Applicant

Owner

Additional Response to Checklist Items:

(c) Proposed Features:

4. Existing buildings and structures to remain or be removed.

Roberts Tract (Parcels 0450D004A00 & 0450D004B00)

Two single family homes and out buildings to be removed.

Chenkin Tract (Parcel 0450D005)

Single family home, shop, and out buildings to be removed.

*7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).

We propose a private wastewater collection system on-site. This would include a low pressure force main and private grinder station that would connect to Effingham County's force main in the McCall Road ROW.

*8. Water distribution infrastructure plan.

We propose a connection to Effingham County's 16" watermain in the McCall Road ROW.

Owners of Record:








Ronald V. Roberts
Parcels 0450D004A00 & 0450D004B00
4828 & 4838 McCall Rd

Barry Chenkin
Parcel 0450D005
4884 McCall Rd



SITE HIGHLIGHTS:

TOTAL AREA = 18.3 ACRES
UPLANDS = 11.9 ACRES
WETLANDS = 6.4 ACRES
CURRENT ZONING = I-1
PROPOSED ZONING = I-1
BUILDING 1 - SINGLE LOAD
56,000 SF 600' X 240'
30 DOCK POSITIONS
2 DRIVE IN RAMPS
18 TRAILER POSITIONS
70 - COMMUTER PARKING

LEGEND
 WETLANDS
 MAJOR CONTOUR
 MINOR CONTOUR
 FLOOD PLAIN
 DETENTION
 BUILDING
 PAVING



VICINITY MAP

SCALE 1" = 2000'

HORIZON BUSINESS CENTER

CONCEPT PLAN - MCCALL ROAD
BIRMINGHAM COUNTY, GA
DATE AUGUST 07, 2023 SCALE 1" = 60'

GRAPHIC SCALE
0 20 40 60 80 100

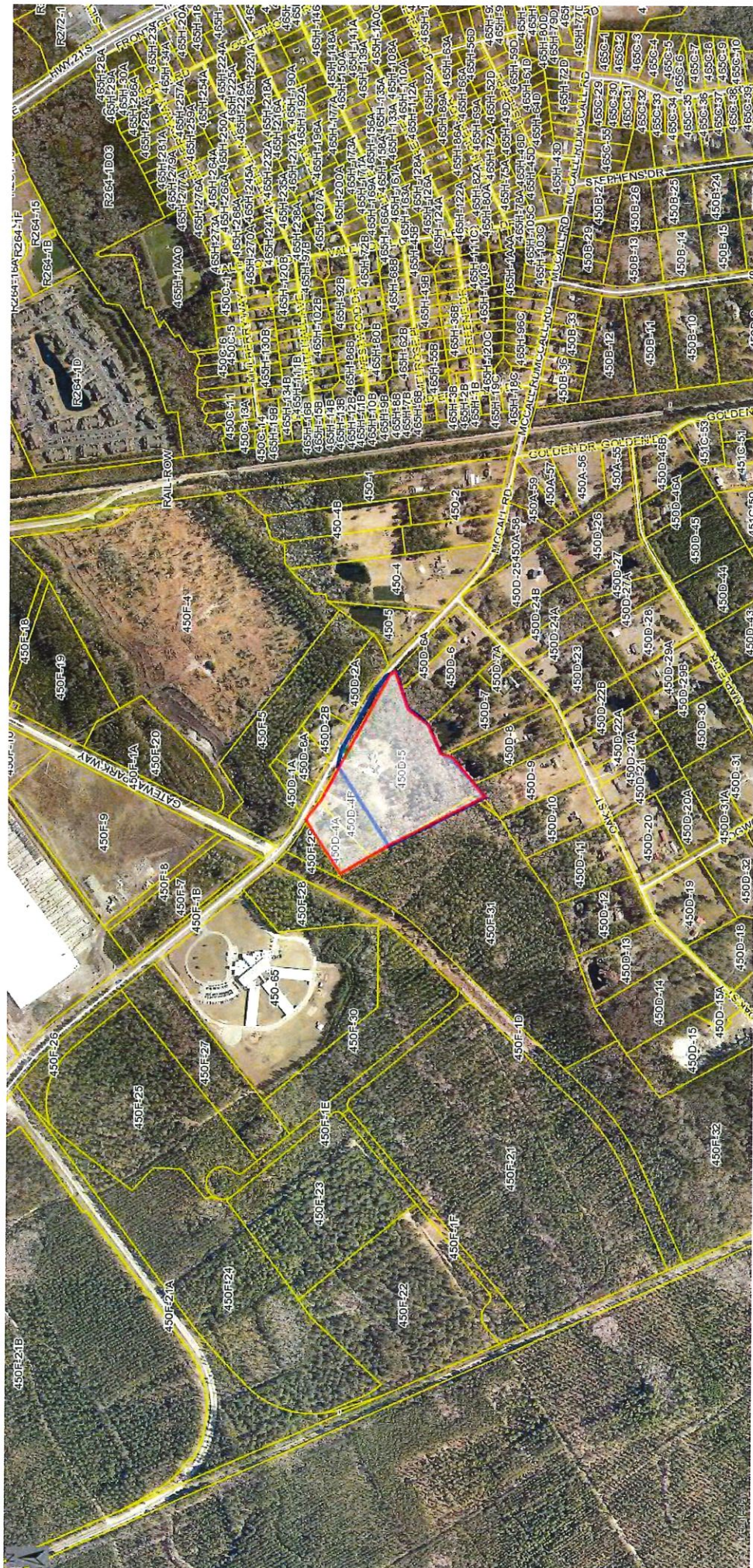
HUSSEY GAY BELL

Established 1958

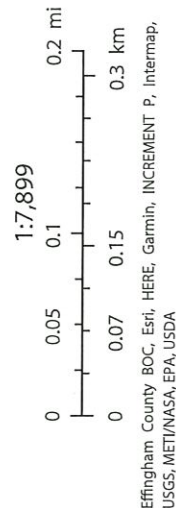
Item XI. 5.



4830, 4840 & 4884 McCall Road



Item XI. 5.



Municipal Boundaries	Tax Parcels	Effingham County Zoning	R-1	PD
	Roads	AR-1	R-2	Other
	Address Points	AR-2	I-1	
	Tax Parcel Labels			

220

Subject: Rezoning (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **KFJT Enterprises, LLC** as Agent for **Estate of Ernest Oetgen** requests **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1** to allow for business development. Located on Oetgen Road. [Map# 399 Parcel# 3, 3D, 3Q, & 3R]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1** to allow for business development, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant proposes to develop an industrial warehouse.
- While the adjacent zoning of many of the surrounding properties is AR-1, they are primarily under the same family ownership with the exception of a “mini-farm” subdivision to the NW. There are a notable number of industrial-zoned properties in the near vicinity.
- Due to high prevalence of wetlands (80+ acres), the applicant proposes minimal development, and large areas of undisturbed vegetation, creating a buffer in excess of the requisite 300’.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
 - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
 - EOM has recommended a technical traffic memorandum.
 - Oetgen/Stagecoach Road is currently used for industrial traffic.
 - No applicable agencies other than EOM have submitted comment or concern.
 - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
 - The property has direct frontage access to Oetgen/Stagecoach Road.
 - No TIA has been conducted.
 - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
 - The surface mine on 399-3Q and involved R-4 parcels are inactive.
 - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
 - The immediate area is a mixture of AR-1, R-4, and I-1.
 - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
 - The zone change should not impact the use of nearby properties.
 - *Do other conditions affect the property so as to support a decision against the proposal?*
 - There is an open Code Enforcement case with EPD involvement for 399-3R involving illegal dumping.
- Resident opposition was presented at the September 12, 2023 Planning Board meeting. Concerns included:
 - Increase of traffic

- Property value and tax rates
- Condition of Stagecoach Road
- Detriment to character of area
- At the September 12, 2023 Planning Board meeting, Ryan Thompson made a motion for denial, based on concerns regarding condition and future maintenance of Godley/Stagecoach Road.
- The motion was seconded by Peter Higgins, and carried unanimously.
- In response to Planning Board recommendation, Code Enforcement action, and in an effort to remain consistent with the recent I-1 rezoning of 419-1A, Staff has added conditions 2-4 for approval.
- At the October 3, 2023 Board of Commissioners meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners meeting, this item was postponed to the December 5, 2023 Board of Commissioners meeting during agenda approval.

Alternatives

1. Approve the request to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1**, with the following conditions:

1. A recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. The applicant shall meet with impacted jurisdictions to address and reach agreement on road maintenance concerns.
3. There shall be no traffic access to or from Godley Road.

2. Deny the request for to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Rezoning application and checklist
2. Ownership certificate/authorization

3. Plat

4. Aerial photograph

5. Deed

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 7/31/2023Applicant/Agent: KFJT Enterprises LLCApplicant Email Address: kevinfinley1995@gmail, Jeff@cpa-ht.comPhone # 912-596-6044 912-604-9806Applicant Mailing Address: 440 Mall Blvd, Suite ACity: Savannah State: GA Zip Code: 31406Property Owner, if different from above: Estate of Ernest J. Oetgen (EFK)
Include Signed & Notarized Authorization of Property OwnerOwner's Email Address (if known): Chris Klen klen@group.netPhone # 912/598-1771Owner's Mailing Address: 15 Lake Street, Suite 210City: Savannah State: GA Zip Code: 31411Property Location: 662 Godley Rd. (Oetgen Rd, accessed off HWY 80)Proposed Road Access: Stagecoach Rd. to Oetgen Rd.Present Zoning of Property: AR-1, PD Proposed Zoning: I-1

please see below

Tax Map-Parcel # (4) total Total Acres: 171.94 Acres to be Rezoned: 171.94Lot Characteristics: borrow pit, structure/home of Mr. Julian Oetgen and few mobile homes**WATER**☒ Private Well☐ Public Water System

If public, name of supplier: _____

SEWER☒ Private Septic System☐ Public Sewer SystemJustification for Rezoning Amendment: to light industrial purposes

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

North AR-1 South AR1 East R-4, I-1 West AR-1Tax Map-Parcel #'s: 03990003 03990003Q00
03990003D00 03990003R00

Rev 05052021

1. Describe the current use of the property you wish to rezone.

Agricultural, borrow pit

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

No

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

Industrial warehouse facility

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

Agricultural

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Compatible with adjacent agricultural zonings

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

No

Applicant Signature:



Date

8/19/23



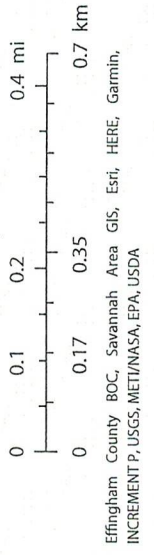
399-3, 3D, 3Q & 3R / Oetgen Road



8/13/2023

- Tax Parcel Labels
- Tax Parcels
- Roads
- Wetlands
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine
- FEMA Flood Zone
- A
- AE

1:15,799



Item XI. 6.

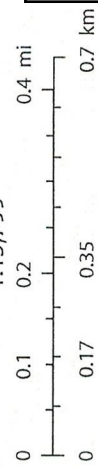
399-3, 3D, 3Q & 3R / Oetgen Road



8/13/2023

- Tax Parcel Labels
- Effingham County Zoning
- AR-1
- AR-2
- R-1
- R-4
- B-2
- I-1
- Efn_fin_cache
- Red: Band_1
- Green: Band_2
- Tax Parcels
- Roads

1:15,799



Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, MET/NASA, EPA, USDA

Item XI. 6.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL X

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from AR-1 & R-4 to I-1 zoning.

- Yes ☒ No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL ✓

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from AR-1 & R-4 to I-1 zoning.

- Yes ✓ No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ✓ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ✓ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- Yes ✓ No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ✓ No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ✓ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL ✓

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from AR-1 & R-4 to I-1 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal? ROAD

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL X

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from AR-1 & R-4 to I-1 zoning.

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

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

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

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

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

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

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

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

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL 

Of the rezoning request by applicant **KFJT Enterprises as Agent for Estate of Ernest Oetgen – (Map # 399 Parcels # 3, 3D & 3Q)** from AR-1 & R-4 to I-1 zoning.

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

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

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

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

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

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

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

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



#13-Peter

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **KFJT Enterprises, LLC** as Agent for **Estate of Ernest Oetgen** requests **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1** to allow for business development. Located on Oetgen Road. [Map# 399 Parcel# 3, 3D, 3Q, & 3R]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1** to allow for business development, with conditions.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant proposes to develop an industrial warehouse.
- While the adjacent zoning of many of the surrounding properties is AR-1, they are primarily under the same family ownership with the exception of a “mini-farm” subdivision to the NW. There are a notable number of industrial-zoned properties in the near vicinity.
- Due to high prevalence of wetlands (80+ acres), the applicant proposes minimal development, and large areas of undisturbed vegetation, creating a buffer in excess of the requisite 300’.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
 - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
 - EOM has recommended a technical traffic memorandum.
 - Oetgen/Stagecoach Road is currently used for industrial traffic.
 - No applicable agencies other than EOM have submitted comment or concern.
 - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
 - The property has direct frontage access to Oetgen/Stagecoach Road.
 - No TIA has been conducted.
 - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
 - The surface mine on 399-3Q and involved R-4 parcels are inactive.
 - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
 - The immediate area is a mixture of AR-1, R-4, and I-1.
 - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
 - The zone change should not impact the use of nearby properties.
 - *Do other conditions affect the property so as to support a decision against the proposal?*
 - There is an open Code Enforcement case with EPD involvement for 399-3R involving illegal dumping.
- Resident opposition was presented at the September 12, 2023 Planning Board meeting. Concerns included:
 - Increase of traffic

- Property value and tax rates
- Condition of Stagecoach Road
- Detriment to character of area
- At the September 12, 2023 Planning Board meeting, Ryan Thompson made a motion for denial, based on concerns regarding condition and future maintenance of Godley/Stagecoach Road.
- The motion was seconded by Peter Higgins, and carried unanimously.
- In response to Planning Board recommendation, Code Enforcement action, and in an effort to remain consistent with the recent I-1 rezoning of 419-1A, Staff has added conditions 2-4 for approval.
- At the October 3, 2023 Board of Commissioners meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting during agenda approval.
- At the November 7, 2023 Board of Commissioners meeting, this item was postponed to the December 5, 2023 Board of Commissioners meeting during agenda approval.

Alternatives

1. Approve the request to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1**, with the following conditions:

1. A recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. The applicant shall meet with impacted jurisdictions to address and reach agreement on road maintenance concerns.
3. There shall be no traffic access to or from Godley Road.

2. Deny the request for to **rezone** 170 +/- acres from **AR-1 & R-4** to **I-1**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

399-3,3D,3Q,3R

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

399-3,3D,3Q,3R

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, KFJT ENTERPRISES, LLC AS AGENT FOR THE ESTATE OF ERNEST OETGEN JR. has filed an application to rezone one hundred seventy-one and ninety-four hundredths (171.94) +/- acres; from AR-1 & R-4 to I-1 to allow for industrial business development; map and parcel number 399-3,3D,3Q,3R, located in the 1stth commissioner district, and

WHEREAS, a public hearing was held on October 3, 2023 and notice of said hearing having been published in the Effingham County Herald on September 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 23, 2023; and

IT IS HEREBY ORDAINED THAT one hundred seventy-one and ninety-four hundredths (171.94) +/- acres; map and parcel number 399-3,3D,3Q,3R, located in the 1st commissioner district, is rezoned from AR-1 & R-4 to I-1, with the following conditions:

1. A recombination plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. The applicant shall meet with impacted jurisdictions to address and reach agreement on road maintenance concerns.
3. There shall be no traffic access to or from Godley Road.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Sketch Plan (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Coleman Company** request approval of a **sketch plan** for “Oetgen Industrial.” Located on Oetgen Road, zoned I-1. [Map# 399 Parcel# 3, 3D, 3Q & 3R]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Oetgen Industrial.”

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- The proposed warehouse will be approximately 451,000 square feet and the total project site will cover 157.80 acres.
- A private wastewater septic system and privet well and fire tank are proposed for this site.
- A 300' buffer is proposed to all surrounding residentially zoned parcels. The small triangular shaped parcel across the street is part of the rezoning to I-1 so the buffer to the east is proposed to be 50' along Godley Road.
- Access to this site is proposed at Godley Road, EOM does recommend a technical traffic memorandum will be needed for the proposed access.
- At the September 12, 2023 Planning Board meeting, Mr. Ryan Thompson explained that his decision for the recommendation of denial is because the rezoning for this parcel to I-1 was also recommended for denial.
- Mr. Ryan Thompson made a motion to deny the sketch plan. Mr. Brad Smith seconded, the motion carried unanimously.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the October 3, 2023 Board of Commissioners Meeting, this item was postponed to the November 7, 2023 Board of Commissioners meeting at agenda approval.
- At the November 7, 2023 Board of Commissioners Meeting, this item was postponed to the December 5, 2023 Board of Commissioners meeting at agenda approval.

Alternatives

1. **Approve** the **sketch plan** for “Oetgen Industrial.”
 1. A technical traffic memorandum be performed for the proposed access to the site.
2. **Deny** the **sketch plan** for “Oetgen Industrial.”

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Sketch Plan Application 2. Sketch Plan 3. Aerial Photograph

Other Alternatives: 2

FUNDING: N/A

EFFINGHAM COUNTY

SKETCH PLAN SUMMITAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision OETGEN INDUSTRIALName of Applicant/Agent GREG COLEMAN Phone 912-200-3041Company Name COLEMAN COMPANY, INC.Address 1480 CHATHAM PARKWAY, SUITE 100, SAVANNAH, GEORGIA 31405Owner of Record SEE ATTACHED LIST OF OWNERS Phone 912/598-1771Address 15 Lake Street, Suite 210 Savannah GA 31411Engineer COLEMAN COMPANY, INC. Phone 912-200-3041Address 1480 CHATHAM PARKWAY, SUITE 100, SAVANNAH, GEORGIA 31405Surveyor COLEMAN COMPANY, INC. Phone 912-200-3041Address 1480 CHATHAM PARKWAY, SUITE 100, SAVANNAH, GEORGIA 31405Proposed water PRIVATE WELL Proposed sewer SEPTIC SYSTEMTotal acreage of property 270.56 Acreage to be divided NA Number of Lots Proposed 1Current Zoning AR-1, I-1, R-4 Proposed Zoning I-1 Tax map - Block - Parcel No SEE ATTACHED
399-3; 399-30; 399-30; 399-32Are any variances requested? NO If so, please describe: _____

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

This 9th day of August, 2023
Brianne J. Schonfeld
 Notary

Applicant _____
 Owner Chad, Attorney for
Ernest J. Oetgen Estate



EFFINGHAM COUNTY

SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use
(a) Project Information:	
	Y 1. Proposed name of development.
	Y 2. Names, addresses and telephone numbers of owner and applicant.
	Y 3. Name, address and telephone number of person or firm who prepared the plans.
	Y 4. Graphic scale (approximately 1"=100') and north arrow.
	Y 5. Location map (approximately 1" = 1000').
	Y 6. Date of preparation and revision dates
	NA 7. Acreage to be subdivided.
(b) Existing Conditions:	
	Y 1. Location of all property lines.
	Y 2. Existing easements, covenants, reservations, and right-of-ways.
	Y 3. Buildings and structures.
	Y 4. Sidewalks, streets, alleys, driveways, parking areas, etc.
	Y 5. Existing utilities including water, sewer, electric, wells and septic tanks.
	Y 6. Natural or man-made watercourses and bodies of water and wetlands.
	Y 7. Limits of floodplain.
	Y 8. Existing topography.
	Y 9. Current zoning district classification and land use.
	Y 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:	
	NA 1. Layout of all proposed lots.
	Y 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	Y 3. Proposed zoning and land use.
	Y 4. Existing buildings and structures to remain or be removed.
	Y 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	Y 6. Proposed retention/detention facilities and storm-water master plan.

	*	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
	*	8. Water distribution infrastructure master plan.

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

This 9th day of August, 2023
 Notary Brianne J. Schonfeld Applicant [Signature] Owner [Signature] Attorney for Ernest J. Oetgen Esq.

ADDITIONAL RESPONSE TO CHECKLIST ITEMS:

- * 7. A PRIVATE WASTEWATER SEPTIC SYSTEM IS PROPOSED.
- * 8. A PRIVATE WELL AND FIRE TANK ARE PROPOSED.





EOM Operations
Your solution to a better tomorrow

Item XI. 8.

August 31st, 2023

Greg Coleman
Coleman Company, Inc.
1480 Chatham Parkway, Suite 100
Savannah, GA 31405

Dear Mr. Coleman,

I am pleased to provide you with a review of the sketch plan for Oetgen Industrial, which can be found below.

Site Plan Review

Submittal Documents

Sketch Plan & Application.....*Aug. 2023*

Comments

1. Wetlands are indicated on the sketch plan. If not yet performed, a formal delineation and jurisdictional determination will be needed wetlands. If wetlands are determined to be jurisdictional and will be disturbed by development, a Nation Wide Permit will be needed.
2. Consult with GA EPD regarding any modifications to the borrow pit, including closure/restoration of borrow pit.
3. Consult Effingham County Health Department for permitting of well and septic system. A level 3 soil survey will definitely be needed. It is recommended that all required setbacks for the well and septic are shown on the plans.
4. Per the County GIS, there appears to be some AR zoned property across Stagecoach/Godley Rd. A 50 ft buffer is provided on the frontage of this parcel. Consult County Staff to verify if buffer variance is needed.
5. A technical traffic memorandum will be needed at site plan review to assess the proposed access to site.



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882



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6. The scale provided on the plans does not appear to be suited for the page size of drawing.
7. Since site is being served by a well, fire protection needs should be considered early in the design of the private water system.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM

CC: Stephen Candler, Director of Development Services - Effingham County
Chelsie Fernald, Planner II - Effingham County
Liberto Chacon, PE, Sr. Vice President - EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324

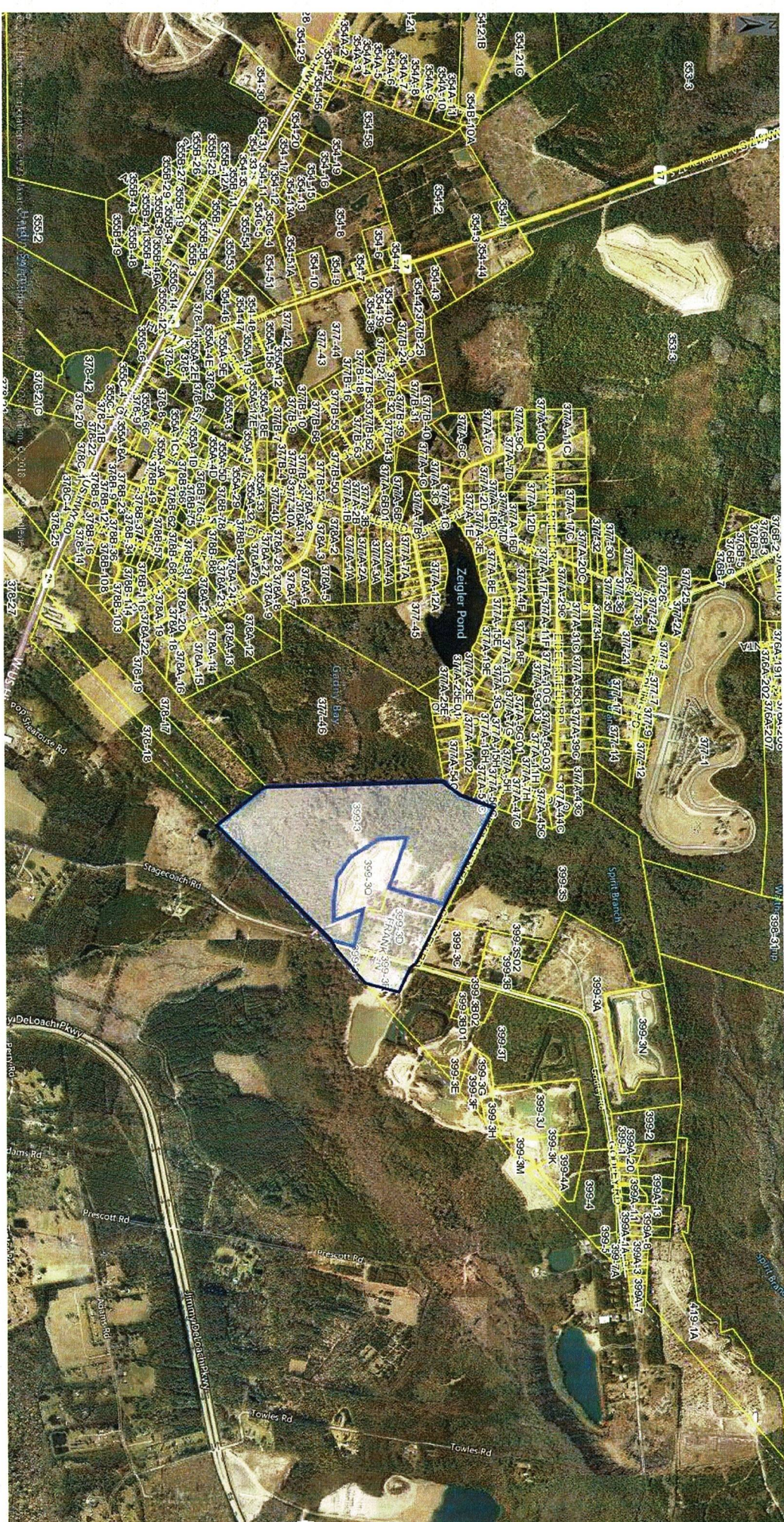


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Ph: 912.445.0050
F: 912.756.5882

Oetgen Road

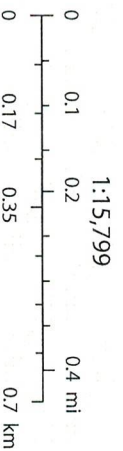


399-3, 3D, 3Q & 3R / Oetgen Road



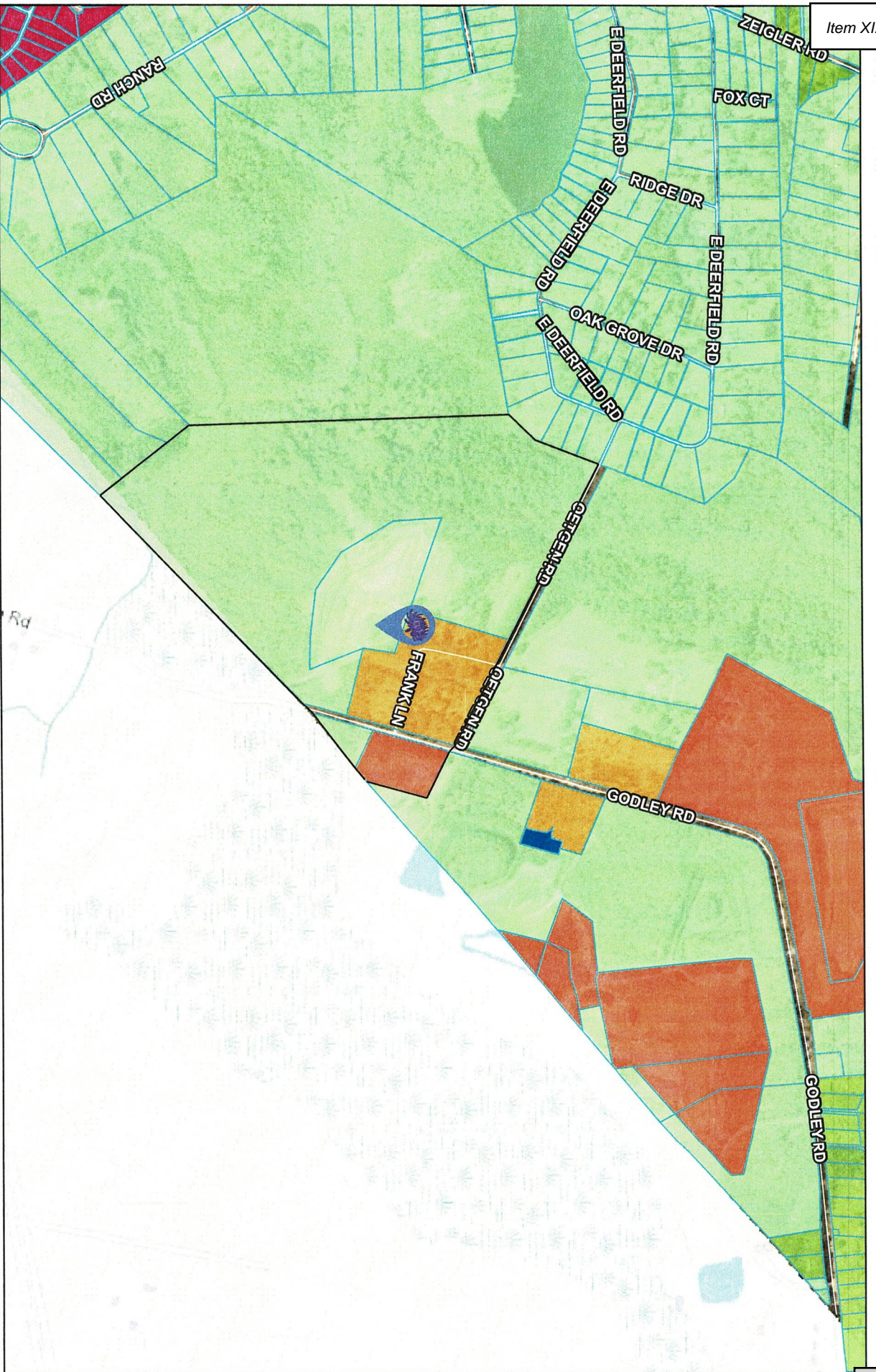
8/13/2023

- Tax Parcel Labels
- Wetlands
 - Freshwater Forested/Shrub Wetland
 - Freshwater Pond
- Roads
- Lake
- Riverine
- FEMA Flood Zone
 - A
 - AE



Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

399-3, 3D, 3Q & 3R / Oetgen Road



8/13/2023

- Tax Parcel Labels
- Tax Parcels
 - Roads
- Effingham County Zoning
- AR-1
 - AR-2
 - R-1
 - R-4
 - B-2
 - I-1
 - Efn_fin_cache
 - Red: Band_1
 - Green: Band_2

1:15,799

0 0.1 0.2 0.35 0.4 mi

0 0.17 0.35 0.7 km

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Staff Report

Subject: Rezoning (Fourth District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023

Item Description: Lex Bazemore as Agent for Wanda R. Williams requests to **rezone** 17.67 acres from **AR-1** to **R-4** with the **conditional use** to allow for an RV park. Located on Race Path Road. [Map# 412 Parcel# 5A]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 17.67 acres from **AR-1** to **R-4** with the **conditional use** to allow for an RV park.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Section 5.7.2.3 allows for *Recreational vehicle parks, provided that no recreational vehicle occupies a site for more than 180 consecutive days.*
- Citizen reports to Development Services state that existing RV parks frequently have wait lists, and are not available for occupation for months.
- Due to the fact that occupation of an RV is prohibited outside of R-4 zoning, Code Enforcement frequently responds to complaints of illegal RV occupation.
- Staff was unable to identify R-4 rezoning more recent than 2007 (Whispering Pines, Hodgeville Road).
- The proposed development will next be required to submit a sketch plan for review and approval.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
 - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
 - At the Technical Review Committee meeting for this project, EOM's constructive comment on roads was limited to the need for an upgrade to a commercial access/driveway for an RV park.
 - No applicable agencies other than EOM have submitted comment or concern.
 - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
 - No TIA has been conducted.
 - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
 - The property is currently undeveloped.
 - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
 - The surrounding area is within the AR zoning districts, with a nearby R-1 subdivision, and a surface mine. This composition is compatible with other residential zoning.
 - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
 - The zone change should not impact the use of nearby properties.
 - *Do other conditions affect the property so as to support a decision against the proposal?*
 - The applicant will have to obtain EPD permitting for water/sewer systems.

- Resident opposition was presented at the September 12, 2023 Planning Board meeting. Cd included:
 - Increase in traffic
 - Devaluation of property
 - Condition of Racepath Road
 - Burden to internet access
- At the September 12, 2023 Planning Board meeting, Brad Smith made a motion for approval. The motion was seconded by Alan Zipperer, and failed with a vote of 2-3.
- Peter Higgins made a motion for denial, which was seconded by Ryan Thompson and carried 3-2, Brad Smith and Alan Zipperer opposing.
- At the October 3, 2023 Board of Commissioners meeting, Commissioner Loper made a motion for approval with staff recommendation. There was not a second and the motion died.
- Mr. Lex Bazemore asked the board if the item could be tabled.
- Commissioner DeLoach made a motion to table the item to the November 7, 2023 Board of Commissioners meeting; Commissioner Loper second and it carried unanimously.
- At the November 7, 2023 Board of Commissioners meeting this item was tabled to the December 5, 2023 Board of Commissioners meeting.

Alternatives

1. **Approve** the request to **rezone** 17.67 acres from **AR-1** to **R-4** with a **conditional use**, with the following conditions:
 1. The Recreational Vehicle park shall conform in every way to the R-4 zoning district.
 2. The Recreational Vehicle park shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate
2. **Deny** the request for to **rezone** 17.67 acres from **AR-1** to **R-4** with a **conditional use**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

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

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 8-7-23Applicant/Agent: Lex BazemoreApplicant Email Address: Bazemore Lex @ Gmail.comPhone # 912-712-8120Applicant Mailing Address: 140 Pelican Dr.City: Tybee State: Ga Zip Code: 31328Property Owner, if different from above: Wanda B. Williams
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: 134 Summer Winds Dr.City: Savannah State: Ga Zip Code: 31410Property Location: 634 b. Race Path Rd. Property ID: 04120005AcProposed Road Access: Race Path Rd.Present Zoning of Property: AR-1 Proposed Zoning: R-4Tax Map-Parcel # 412-5A Total Acres: 17.67 Acres to be Rezoned: 17.67

Lot Characteristics: _____

WATER☒ Private Well☐ Public Water System**SEWER**☒ Private Septic System☐ Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: _____

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

North AR-1 South AR-1 East AR-1 West AR-1
↓
AR-2

1. Describe the current use of the property you wish to rezone.

Land is vacant and not being used.

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

No.

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

Recreational Vehicle sites

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

Mostly agriculture/pines and residential. One is mix use, with a building that supports a business.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

We are providing monthly RV sites to residents

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

No, our RV sites will not use county water or sewer, transportation facilities, nor be a burden on existing streets. Our site allow for up to 2 people to occupy a site over night, ther for limiting the use of local schools.

Applicant Signature:

L. K. Bymore

Date

23-8-7

FILED FOR RECORD
D182/E-7
JUL 01 - 4 P 2:26

0990 1450
0990 1450
0990 1450

LINE	BEARING	HORIZ DIST
L1	S62°33'07"W	48.54'
L2	N67°16'47"W	69.10'
L3	S38°09'55"W	138.57'
L4	N68°14'26"W	88.38'
L5	S77°20'30"W	56.02'
L6	N50°14'44"E	130.16'
L7	N57°41'41"E	118.45'

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N65°53'01"E	105.68'	612.25'	105.87'	9°54'07"	53.04'
C2	N75°50'07"E	106.74'	612.25'	106.87'	10°00'05"	53.57'
C3	N89°19'47"E	118.93'	334.60'	119.56'	20°28'25"	60.43'
C4	S58°53'20"E	106.64'	334.60'	107.10'	18°20'21"	54.01'

SURVEY FOR:

WANDA R. WILLIAMS

COUNTY: EFFINGHAM STATE: GA.

GMD:9 TH SUBD:

DATE: 9/28/16
SCALE: 1"=400'

FILE NUMBER:16178

TOTAL AREA: =17.67 AC. LOT

FIELD SURVEY DATE: 8/17/16

Item XI. 9.

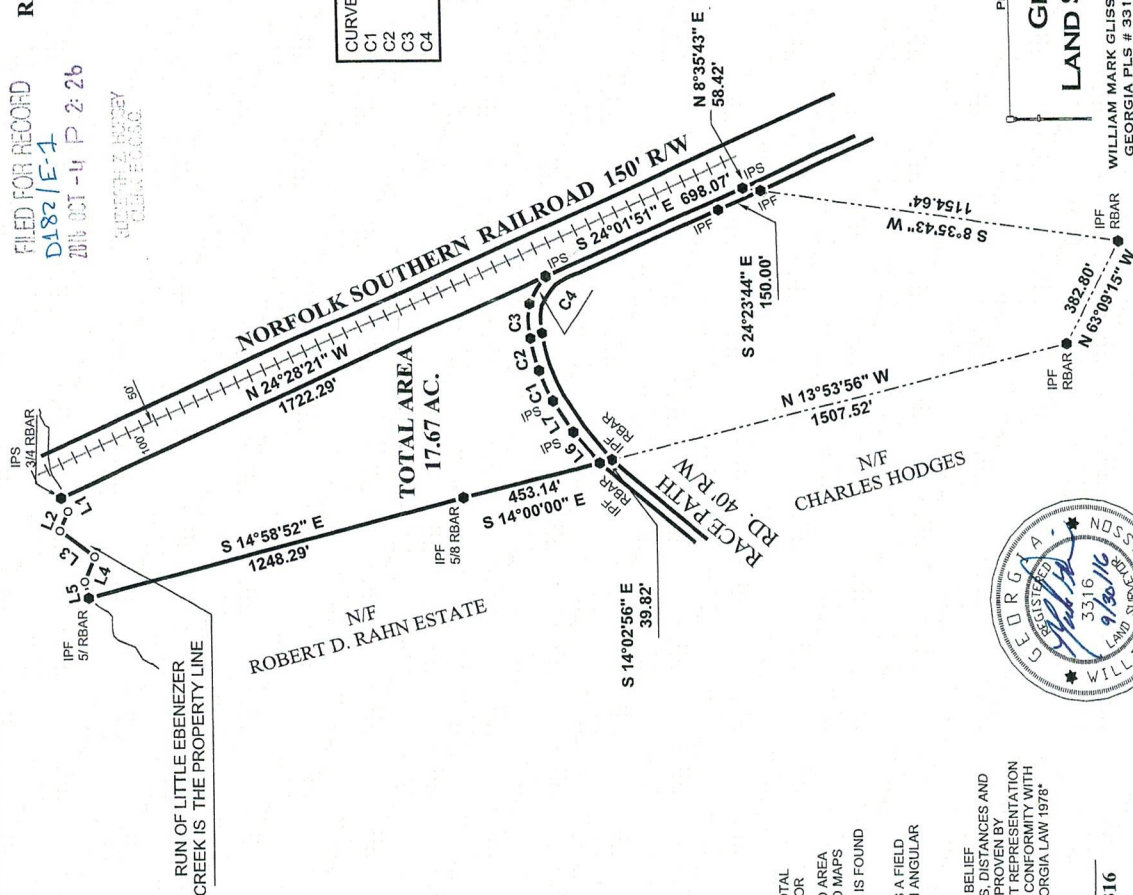
PREPARED BY:

GLISSON

LAND SURVEYING

WILLIAM MARK GLISSON - REGISTERED LAND SURVEYOR
GEORGIA PLS # 3316 - SOUTH CAROLINA PLS # 31964

377 TUCKER ROAD, CLAXTON, GEORGIA 30417
 RINCON: (912) 826 - 5283 CLAXTON: (912) 282 - 7052
 WMGLISSON@BELLSOUTH.NET



STATE OF GEORGIA

REFERENCES:

PL CABINET D-98 SLIDE C-1
PL CABINET D-159 SLIDE E-1
PL BK G PG 214
PL BK F PG 242
TX MAP #04120005A

PIURSI ANT TO O.G.C.A. SECTION 15-6-67

I CERTIFY THAT THIS PLAT DOES NOT REQUIRE APPROVAL OF THE EFFINGHAM COUNTY PLANNING COMMISSION

THE FIELD DATA WAS COLLECTED USING A TOPCON TOTAL STATION AND A CARLSON EXPLORER II DATA COLLECTOR

THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY THE F.I.R.M. OFFICIAL FLOOD HAZARD MAPS. THIS PLAY HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A FIELD CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET, AN ANGULAR ERROR OF 5 SECONDS PER ANGLE POINT.

*TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF
ALL ANGLES, BEARINGS, MEASUREMENTS OF COURSES, DISTANCES AND
MONUMENTAL LOCATIONS ARE AS SHOWN, HAVE BEEN PROVEN BY
A LAND SURVEY AND IN MY OPINION THIS IS A CORRECT REPRESENTATION
OF THE LAND PLATTED AND HAS BEEN PREPARED IN A CONFORMITY WITH
THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978*

WILLIAM MARK GLJSSON RLS #3316

Traverse PC:

**SURVEY OF 17.67 ACERS OF THE
REMAINING LANDS OF THE WANDA WILLIAMS ESTATE
LOCATED IN THE 9th G.M. DISTRICT
OF EFFINGHAM COUNTY, GEORGIA**

LEGEND

8"	PROPOSED WATER
6"	PROPOSED FIRE HYDRANT
4"	PROPOSED WATER VALVE
8"	PROPOSED SEWER
0	PROPOSED SEWER MANHOLE
EX	EXISTING CONTOURS
PRO	PROPOSED CONTOURS
WASH	TYPICAL WASH AREA
—	SHEET BOUNDARY
↑	SHEET DRAINAGE
↑	OFFSITE STREET DRAINAGE
↑	PROPOSED SEWER FLOW
—	PROPERTY LINE
—	PROPOSED DRIVEWAY
—	RIGHT-OF-WAY
—	GRADE BREAK
5'	SQUARE FEET
N	NOT TO SCALE

FEMA FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY. A PORTION OF THIS PROPERTY IS IN ZONE SHADED A (AREAS OF 100 YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED) PER THE FLOOD INSURANCE RATE MAP. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DOCUMENTATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



NO SCALE

Item XI. 9.

NOTES

1. THE RV LOTS WILL USE THE GENERAL ADDRESS ALONG WITH A PERMANENT NUMERIC SPACE DESIGNATION FOR MAILING AND EMERGENCY RESPONSE PURPOSES. THE ANCILLARY STRUCTURES WILL USE THE GENERAL ADDRESS.

UTILITY SYSTEM OWNERSHIP

SEWER	HOB0 TRAILS RV PARK-SEPTIC
WATER	HOB0 TRAILS RV PARK-WELL
ELECTRIC	GEORGIA POWER
CATV	DIRECT TV-INTERNET
FIRE	EFFINGHAM COUNTY FIRE DEPT
LANDFILL	PLASTIC WASTE MANAGEMENT

TOPOGRAPHY

THE TOPOGRAPHY WAS PREPARED FROM THE
EFFINGHAM COUNTY GIS MAP, GEORGIA
STATE PLANE EAST ZONE, NAV83.

PARCEL NUMBER

SHEET INDEX

- SHEET 1 COVER SHEET AND KEY MAP
 SHEET 2-3 SITE PLAN
 SHEET 4 DETAILS, ROAD SECTIONS

OWNER/DEVELOPER

OWNERS/DEVELOPERS
WANDA RAHIN WILLIAMS
134 SUMMER WINDS DR.
SAVANNAH, GA 31410
CONTACT: LEX BAZEMORE
PHONE: 912-330-0140
EMAIL: BAZEMORE@YCNM.COM

ENGINEER/PIANNER

CIVIL DESIGN SOLUTIONS, L.L.C.
5989 GA HWY 129S
CLAXTON, GA 30417
PHONE: 602-214-4854
CONTACT: BRIAN BERNARD, P.E.
EMAIL: BBERNARD@CDSLLC-AZ.NET

TOPOGRAPHY

THE TOPOGRAPHY WAS PREPARED FROM THE
EFFINGHAM COUNTY GIS MAP, GEORGIA
STATE PLANE EAST ZONE, NAV83.

Item XI. 6.

SEAL

REGISTERED PROFESSIONAL ENGINEER

NO. 2384

STATE OF GEORGIA

EXPIRATION DATE 12/31/2024

DESIGN/DRAWN/CHECKED:

BIB / BIB / WEG

DATE: 9/2023

PROJ. NO. P1144-23

DWG. SHEET

SP02

HOBO TRAILS RV PARK
SITE PLAN
EFFINGHAM COUNTY, GA
PARCEL #4120005A

NO.	DATE	INT.	REVISIONS
1			
2			
3			
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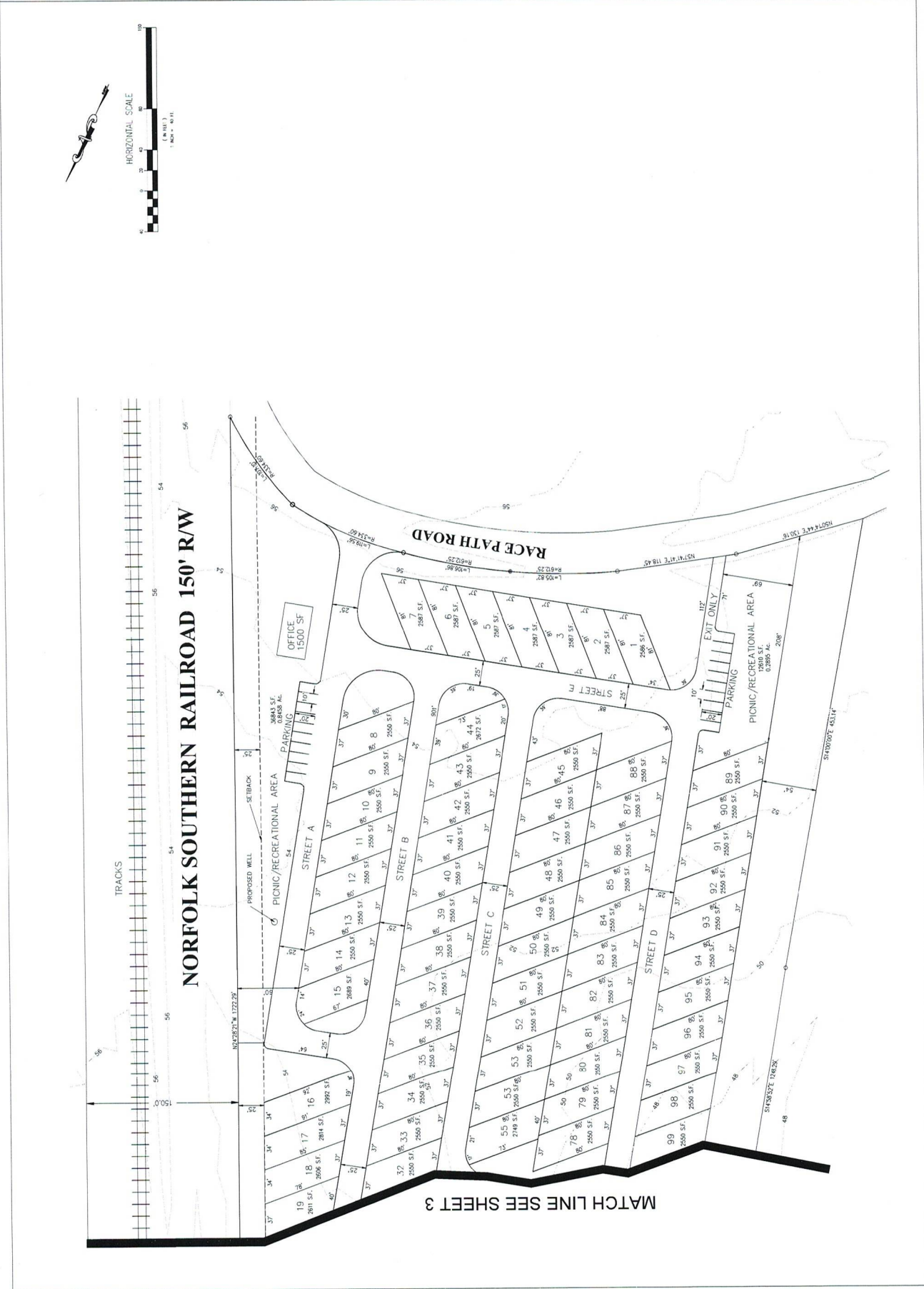
CIVIL DESIGN SOLUTIONS, LLC

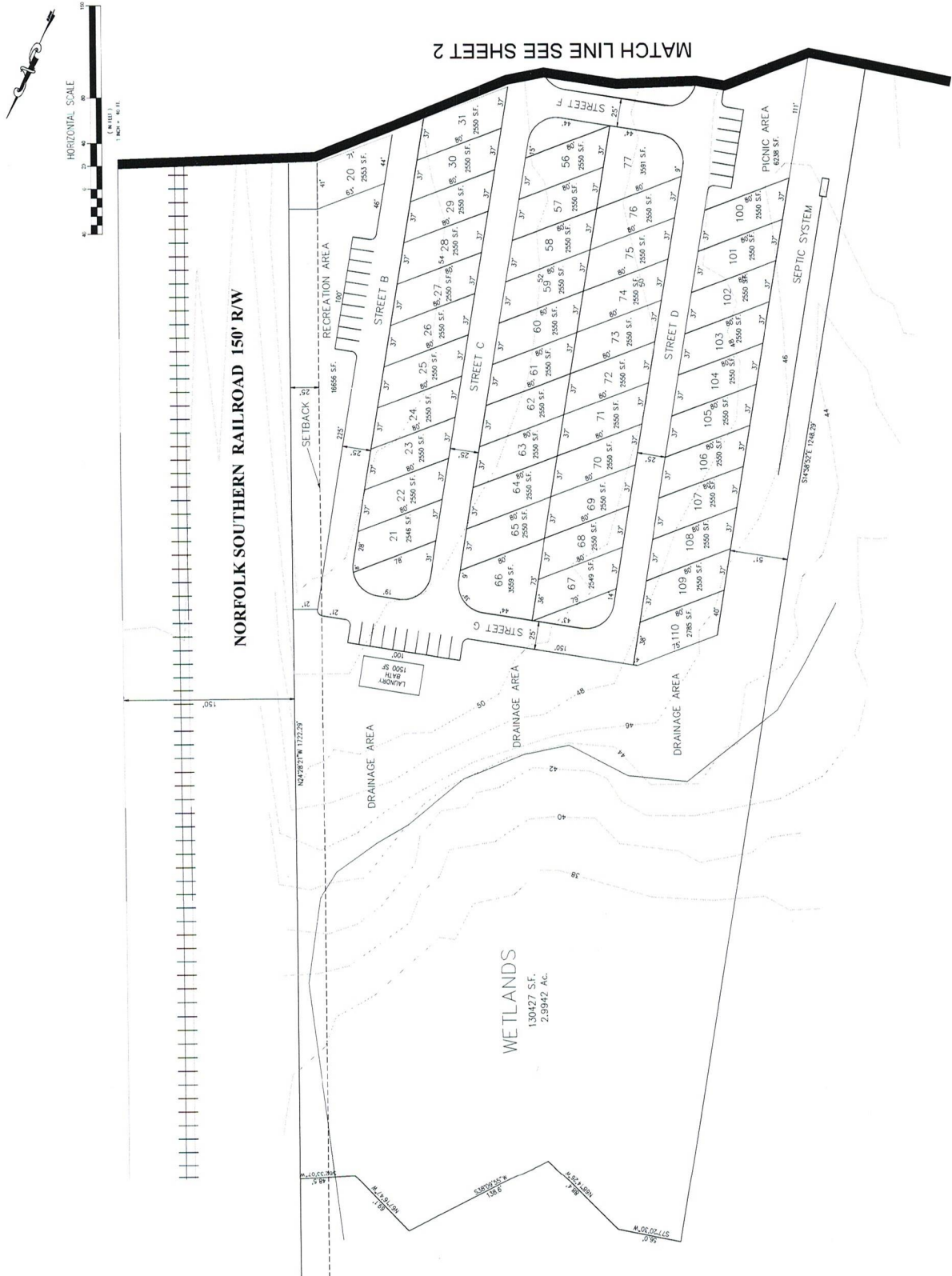
602.214.4854

6989 GA HWY 129S

CLAXTON, GEORGIA 30417

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NO.	DATE	INT.	REVISIONS
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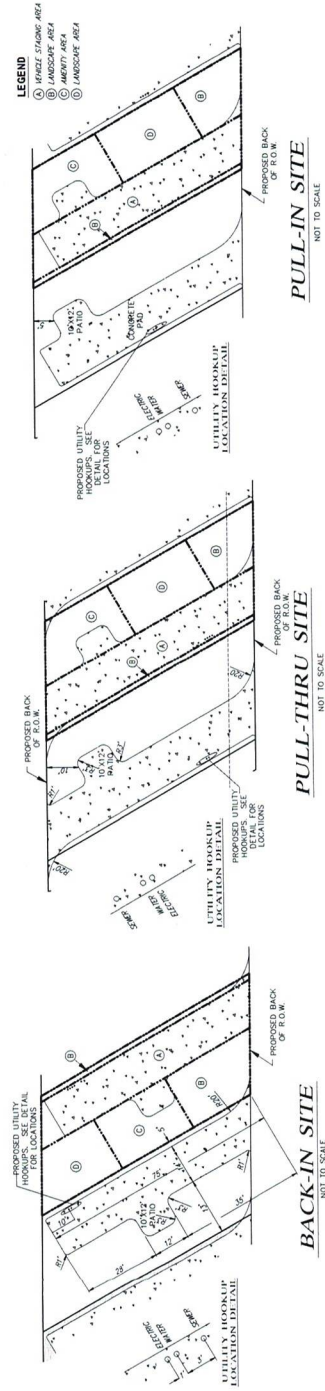
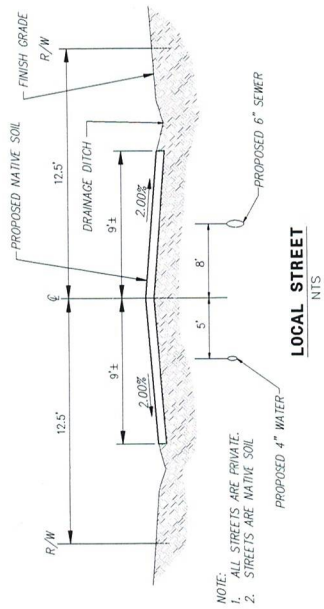
HOBO TRAILS RV PARK
SITE PLAN
EFFINGHAM COUNTY, GA
PARCEL #4120005A



DESIGN/DRAWN/CHECKED:
BIB / BIB / WEG
DATE: 9/2023
PROJ. NO: P1144-23

DWG. SHEET
SP004

Item XI. 9.



BUSINESS PLAN

HOBO Trails Race Path Rd. Effingham County, GA 2023

Hobo Trails will be a full-service monthly Recreation Vehicle Park. With a feeling of being at home while on the road, our guests will enjoy a natural setting while enjoying onsite trails and recreational areas.. As most long-term RV parks in the region, we will host a variety of residents including traveling nurses, construction workers assisting growth in Effingham County and surrounding areas, and folks that can work remotely while enjoying being in the middle of nature. These folks are professionals, just looking for a neutral, quiet, clean, and friendly place to call home for a spell. Our first 24 sites will allow the RVer's of the Southeast to know we are open and ready for guests while providing sites with water, sewer, WIFI, and metered power. As guests occupy the first phase, we will continue to develop sites over time and one day hope to have as many as 110 sites. We also aspire to have an onsite laundry facility for our guests when the demand is present.

The Ownership

The Company will be structured as a limited liability company (L.L.C)

The Management

The Company will be managed by Shannon and Lex Bazemore

The RV Park will be managed by Civil Design Solutions, LLC

The Goals and Objectives

Provide friendly, relaxing, resident sites for long term campers working in surrounding areas or remotely with onsite natural walking trails.

The Products and Services

Provide clean, full-service campsites for monthly tenants in a neutral relaxing environment.

Provide natural walking trails to tenants.

The Target Market

The Park's target market has the following characteristics:

- Occupation: Traveling or remote workers supporting our surrounding communities. ●
- Other: Guests searching for a relaxing, natural and clean place to stay in the comfort of their own camper and a place to explore nature while walking onsite trails.

Pricing Strategy

The Company will make use of an economy pricing strategy.

Capital Requirements

The Members initial investment is valued at \$60,000.00 and expected to spend an additional \$144,000.00 and will be self-funded.

The Company

Business Sector

The Members would like to start a business in the following industry: Real-estate Rental and Recreation.

Company Goals and Objectives

Provide friendly, relaxing, resident lots for long term campers working in surrounding areas and remotely with onsite natural walking trails.

Company Ownership Structure

The Company will be structured as a limited liability company (L.L.C.)

Ownership Background

- Member: Shannon Bazemore
Experience and training: 14 years as Paralegal, 8 years as SHRM Certified HR Professional, 5 years as District Attorney's Executive Assistant
- Member: Lex Bazemore
Experience and training: 27 years of Construction, Marketing, Finance and High-Level Sales.
- Member: Wanda Rahn Williams
35 years owner of Williams Seafood

Company Management Structure

The Company will be managed by Shannon and Lex Bazemore.

Other management details: Lex and Civil Design Solutions will manage construction and maintenance, marketing, and finances. Civil Design Solutions will manage office duties including but not limited to executing monthly Camper Licensing Agreement and bookkeeping.

Company Assets

The Company has the following assets:

Business Plan

- Equipment, with an estimated value of \$25,000.00.
- Real Property, with an estimated value of \$706,800.00.

The Products and Services

Provide clean natural campsites for monthly tenants in a natural relaxing environment. Provide natural walking trails and recreation areas to tenants.

Future Products and Services

When the first 24 sites are regularly occupied and being managed effectively, we will develop additional sites to a maximum of 110 sites. Provide laundry facility.

Marketing Plan

The Target Market

The Company's target market has the following characteristics:

- Occupation: Traveling and remote workers supporting our surrounding communities ●
- Other: Travelers searching for a relaxing, natural and clean place to stay in the comfort of their own camper and a place to explore nature while walking onsite trails.

Location Analysis

Centrally located in Effingham County, Georgia. 2.8 miles from SR-21 S. 23 miles from Savannah, Georgia. 14 miles from Hyundai META site. 38 miles from Tybee Island, Georgia.

Pricing

The Company will make use of an economy pricing strategy.

Other pricing information: Lots including water and sewer are provided at a fair monthly rate, plus electricity metered at each site and paid on a monthly basis.

Advertising

The Company will promote the business through:

- Social media

Business Plan

- Direct marketing to businesses utilizing traveling workforces, marketing in camping organizational flyers and newsletters.

The annual budget for advertising is \$5000.00

Operations

Daily Operations

See: Camper Licensing Agreement.

Financials***Capital Requirements***

The Members' initial investment is valued at \$60,000.00. Including engineering/surveying, clearing, grading, and water well. Install utilities to include water, sewer, electric brought on site by Georgia Power and WIFI to each site, construct entrance and exit road to include egress for emergency vehicles.

5.7 - R-4 Planned manufactured home community districts.

It is the intent of county board of commissioners through the regulations of this article to provide separate areas for mobile home development. Separate areas are provided because mobile homes are constructed to different design standards than conventional dwelling units and the mixture of the two in close proximity has a destabilizing effect on both housing types. Separate areas for mobile home development also allow for greater density than is allowed in other residential districts.

Uses permitted by right include mobile home parks and mobile home subdivisions. Mobile home parks are developments in which individual mobile home pads are rented, leased or held in condominium ownership by occupants. Mobile home subdivisions are developments in which mobile home lots are individually owned as in conventional single-family subdivisions.

Recreational vehicle parks are permitted as conditional uses. It is the intent of this Code that recreational vehicle park facilities may not be mixed with mobile home parks or with mobile home subdivisions.

Development regulations in the mobile home district are intended to provide a reasonably spacious and well-designed environment which offers a desirable level of amenity.

5.7.1 Permitted uses.

5.7.1.1 Mobile home parks, including mobile homes located on individual sites, under common ownership.

5.7.1.2 Mobile home subdivisions, including mobile homes located on lots under individual ownership.

5.7.1.3 Family day care homes.

5.7.1.4 Utility and essential service facilities.

5.7.1.5 Enclosed storage for use by park or subdivision residents.

5.7.1.6 Outdoor storage areas for use by park or subdivision residents provided it is screened.

5.7.2 Conditional uses.

5.7.2.1 Churches, synagogues and other houses of worship.

5.7.2.2 Day care centers.

5.7.2.3 Recreational vehicle parks, provided that no recreational vehicle occupies a site for more than 180 consecutive days.

5.7.3 *Uses permitted accessory to mobile home dwelling units.* Any use typically incidental to a principal use permitted by right or as a conditional use when conducted as an accessory to such principal use:

5.7.3.1 Home based businesses.

5.7.3.2 Golf courses and other recreational facilities.

5.7.4 *Structures accessory to individual mobile home dwelling units.* Accessory structures permitted in required setback areas:

5.7.4.1 Driveways and parking areas.

5.7.4.2 Fences and garden walls.

5.7.5 *Accessory structures permitted in conformance with mobile home unit setbacks.*

5.7.5.1 Carports, attached or detached.

5.7.5.2 Garages, attached or detached.

5.7.1.3 Screen enclosures.

5.7.1.4 Storage sheds.

5.7.6 *Structures accessory to mobile home parks, mobile home subdivisions and recreational vehicle parks.*

Accessory structures permitted in required perimeter setback areas.

5.7.6.1 Decks, patios, porches, terraces and walkways not greater than 12 inches above grade.

5.7.6.2 Docks.

5.7.6.3 Driveways and parking areas.

5.7.6.4 Fences and garden walls.

5.7.6.5 Parking lots.

- 5.7.6.6 Pumps.
- 5.7.6.7 Safety and security buildings necessary to control points of access.
- 5.7.6.8 Signs.
- 5.7.7 *Accessory structures permitted in conformance with perimeter setbacks.*
 - 5.7.7.1 All accessory structures permitted in required yards/perimeter setback areas.
 - 5.7.7.2 Antenna-type transmitters and receivers such as radio, television, and ham radio.
 - 5.7.7.3 Boat houses.
 - 5.7.7.4 Carports, attached or detached.
 - 5.7.7.5 Community buildings, including a park office.
 - 5.7.7.6 Decks, patios, porches, terraces and walkways greater than 12 inches above grade.
 - 5.7.7.7 Dish-type transmitter and receivers such as satellite dish receivers.
 - 5.7.7.8 Emergency shelters.
 - 5.7.7.9 Garages, attached or detached.
 - 5.7.7.10 Greenhouses.
 - 5.7.7.11 Laundry buildings.
 - 5.7.7.12 Parking structures.
 - 5.7.7.13 Recreation facilities, indoor, such as gymnasiums, indoor swimming pools, indoor racquetball courts and indoor tennis courts.
 - 5.7.7.14 Recreation facilities, outdoor, such as golf courses, executive golf courses, parks, outdoor swimming pools and outdoor tennis courts.
 - 5.7.7.15 Screen enclosures.

5.7.7.16 Sheds and tool houses.

5.7.7.17 Storage areas, paved.

5.7.7.18 Storage buildings.

5.7.7.19 Swimming pools, in ground or above ground.

5.7.8 *Prohibited uses.* Any use not listed as permitted shall be prohibited unless it is determined to be essentially the same as a permitted use pursuant to the provisions. The storage of flammable liquids in outside, aboveground tanks shall be prohibited except those used in connection with heating appliances. Bulk plants and the bulk storage of liquefied petroleum gas shall be prohibited.

5.7.9 *Development regulations applicable to mobile home parks, mobile home subdivisions and recreational vehicle parks.*

5.7.9.1 *Perimeter setback requirements.* Mobile home sites, mobile home lots and recreational vehicle sites shall be set back from the perimeter of mobile home parks, mobile home subdivisions and recreational vehicle parks as follows:

Minimum perimeter setback20 feet

5.7.9.2 *Perimeter landscaped buffer.* A natural or landscaped buffer not less than 15 feet in depth shall be provided around the entire perimeter of each mobile home park, mobile home subdivision and recreational vehicle park. The landscaped buffer shall be interrupted only where necessary to provide for vehicular and pedestrian access. It shall contain a visual screen consisting of vegetation which have a minimum opacity of 75 percent to a height of not less than six feet. It shall be landscaped as set forth. Masonry or wooden fences meeting the requirements may be substituted along common property lines other than street right-of-way lines.

5.7.10 *Recreation space requirements.*

5.7.10.1 Minimum percent of total mobile home park, mobile home subdivision or recreational vehicle park devoted to recreation space = seven percent.

5.7.10.2 Maximum percent of total recreation space devoted to recreationally used water bodies = 30 percent.

5.7.10.3 Minimum size of any single recreation area = 5,000 square feet.

5.7.10.4 Minimum dimension of any single recreation area on one side = 60 feet.

5.7.10.5 Minimum separation of active recreation area from any mobile home site = 30 feet.

5.7.10.6 Developers of new mobile home parks, mobile home subdivisions or recreational vehicle parks shall provide an onsite structure(s) to shelter the development's projected hurricane season population. Such shelters may include, but not be limited to, clubhouses and recreation centers.

5.7.11 *Underground placement of utilities required.* All utilities distribution and collection systems, including water supply, sewage disposal, electricity, gas, telephone and television cable, shall be placed underground.

5.7.12 *Water and sewer facilities.* Community wells or public water required. No individual wells allowed. Mobile homes may not share a septic system. If public sewer is not available then lots must meet health department size regulations to accommodate individual septic systems.

5.7.13 *Development regulations specific to mobile home parks and mobile home subdivisions.*

Development area regulations.

5.7.13.1 *Size and density regulations.*

Minimum development area = 20 acres

Maximum number of mobile home dwelling units per gross acre = seven units

5.7.13.2 *Access requirements.*

Minimum number of access points = two

5.7.13.3 *Internal street construction requirements.* Internal streets which are dedicated to public use shall be constructed according to Effingham County Regulations.

5.7.13.4 *Internal street width requirements.* Right-of-way and pavement widths for internal streets which are dedicated to public use shall be determined according to the standards contained in the county's subdivision regulations. Right-of-way and pavement widths for internal streets which are reserved for private use shall be determined according to function, anticipated traffic volume and subject to site plan approval, provided that no right-of-way or pavement shall be less than as follows:

5.7.13.5 Minimum right-of-way width for private interior streets = 30 feet.

5.7.13.6 Minimum pavement width of private access drives, excluding curbs = 20 feet.

5.7.13.7 Minimum pavement width of private collector streets, excluding curbs = 24 feet.

5.7.13.8 Minimum pavement width of one-way lanes divided by landscaped median, excluding curbs = 12 feet.

5.7.15 *Common area maintenance provisions for mobile home subdivisions.* The zoning administrator shall approve a final plat for a mobile home subdivision only after making a determination that there is a feasible program for the full maintenance and operation of common areas, common improvements and common facilities included in the plat consistent with the common area maintenance provisions.

5.7.16 *Individual site regulations.* Mobile home site area and width requirements.

5.7.16.1 Minimum lot area = 4,000 square feet.

5.7.16.2 Minimum lot width = 40 feet.

5.7.17 *Mobile home unit setback requirements.*

5.7.17.1 Minimum front and street side setback from pavement = 15 feet.

5.7.17.2 Minimum interior side setback = five feet.

5.7.17.3 Minimum rear setback = ten feet.

5.7.18 *Mobile home unit parking requirements.* Minimum number of hard surface on-site parking spaces per mobile home site = two spaces.

5.7.19 *Site plan review.* Applications for a permit to construct a mobile home park shall be processed in a manner similar to the procedures of the Effingham County Subdivision Ordinance. A site plan and construction plans shall be submitted. A final plat of record is required. Applications for a permit to construct a mobile home subdivision shall be processed in accordance with the platting procedures of the Effingham County Subdivision Ordinance.

5.7.20 *Development regulations specific to legal nonconforming mobile home parks and mobile home subdivisions.*

5.7.20.1 Placement and replacement of units permitted. Units may be placed or replaced within legally non-conforming mobile home park developments which were previously approved, provided the resulting density does not exceed that originally approved.

5.7.20.2 Alterations to meet site improvement requirements permitted. Alterations or development site area expansions which increase conformance with site improvement requirements are permitted. All regulations pertaining to use non-conformities as set forth shall apply to non-conformities within MH districts.

5.7.20.3 Separation and setback requirements for new or replaced units.

- 1) Minimum separation between side of one mobile home and side or end of another mobile home measured perpendicular to each side or side and end = ten feet.
- 2) Minimum end-to-end and corner-to-corner separation between mobile homes = ten feet.
- 3) Minimum separation between noncombustible appurtenances (such as screen rooms, awnings, carports and accessory storage buildings) measured perpendicularly to sides and ends = six feet.
- 4) Minimum setback of permanent buildings and mobile home units from perimeter boundaries = five feet.*

* An existing mobile home located closer than five feet to a perimeter boundary may be replaced with another unit at the same location.

5.7.24 Mobile home district development regulations specific to recreational vehicle parks.

5.7.24.1 Recreational vehicle park size and density regulations.

- a) Minimum recreational vehicle park area = 15 acres.
- b) Maximum number of recreational vehicle units per gross acre = 12 units.

5.7.24.2 Vehicle site requirements.

- a) Minimum area of vehicle site = 2,500 square feet.
- b) Minimum width of vehicle site = 35 feet.

5.7.24.3 Access requirements.

- a) Minimum easement of internal street = 25 feet.

b) Minimum pavement width = 18 feet.

5.7.24.4 Central refuse collection requirements. All refuse shall be stored in water- and pest-proof containers located within a convenient distance from all vehicle sites and shall be collected and placed in one or more central containers daily. Collection from central containers shall be in accordance with the collection schedule [of] Effingham County.

5.7.24.5 Individual or central sewage disposal system requirements. Facilities for disposal of liquid wastes from vehicle holding tanks may be provided at each vehicle site or at central sanitary stations. Central sanitary stations, if used, shall be provided at a ratio of at least one for every 75 vehicle sites or fractional part thereof. Such sanitary stations shall be separated from any vehicle site by a minimum distance of 50 feet and shall be suitably screened from other activities by visual barriers such as fences, walls or natural barriers.

5.7.24.6 Site plan review. A site plan shall be submitted with applications for a permit to construct a recreational vehicle park. The site plan shall include complete engineering plans and specifications in sufficient detail to demonstrate full compliance with all applicable provisions of this land development code and other applicable municipal ordinances.

(Amend. of 4-4-00(21); Amend. of 4-16-02; Amend. of 10-21-04, § 5; Ord. of 9-7-10, § 1)

412-5A / Race Path Road



8/13/2023

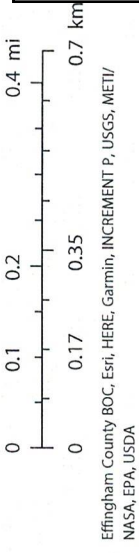
- Tax Parcel Labels
- Tax Parcels
- Roads

- Wetlands
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Riverine
- FEMA Flood Zone
- A

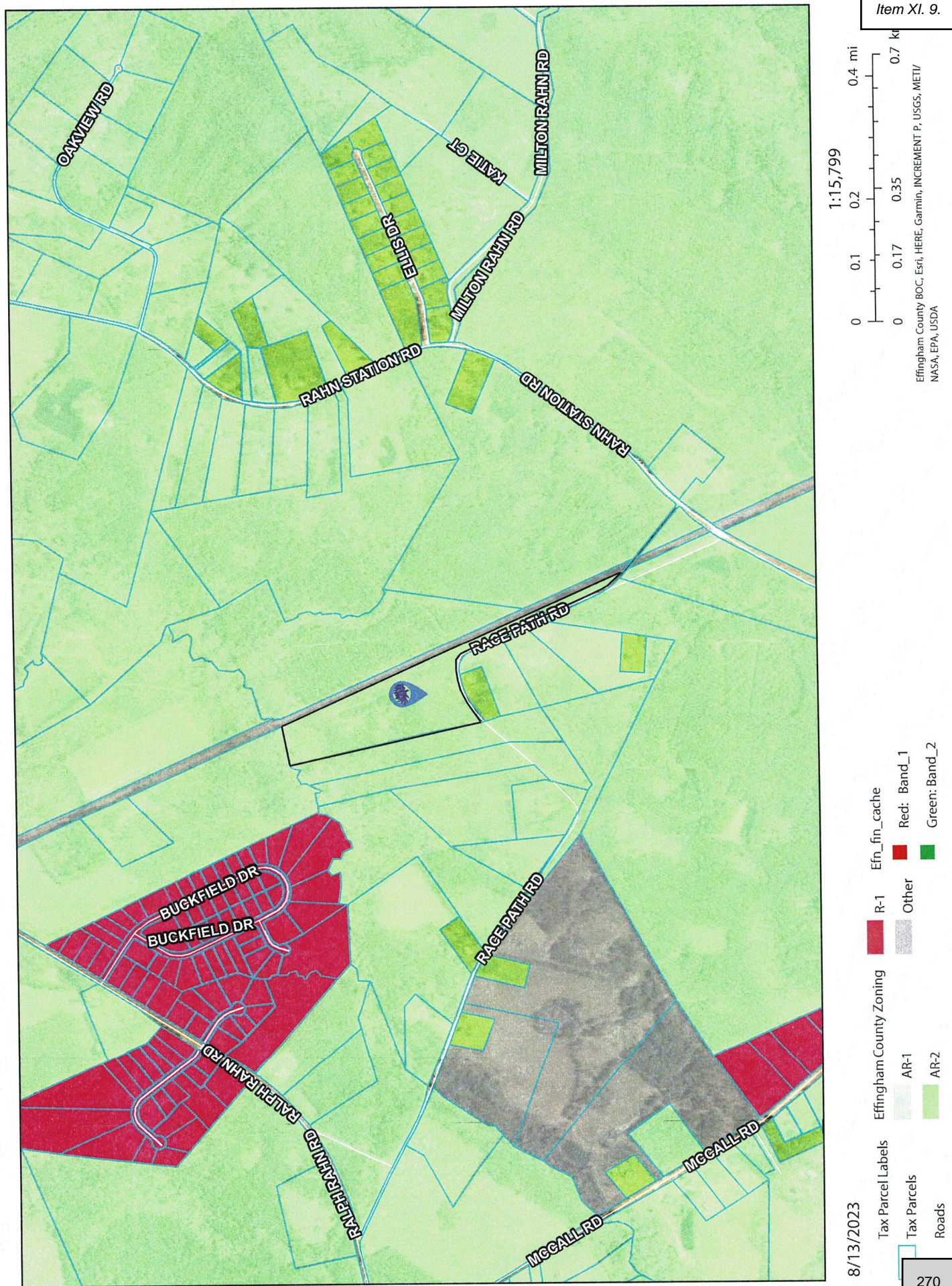
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Item XI. 9.

412-5A / Race Path Road



9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL X

1 voted
3/2 to
disapprove

Of the rezoning request by applicant **Lex Bazemore as Agent for Wanda R. Williams** – (Map # 412 Parcel # 5A) from AR-1 to R-4 zoning.

- Yes ☒ No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

Street
is in
need
of improvement

#15- Ryan

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL ☒ _____

Of the rezoning request by applicant **Lex Bazemore as Agent for Wanda R. Williams – (Map # 412 Parcel # 5A)** from AR-1 to R-4 zoning.

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

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

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

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

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

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

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

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

#15 - Alan

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL X

Of the rezoning request by applicant **Lex Bazemore as Agent for Wanda R. Williams** – (Map # 412 Parcel # 5A) from AR-1 to R-4 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

#15 - Dave

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Lex Bazemore as Agent for Wanda R. Williams** – (Map # 412 Parcel # 5A) from AR-1 to R-4 zoning.

- ☒ Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- ☒ Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- ☒ Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- ☒ Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- ☒ Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- ☒ Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- ☒ Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- ☒ Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL PCH

Of the rezoning request by applicant **Lex Bazemore as Agent for Wanda R. Williams – (Map # 412 Parcel # 5A)** from AR-1 to R-4 zoning.

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

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

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

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

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

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

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

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

PCH

#15 - Peter

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023

Item Description: Lex Bazemore as Agent for Wanda R. Williams requests to **rezone** 17.67 acres from **AR-1** to **R-4** with the **conditional use** to allow for an RV park. Located on Race Path Road. [Map# 412 Parcel# 5A]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 17.67 acres from **AR-1** to **R-4** with the **conditional use** to allow for an RV park.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Section 5.7.2.3 allows for *Recreational vehicle parks, provided that no recreational vehicle occupies a site for more than 180 consecutive days.*
- Citizen reports to Development Services state that existing RV parks frequently have wait lists, and are not available for occupation for months.
- Due to the fact that occupation of an RV is prohibited outside of R-4 zoning, Code Enforcement frequently responds to complaints of illegal RV occupation.
- Staff was unable to identify R-4 rezoning more recent than 2007 (Whispering Pines, Hodgeville Road).
- The proposed development will next be required to submit a sketch plan for review and approval.
- The criteria for recommendation on whether a property should be rezoned is contained in The Zoning Procedure Law (of Georgia) and is incorporated in to the Effingham County Code of Ordinance in Article IX, section 9.5 to include the following questions:
 - *Could the proposed zoning allow uses that overload either existing or proposed public facilities such as streets, utilities, or schools?*
 - At the Technical Review Committee meeting for this project, EOM's constructive comment on roads was limited to the need for an upgrade to a commercial access/driveway for an RV park.
 - No applicable agencies other than EOM have submitted comment or concern.
 - *Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?*
 - No TIA has been conducted.
 - *Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?*
 - The property is currently undeveloped.
 - *Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?*
 - The surrounding area is within the AR zoning districts, with a nearby R-1 subdivision, and a surface mine. This composition is compatible with other residential zoning.
 - *Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?*
 - The zone change should not impact the use of nearby properties.
 - *Do other conditions affect the property so as to support a decision against the proposal?*
 - The applicant will have to obtain EPD permitting for water/sewer systems.

- Resident opposition was presented at the September 12, 2023 Planning Board meeting. C included:
 - Increase in traffic
 - Devaluation of property
 - Condition of Racepath Road
 - Burden to internet access
- At the September 12, 2023 Planning Board meeting, Brad Smith made a motion for approval. The motion was seconded by Alan Zipperer, and failed with a vote of 2-3.
- Peter Higgins made a motion for denial, which was seconded by Ryan Thompson and carried 3-2, Brad Smith and Alan Zipperer opposing.
- At the October 3, 2023 Board of Commissioners meeting, Commissioner Loper made a motion for approval with staff recommendation. There was not a second and the motion died.
- Mr. Lex Bazemore asked the board if the item could be tabled.
- Commissioner DeLoach made a motion to table the item to the November 7, 2023 Board of Commissioners meeting; Commissioner Loper second and it carried unanimously.
- At the November 7, 2023 Board of Commissioners meeting this item was tabled to the December 5, 2023 Board of Commissioners meeting.

Alternatives

1. **Approve** the request to **rezone** 17.67 acres from **AR-1** to **R-4** with a **conditional use**, with the following conditions:
 1. The Recreational Vehicle park shall conform to the R-4 zoning district.
 2. The Recreational Vehicle park shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate
2. **Deny** the request for to **rezone** 17.67 acres from **AR-1** to **R-4** with a **conditional use**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
412-5A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
412-5A

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, LEX BAZEMORE AS AGENT FOR WANDA R. WILLIAMS has filed an application to rezone seventeen and sixty-seven hundredths (17.67) +/- acres; from AR-1 to R-4 with conditional use to allow for an RV park; map and parcel number 412-5A, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on October 3, 2023 and notice of said hearing having been published in the Effingham County Herald on September 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on August 23, 2023; and

IT IS HEREBY ORDAINED THAT seventeen and sixty-seven hundredths (17.67) +/- acres; map and parcel number 412-5A, located in the 4th commissioner district is rezoned from AR-1 to R-4 with conditional use for an RV park, with the following conditions:

1. The Recreational Vehicle park shall conform to the R-4 zoning district.
2. The Recreational Vehicle park shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

PART II - OFFICIAL CODE
APPENDIX B SUBDIVISION REGULATIONS

APPENDIX B SUBDIVISION REGULATIONS¹

ARTICLE I. AUTHORITY AND JURISDICTION

1.1 Authority.

The General Planning Enabling Act of 1957 as amended by the regular 1973 session of the General Assembly of Georgia, Section 14, and as amended by the Constitutional Revision of 1976, grants authority to the governing body of each county and municipality to regulate subdivisions and land development. The governing body may grant variances from these regulations pursuant to the provisions of section 9.1.

(Ord. of 4-18-06)

1.2 Jurisdiction.

These regulations shall apply to all unincorporated land located within the boundaries of the County of Effingham.

(Ord. of 4-18-06)

ARTICLE II. PURPOSE AND SHORT TITLE

2.1 Purpose.

The public health, safety, economy, good order, appearance, convenience, morals, and general welfare require the harmonious, orderly, and progressive development of land within Effingham County, Georgia. In

¹Editor's note(s)—Printed herein are the subdivision regulations of the county, as adopted by the board of commissioners on April 6, 1999. Amendments to these regulations are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original regulations. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system of capitalization, citation to state statutes, and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets. See the Code Comparative Table.

Editor's note(s)—An ordinance adopted Apr. 18, 2006, amended App. B in its entirety, in effect deleting App. B as superseded and enacting a new App. B to read as set out herein. Former App. B pertained to similar subject. For a complete history of former App. B see the Code Comparative Table.

Cross reference(s)—Alcoholic beverages, ch. 6; buildings and building regulations, ch. 14; soil erosion and sedimentation control, § 30-111 et seq.; flood damage prevention, ch. 34; planning, ch. 54; zoning ordinance, app. C.

Effingham County, Georgia, Code of Ordinances

Created: 2023-03-28 15:01:27 [EST]

furtherance of the general intent of this ordinance, the regulation of land subdivision by municipal and county governing authorities is authorized for the following purposes, among others:

- (a) To protect and provide for the public health, safety, and general welfare of the county;
- (b) To encourage the development of economically sound and stable municipalities and counties;
- (3) To protect the character and the social and economic stability of all parts of the county and to encourage the orderly and beneficial development of the community through appropriate growth management techniques assuring the timing and sequencing of development, promotion of infill development in existing neighborhoods and non-residential areas with adequate public facilities, to assure proper urban form, to protect environmentally critical areas and areas premature for urban development.
- (d) To assure the timely provision of required streets, utilities, and other facilities and services to new land developments;
- (e) To assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in and through new land developments;
- (f) To ensure that public facilities and services are available concurrent with development and will have a sufficient capacity to serve the proposed subdivision and that the community will be required to bear no more than its fair share of the cost of providing the facilities and services through requiring the developer to pay fees, furnish land, or establish mitigation measures to ensure that the development provides its fair share of capital facilities needs generated by the development.
- (g) To assure the provision of needed public open spaces and building sites in new land developments through the dedication or reservation of land for recreational, educational, and other public purposes and including the use of average density in providing for minimum width of and area of lots, while preserving the density of development as established in the zoning ordinance; and
- (h) To assure, in general, the wise and timely development of new areas, in harmony with the comprehensive plan of the municipalities and the county.

(Ord. of 4-18-06)

2.2 Short title.

This ordinance shall be known as and may be cited as the "Effingham County Subdivision Regulations."

(Ord. of 4-18-06)

ARTICLE III. RULES AND DEFINITIONS

3.1 Rules.

In the construction of these regulations, the rules and definitions contained in this section shall be observed and applied, except when the content clearly indicates otherwise:

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- (a) Words used in the present tense shall include the future, and the words used in the singular number shall include the plural number, and the plural the singular.
- (b) The word "shall" is mandatory and not discretionary.
- (c) The word "may" is permissive.
- (d) The masculine gender includes the feminine and neuter.

(Ord. of 4-18-06)

3.2 Definitions.

3.2.1 Accessory building. A ~~secondary residence~~, garage, or other building, use or structure subordinated to and not forming an integral part of the main or principal building on a lot or parcel but pertaining to the use of the main building.

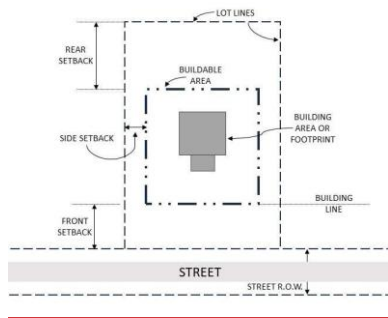
3.2.2 Alley. A narrow thoroughfare dedicated or used for public passageway up to 20 feet in width, which usually abuts the rear of the premises, or upon which service entrances or buildings abut, and is not generally used as a thoroughfare by both pedestrians and vehicles, is not used for general traffic, and is not otherwise officially designated as a street. A way which affords only a secondary means of access to abutting property.

3.2.3 Board of zoning appeals. A board appointed by the local governing body whose duties are to hear and decide zoning appeals, special exceptions, and variances in a manner that conforms to the requirements of the zoning ordinance. The county commission serves as the appeal body for Effingham County.

3.2.4 Buildable area. That portion of any lot which may be used or built upon in accordance with the regulations governing the given zoning district within which the particular lot is located, once the various front, side, and rear yard requirements required for the district have been subtracted from the total lot area.

3.2.5 Building. A building is any structure having a roof entirely separated from any other structure by space or by walls, having no communicating doors or windows or any similar opening, and being erected for the purpose of providing support or shelter for persons, animals, things, or property of any kind, and having a foundation to which it is anchored.

3.2.6 Building line. A line delineating the minimum allowable distance between the street right-of-way and nearest extreme projection of a building (including all areas covered by any vertical projections to the ground or overhang, walls, roof, or any other part of the structure).



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3.2.7 Building site. The ground area of a building or buildings together with all open spaces surrounded by said building or buildings.

3.2.8 Building inspector. Any person hired by the local governing authority to inspect, determine compliance with, and render minor decisions concerning the compliance of structures and lots within Effingham County, to the ordinances of the county.

3.2.9 Certified survey. A survey, sketch, plat, map, or other exhibit is said to be certified when a written statement regarding its accuracy or conformity to specified standards is signed by the specified professional engineers, registered surveyor, architect, or other legally recognized person.

3.2.10 Community water system. A series of water lines providing water to two or more lots, either by a private well or public groundwater or surface water system. Community water systems shall conform to the rules of the Georgia Environmental Protection Division Safe Drinking Water Standards.

3.2.11 Conservation design subdivisions. A development designed to maximize the conservation or preservation of natural areas where minimum lot size and/or dimensional requirements may be waived, provided that the overall density of the development in its entirety remains consistent with the density of the zoning district.

3.2.~~44~~12 Density. The number of units or buildings per acre, or the number of people per unit, building, acre, or mile, the quantity of people, structures, or units within a specified area.

3.2.~~43~~13 Dwelling. A building or portion of a building arranged or designed to provide living quarters for one or more families on a permanent or long-term basis.

3.2.~~42~~14 Easement. A grant to the general public, a corporation, or a certain person of a strip or a parcel of land for use for a specific purpose. No construction of any kind is permitted in or upon easements except that required in connection with the designated use.

3.2.~~43~~15 Engineer. Any person having an acceptable degree from a recognized institution of higher learning and licensed by the State of Georgia who is capable of determining the correct manner in which to construct roads, streets, highways, water, and sewerage systems, drainage system, structures, or other technical related areas. The person to be a municipal county engineer must be recognized by the State of Georgia as one.

3.2.~~16~~ Expedited subdivision. The adjustment or relocation of a lot line or lot lines, such that no additional lots are created and such that all resulting lots meet all the requirements of the zoning ordinance.

3.2.~~44~~17 Family. One person or a group of two or more persons, living together and interrelated by bond or consanguinity, marriage, or legal adoption, occupying a dwelling unit as a single-family unit, with a single set of kitchen facilities.

3.2.~~45~~18 Flood prone areas. The land that is usually flooded whenever a rise in the water level of a creek, stream, river, or other body of water is experienced. That land adjacent to a creek, stream, river, channel, canal, or other body of water that is designated as a floodplain or flood profile area by a governmental agency.

3.2.~~46~~19 Group development. A development comprising two or more principal structures, whether in single, condominium, or diverse ownership built on a single lot, tract, or parcel of land and designed for occupancy by separate families, firms, businesses, or other enterprise. Such development generally contains parcels or tracts of land in common and such land is controlled and maintained through a property owner's association or similar group.

3.2.~~47~~20 Governing authority. The board of commissioners of Effingham County.

3.2.~~48~~21 Lot. Parcel of land shown on a recorded plat or on the official county zoning maps, or any piece of land described by a legally recorded deed.

3.2.~~49~~22 Lot area. The total area of the lot including easements.

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3.2.~~20-23~~ Lot, corner. Any lot situated at the junction of and abutting on two or more intersections or intercepting streets or public highways. If the angle or intersection of the direction lines of two highways is more than 135 degrees, the lot fronting on said intersection is not a corner lot.

3.2.~~21-24~~ Lot, double frontage. A lot having frontage and access on two or more public streets. A corner lot shall not be considered as having double frontage.

3.2.

which is not a corner lot that has frontage only on one street other than an alley.

3.2.~~23-26~~ Lot lines, front. In the case of a lot abutting upon only one street, the front lot line is the line separating such lot from such street. In the case of a corner lot, that part of the lot having the narrowest frontage on any street shall be considered the front lot line. In the case of any other lot, one such line shall be elected to be the front lot line for the purpose of this ordinance, provided it is so designated by the building plans which meet the approval of the building inspector.

3.2.~~24-27~~ Lot lines, rear. The rear lot line is that boundary which is opposite and most distant from the front lot line. In the case of a lot pointed at the rear, or any odd-shaped lot, the rear lot line shall be determined by the building inspector.

3.2.~~25-28~~ Lot lines, side. A side lot line is any lot boundary line not a front lot line or a rear lot line. A side lot line separating a lot from a street is an exterior side lot line. A side lot line separating a lot from another lot, or lots, is an interior side lot line.

3.2.~~26-29~~ Lot, reverse frontage. A lot having frontage on two or more public streets, the access of which is restricted to one street.

3.2.~~27-30~~ Major subdivision. All subdivisions not classified as minor subdivision, including but not limited to subdivisions of four or more lots, or any size subdivision requiring any new street or extension or improvement of the local government facilities or the creation of any public improvements.

3.2.~~28-31~~ Minor subdivision. Any subdivision containing not more than three lots fronting on an existing public or private street, not involving any new street or road, or the extension of municipal facilities or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision or portion of the zoning ordinance or these regulations. Two or more minor subdivisions divided from one original parcel under common ownership constitutes a major subdivision, ~~unless one year or more has passed since the recording of the final plat of the first subdivision. The subdivision of property for immediate family members may be granted as a minor subdivision upon approval by the board of commissioners.~~

3.2.~~29-32~~ Metes and bounds description. A method of property description whereby properties are described by means of their direction and distances from an easily identifiable location or point.

~~3.2.30 Reserved.~~

3.2.~~31-33~~ Planning board. A body of people appointed by the local governing authority whose responsibilities include the guidance of growth and development within Effingham County and interpretation of the various county regulatory ordinances.

3.2.~~32-34~~ Plat. A map showing the features of a proposed subdivision (lot split, metes and bounds description). This plat would show the entire tract, and the lot which is to be subdivided, the adjacent properties and owners, roads, or streets, and all necessary bearings and distances for the proposed split.

3.2.~~33-35~~ Plat, final. The map, plan, or record of a subdivision, and any accompanying materials, as described in article V.

~~22-25~~ Lot,
interior.
Any lot

3.2.

3.2.~~34-36~~ ~~Plat~~ⁿ, preliminary. A map showing the salient features of a proposed subdivision, including topographical data, as defined in section 5.2 of these regulations submitted to the planning board for purposes of preliminary consideration.

~~Plan, sketch. A rough plan of a proposed subdivision or development as defined in section 5.1 of these~~ Commented [DRG1]: Moved to independent definition ~~regulations.~~

~~35-37~~ Principal building. The building situated on, or to be placed nearest the front property line and the use of which conforms to the primary use permitted by the zoning classification of the district in which it is located.

3.2.~~36-38~~ Private access road. Any unpaved street otherwise constructed to county standards which is not dedicated to or accepted by the county and which is privately owned, operated and maintained.

3.2.~~37-39~~ Private street. Any paved street constructed to county standards and which is not dedicated to or accepted by the county and which is privately owned, operated and maintained and whose use is restricted by signage or by a gate, barrier, or other device intended to exclude the general public, or where such street is identified as "private" on a recorded subdivision plat.

3.2.~~38-40~~ Public use. Use of any land, water, or buildings by a municipality, public body, or board, commission, or authority, county, state, or federal government, or any agency thereof for a public service or purpose.

3.2.~~39-41~~ Regulatory flood. A flood which is representative of large floods known to have occurred generally in the area and reasonably characteristic of what can be expected to occur in a particular stream. The regulatory flood generally has a frequency of approximately 100 years determined from an analysis of floods on a particular stream and other streams in the same general region.

3.2.~~40-42~~ Residential. The term "residential" or "residence" is applied herein to lot, plot, parcel, tract, area, or piece of land and or any building used exclusively for family dwelling purposes or intended to be so used, including concomitant uses specified herein.

3.2.~~41-43~~ Reserve strip. A strip of land adjacent to a public street or similar right-of-way which has been reserved for the purpose of controlling access to the public way.

3.2.~~42-44~~ Right-of-way line. The outside boundaries of a highway right-of-way, whether such right-of-way be established by usage, dedication, or by the official right-of-way.

3.2.~~43-45~~ Setback. The minimum horizontal distance between the right-of-way line, rear, or side lines of the lot, and the front, rear, or side lines of the building. When two or more lots under one ownership are used, the exterior property line so grouped shall be used in determining offsets.

3.2.

3.2.46 Sketch Plan, sketch. A rough plan of a proposed subdivision or development as defined in section 5.1 of these regulations.

3.2.44-47 Site. An area designated as a separate and distinct parcel of land on a legally recorded subdivision plat or in a legally recorded deed.

45-48 Street. A public right-of-way affording primary access to abutting property. For the purposes of these regulations, the term shall also mean avenue, boulevard, road, lane, and other public ways.

3.2.46-49 Street, arterial. A street of exceptional continuity that is intended to carry the greater portion of through traffic from one area of the county to another.

3.2.47-50 Street, collector. Those streets which are neither local streets nor arterial streets. Their location and design are such that they are: of exceptional continuity; serve as routes passing through residential areas; serve as means of moving traffic from local streets and feeding it into arterial streets.

3.2.48-51 Street, cul-de-sac. A short local street having but one end open for vehicular traffic, the opposite end being terminated with a permanent turnaround.

3.2.49-52 Street, dead end. A street not intersecting with other streets at both ends, and distinguished from a cul-de-sac by not being terminated by a vehicular turnaround.

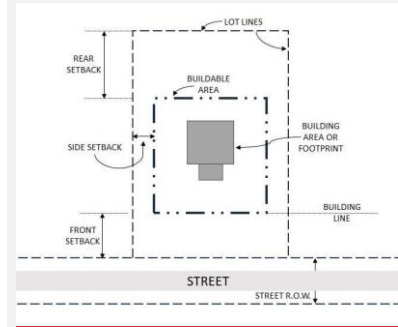
3.2.50-53 Street, local. Streets which provide only access to adjacent properties and by nature of their layout do not serve vehicles passing through the area with neither origin nor destination within the area.

3.2.54-54 Street, marginal access. A minor service street which parallels and is immediately adjacent to an arterial street (frontage road).

3.2.52-55 Street, width. The shortest distance between the lines delineating the right-of-way of a street.

3.2.53-56 Street plug. A segment of land at the terminus or adjacent to an existing or proposed street, created for the intention of connecting an existing or proposed road with adjacent property. The width of a street plug shall be determined by the right-of-way of the existing or proposed road.

3.2.54-57 Surveyor. A person who determines or delineates the form, extent, position, distance, or shape of a tract of land by taking linear and angular measurements, and by applying the principles of geometry and trigonometry.



3.2.

3.2.~~55-58~~ Structure. Anything constructed or erected, the use of which requires rigid location on the ground or attachment to something having a permanent location on the ground, provided, however, that utility poles, fences, and walls (other than building walls) shall not be considered to be structures.

3.2.~~56-59~~ Subdivider. Any person, firm, or corporation who divides ~~for sale, rent, or lease or develops~~ any land deemed to be a subdivision as herein defined.

3.2.~~57-60~~ Subdivision. Subdivision means all divisions of a tract or parcel of land, ~~regardless of zoning classification or land use~~, into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, legacy, or building development, and includes all division of land involving a new street or a change in existing streets, and includes resubdivision and, where appropriate, also includes the process of subdividing of the land or area subdivided; provided, however, that the following exemption is included within this definition only for the purpose of requiring that the ~~planning board~~board of commissioners be informed and have record of such subdivisions:

Exemption: The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of the governing authority.

Plats of such exemption shall be received as information by the ~~planning official~~zoning administrator, who shall indicate such fact on the plats.

Subdivision, Expedited. See Expedited subdivision.

Subdivision, Major. See Major subdivision.

Subdivision, Minor. See Minor subdivision. ~~58-61~~

Use. The purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.

3.2.~~59-62~~ Waterfront. Any site shall be considered as waterfront property provided any or all of its lot lines abut on or are contiguous to any body of water including creek, canal, river, or any other body of water natural or artificial, including marshland, not including a swimming pool, whether said lot line is front, rear, or side.

3.2.~~60-63~~ Wetlands. Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. As generally indicated on U.S. Fish and Wildlife Service National Wetland Inventory maps as generalized wetlands, but as specifically delineated by the U.S. Army Corps of Engineers. Generalized wetlands cannot serve as a substitute for a delineation of wetland boundaries by the U.S. Army Corps of Engineers, as required by Section 404 of the Clean Water Act, as amended.

3.2.~~64-64~~ Yard. An open space on the same lot with a building lying between the building and nearest lot or street line.

3.2.~~62-65~~ Yard, front. That area of open space to the front of the platted lot, the area immediately adjacent to the street side of the lot. If streets bound on two sides of the lot, the narrower portion fronting on a street shall be declared the front. See Lot lines, front.

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3.2.~~63-66~~ Yard, rear. That area of open space that is opposite the area delineated as the front. That area of greatest distance from the street. See Lot lines, rear.

3.2.~~64-67~~ Yard, side. That area of open space that is immediately adjacent to the side lot lines. See Lot lines, side.

3.2.~~65-68~~ Zoning ordinance. An officially adopted ordinance that regulates the manner, type, size, and/or use to which a piece of property may be placed. [See app. C to this volume]

(Ord. of 4-18-06)

ARTICLE IV. PROCEDURE FOR PLAT APPROVAL

4.1 General procedure.

4.1.1. Classification of subdivisions. Before any land is subdivided the owner of the property proposed to be subdivided, or the authorized agent, shall apply for and secure approval of the proposed subdivision in accordance with the following procedures. The procedure for review and approval of a subdivision plat consists of the following sequential steps:

(a) Major subdivision.

1. Sketch plan
2. Preliminary plat~~n~~
3. Construction plans
- ~~34.~~ Final plat

(b) Minor subdivision.

- ~~1. Required items~~
- ~~2.~~ Final plat

Review and approval of preliminary ~~plan-plat~~ for a major subdivision shall be completed prior to making any street improvement, installing any utilities or selling any lots. Final plat approval for a major or minor subdivision shall be completed prior to the sale of any lots in the proposed subdivision and subsequent to required improvements.

Time frames for action by the planning board or county commission on a sketch plan, preliminary ~~plan-plat~~ or final plat are based on the complete application of the required information for each stage. The professional staff of the planning and engineering department shall determine the completeness of an application as specified in these regulations and by the appropriate submittal forms as adopted by the county commission. Failure for the planning board or county commission to act on an incomplete application shall not constitute a violation of this or any other ordinance of the county.

(Ord. of 4-18-06; Ord. of 5-5-09)

4.2 Review procedure.

The following procedure shall be followed in the submission, review, and action upon all subdivision plats:

4.2.1 Sketch plan review procedures for major subdivisions.

- (a) Pre-application meeting. Before preparing the sketch plan for a subdivision, the applicant ~~is strongly encouraged to shall~~ schedule a meeting with the planning staff to discuss the procedure for approval and the requirements as to general layout of streets, required improvements, and similar matters. A subdivider must submit a sketch plan of the entire contiguous tract prior to the filing of a preliminary plan for all or a portion of the tract to be developed.

Included with the sketch plan should be a sketch map that shows the subdivision in relation to the surrounding area. The purpose of the sketch plan is to assist the subdivider prior to extensive site planning necessary for the preparation of the preliminary plan, and to enable him or her to become familiar with the regulations affecting the land to be subdivided.

- (b) Application procedure and requirements. Prior to subdividing land and after meeting with the planning staff, application for approval of a sketch plan shall be submitted to the professional staff of the planning and engineering department ~~at least 19 days prior to the regularly scheduled meeting date of the planning board for review~~. The application shall:
1. Be made on forms available at the planning and engineering office;
 2. Include all contiguous holdings of the owner with an indication of the portion proposed to be subdivided;
 3. Be accompanied by one copy of the sketch plan no larger than 11 inches × 17 inches ~~and a digital submittal of the sketch plan exhibit in pdf form or ten copies if larger than 11 inches × 17 inches~~ as described in these regulations and complying in all respects with these regulations; and,
 4. The application shall include an ~~email~~ address, ~~mailing address~~, and telephone number of a local agent who shall be authorized to receive all notices required by these regulations.
- (c) Classification and approval procedure. The planning staff shall determine whether the sketch plan constitutes a minor or major subdivision and notify the applicant of the classification within ~~19-5~~ business days from the date that the sketch plan is submitted to the planning staff. If a parcel has a

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~~residential dwelling structure~~ currently on the property at the time of the submittal, then the planning staff may, in his or her discretion, exempt the developed lot from counting as a lot in the subdivision for the purpose of classification as a major or minor subdivision.

The sketch plan for a major subdivision shall then be placed on the next available regular meeting agenda of the planning board for formal approval, disapproval or conditional approval of the sketch plan. The planning board shall review the sketch plan and shall ~~recommend approval~~ approve, ~~denial~~ deny, or ~~approval~~ approve subject to modifications at the meeting at which it is presented. Pertinent comments and recommendations shall be recorded in the minutes of the planning board meeting. ~~The planning board shall certify its recommendation to the board of commissioners, who shall consider the recommendation of the planning board and vote on the proposed sketch plan.~~

1. Major subdivision sketch plan.

- a. Approval shall be granted only if the sketch plan complies with all applicable laws governing the subdivision of land in Effingham County. Subsequent to approval or conditional approval by the ~~board of commissioners~~ planning commission, the planning staff shall issue a notice to proceed to the applicant. The notice to proceed shall include, as appropriate, recommended changes in the sketch plan to be incorporated into the preliminary ~~plan~~ plat to assist the applicant in obtaining preliminary plan approval.
 - i. Upon ~~approval~~ submittal, the sketch plan may be forwarded to the county engineer or designee, adjoining counties or municipalities, school board, or any other agency as deemed necessary. Such reviewers shall have ten business days to submit comments to the planning board.
- b. The applicant shall have one year from the date that the sketch plan is approved by the board of commissioners to submit a preliminary ~~plan~~ plat, after which time a new sketch plan must be submitted for approval.

4.2.2 Preliminary ~~plan~~ plat procedures for major subdivisions.

- (a) Application procedure. Application for preliminary approval of a subdivision plat shall be submitted to the planning and engineering department. The application shall not be accepted until sketch plan approval has been granted. The application shall:
 1. Be made on forms available at the planning and engineering office;
 2. Include all contiguous holdings of the owner with an indication of the portion proposed to be subdivided;
 3. The ~~preliminary~~ plat of the subdivision, ~~construction drawings, hydrology reports, water/sewer calculations, land disturbing activity permit application~~ and any other pertinent information shall be submitted as required by the planning and engineering department, as defined by section 5.2 of these regulations ~~and the document "Effingham County Instructions for Subdivision Review."~~
 4. Any preliminary ~~plan~~ plat submitted to the planning and engineering department shall contain the ~~individual's~~ individual's name, email address, and mailing address of the subdivider (or ~~his~~ designee) to whom notice comments may be sent.

~~Additional copies of the plat and s~~Supplemental information may be requested by the professional staff. The ~~above-mentioned copies~~ preliminary plat shall be distributed as required by section 5.2.4 of these regulations and additionally as deemed necessary by the planning and engineering department. The person or agency to which a copy of the preliminary ~~plan~~ plat is directed shall indicate any desired

changes or comments on the preliminary ~~plan-plat~~ and submit said changes or comments to the planning and engineering department prior to the formal approval of the preliminary ~~plan~~plat.

- (b) Approval procedure. The preliminary ~~plan-plat~~ shall be reviewed ~~and approval~~ from the departments as specified in section 5.2.4 of these regulations. The planning and engineering department, or designee, shall act on the preliminary ~~plat~~n within 90 days after formal submission, and, if recommending approval shall indicate in writing, stating the conditions of such approval, if any, or if recommending disapproval, shall express in writing its disapproval and its reasons therefore. ~~Failure of the planning and engineering department, or designee, to act within 90 days after formal submission of the preliminary plan shall be deemed to constitute a recommendation of approval, and certificate to that effect shall be issued by said staff on demand; provided, however, that the subdivider may waive this requirement and consent in writing to the extension of such period.~~

Failure of a subdivider to ~~initiate any development~~submit construction plans within six months from the approval of the preliminary ~~plan-plat~~ will require resubmission of a preliminary ~~plat~~n to the planning and engineering department for approval unless an extension is requested by the subdivider and approved by the ~~county commission~~planning and engineering department.

Approval of a preliminary subdivision ~~plan-plat~~ shall not constitute approval of the final subdivision plat. Preliminary approval shall constitute approval of the proposed widths and alignments of streets and the dimensions and shapes of lots subject to the final approval of the public works director or other designee of the board of commissioners. Application for approval of the final (record) plat will be considered only after the requirements for final plat approval as specified herein have been fulfilled and after all other specified conditions have been met. Upon approval of the preliminary subdivision ~~plan~~ plat by the professional staff, the subdivider may proceed to comply with the other requirements of these regulations, construction of the subdivision, and the preparation of the final subdivision plat. Construction shall follow the plans as submitted and approved by the ~~county commission~~planning and engineering department or their designee. A professional engineer licensed in the State of Georgia shall provide construction supervision.

4.2.3 ~~Required information for minor subdivisions~~Construction plan review procedures.

- (a) Application procedure. Application for approval of construction plans shall be submitted to the planning and engineering department. The application shall not be accepted until the sketch plan approval has been granted. The application shall:
1. Be made on forms available at the planning and engineering office;
 2. Include all contiguous holdings of the owner with an indication of the portion proposed to be subdivided;
 3. The preliminary plat of the subdivision, construction drawings, hydrology reports, water/sewer calculations, land disturbing activity permit application and any other pertinent information shall be submitted as required by the planning and engineering department, as defined by section 5.2 of these regulations.
 4. Any construction plans submitted to the planning and engineering department shall contain the name, email address, and mailing address of the subdivider (or his designee) to whom notice comments may be sent.
- (b) Approval procedure. The construction plans shall be reviewed and approval from the departments as specified in section 5.3 of these regulations.

Failure of a subdivider to initiate any development within six months from the approval of the construction plans will require resubmission of a preliminary plat and construction plans to the planning and engineering department for approval unless an extension is requested by the subdivider and approved by the county commission.

Upon approval of construction plans by the professional staff, the subdivider may proceed to comply with the other requirements of these regulations, construction of the subdivision, and the preparation of the final subdivision plat. Construction shall follow the plans as submitted and approved by the county engineer or their designee. A professional engineer licensed in the State of Georgia shall provide construction supervision.

(a) ~~Plat submittal procedure.~~

- ~~1. A plat by a land surveyor registered in the State of Georgia with the appropriate signature blocks for the zoning administrator and the health department, and a digital file geographically referenced to Georgia State Plane Coordinate System in a format as specified by the board of commissioners or their designee, as further described on attachments to the final plat checklist and submittal form;~~
- ~~2. Include all contiguous holdings by the owner with an indication of the portion proposed to be subdivided;~~
- ~~3. Show all necessary easements; and~~
- ~~4. The application shall include the information specified in section 5.3 of these regulations.~~

4.2.4 Final plat review procedures.

(a) Application procedure.

- (i) Application for final approval of a major subdivision plat shall be submitted to the planning and engineering department. The application shall:
 1. Be made on forms available at the planning and engineering office;
 2. Include all contiguous holdings of the owner with an indication of the portion proposed to be subdivided;
 3. After completion of the ~~final drawings~~required improvements of all or part of the area as shown on the approved preliminary ~~plan~~plat, the subdivider shall submit to the planning and engineering staff documents as required by the planning and engineering department, as defined by the document "Effingham County Final Plat Checklist and Submittal Form" prepared in accordance with the provisions of these regulations along with the required certificates executed by the appropriate officials;
 4. Comply in all respects with the sketch plan and preliminary plat~~a~~, as approved;
 5. Be accompanied by all formal irrevocable offers of dedication to the public, if required, of all streets, utilities, parks, easements, and other government uses, in a form approved by the county attorney;
 6. Be accompanied by a maintenance bond, letter of credit, escrow account, or certified check, which is available to the county to cover any necessary repair of streets, utilities, parks, easements, etc. The maintenance security shall be for a minimum of ten percent of the total

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construction cost of such improvements. The county engineer may require a higher percentage (or an additional amount) when circumstances warrant, subject to the approval of the board of commissioners.

All required improvements must be completed before the approval of the final plat. The maintenance bond, letter of credit (LOC), escrow account, or certified check will be held by the county for a period of not less than 12 months after final plat approval to assure the maintenance of the subdivision development. At the end of the 12 months, the developer shall request an inspection, and if no faults or failures have developed, the board of commissioners shall release the bond, LOC, escrow, or check. Maintenance bonds, LOCs, escrows, or checks shall remain in force until released by the board of commissioners after due inspection of said improvements and shall not automatically expire at the end of 12 months from the date of final plat approval.

Where faults or failures develop and the subdivider is willing to make repairs at his cost, the county may allow him to do so. If the subdivider is not willing, the county may draw on any maintenance security given by the subdivider to ensure the maintenance of said improvements. The subdivider shall reimburse the county for all costs incurred by the county in maintaining said improvements, plus 100 percent of such costs as an administrative expense. In the event the amount of the letter of credit or other security is not sufficient to cover the total amount due the county, the subdivider shall immediately pay the balance due to the county.

7. ~~Be accompanied by the subdivision improvement agreement and security, if required, in a form satisfactory to the county attorney; and~~
8. ~~Be accompanied by the water and sewer agreement, if required applicable, in a form satisfactory to the county attorney.~~
8. The subdivider shall provide ~~one a digital complete~~ set of construction plans as record drawings (as-built) ~~on Mylar film, three sets on paper, and a digital copy~~ geographically referenced to Georgia State Plane Coordinate System in a format as specified by the board of commissioners or their designee, as further described on the final plat checklist and submittal form and attachments thereto. Each sheet of the construction record drawings shall bear the stamp and signature of the professional engineer licensed in the State of Georgia who shall certify that the project has been constructed in accordance with the approved drawings. Inspection of the subdivision development shall be performed by the staff of the planning and engineering department, or designee, and all improvements required by this ordinance must be finished before the final plat application is deemed complete. ~~Additional copies of the final plat and s~~Supplemental information may be requested.

The ~~above-mentioned copies~~final plat shall be distributed as required by this ordinance and as deemed necessary by the planning and engineering staff. The person or agency to which a copy of the final plat is directed shall indicate any desired changes or comments, or its approval on the plat and shall submit it to the planning and engineering staff.

- (ii) Application for final approval of a minor subdivision plat shall be submitted to the planning and engineering department. The application shall include the information specified in section 5.3-4 of these regulations.
- (b) Approval procedure.

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- (i) For a major subdivision, the final plat shall be placed on the agenda of the next meeting of the county commission once the application is deemed complete ~~and in compliance with this ordinance~~ by the planning and engineering staff, and following review and approval from the departments as specified in section 5.2.4 of these regulations. ~~The applicant may petition to have an item placed on the agenda of the next meeting of the county commission prior to such approvals by submitting a written request to the planning and engineering department, specifying the reason for the request. Such requests shall be heard by the county commission and added to the county commission agenda upon unanimous approval.~~ The board of commissioners shall act on the final plat within 60 days after ~~formal submission~~ ~~the applicant is deemed complete and in compliance with this ordinance.~~ Failure to act within that time period shall be deemed to constitute final approval, and a certificate to that effect shall be issued upon demand; provided, however, that the subdivider may waive this requirement and consent in writing to the extension of such period.

Upon the approval of the final plat by the board of commissioners, the ~~original Mylar signed copy~~ shall be stamped with the appropriate certificate of the board of commissioners. ~~At least three prints shall then be made of the original, two to be~~ A digital copy shall be kept on file with the planning and engineering department. ~~The final plat and one to accompany the original which shall be recorded in the office of the clerk of the Superior Court of Effingham County.~~ Approval of the final plat shall be deemed to constitute or affect an acceptance by the county of the dedication of any street or other ground shown upon the plat that is intended to become public domain.

In the event a final plat is disapproved, the subdivider shall be notified in writing, by certified mail, of the grounds for such disapproval. In no case shall a final plat be disapproved that:

- (a) Meets the requirements of a final plat as set forth in these regulations;
- (b) Conforms to an approved preliminary plat; and
- (c) Has all the required improvements installed and approved.

~~A subdivider who fails to initiate any development associated with the subdivision within 18 months from the approval of the preliminary plan shall be required to resubmit the preliminary plan to the planning and engineering department for approval. Any additional requirements placed upon the plan that were not placed upon the plan when it was first submitted shall be implemented in the final plan. All applicable fees shall be payable upon resubmission of the plat.~~

~~All required improvements must be completed before the approval of the final plat. The maintenance bond, letter of credit (LOC), escrow account, or certified check will be held by the county for a period of not less than 12 months after final plat approval to assure the maintenance of the subdivision development. At the end of the 12 months, the developer shall request an inspection, and if no faults or failures have developed, the board of commissioners shall release the bond, LOC, escrow, or check. Maintenance bonds, LOCs, escrows, or checks shall remain in force until released by the board of commissioners after due inspection of said improvements and shall not automatically expire at the end of 12 months from the date of final plat approval.~~

~~Where faults or failures develop and the subdivider is willing to make repairs at his cost, the county may allow him to do so. If the subdivider is not willing, the county may draw on any maintenance security given by the subdivider to ensure the maintenance of said improvements. The subdivider shall reimburse the county for all costs incurred by the county in maintaining said improvements, plus 100 percent of such costs as an administrative expense. In the event the~~

~~amount of the letter of credit or other security is not sufficient to cover the total amount due the county, the subdivider shall immediately pay the balance due to the county.~~

- (ii) For a minor subdivision, the final plat may be approved by the zoning administrator once the application is deemed complete by the planning and engineering staff, and following review and approval from the departments as specified in section 5.34.1 of these regulations. Upon review of a plat that complies with all of the requirements of the minor subdivision regulations including but not limited to zoning district, lot size, access, and frontage requirements, the ~~original Mylar~~final plat shall be signed by the zoning administrator. ~~At least three prints shall then be made of the original, two to be A digital copy shall be~~ kept on file with the planning and engineering department. ~~The final plat and one to accompany the original which~~ shall be recorded in the office of the clerk of the Superior Court of Effingham County.

The zoning administrator shall act on the plat within 30 days after formal submission. If approved, the plat shall be signed in the appropriate signature block. If recommending disapproval, an explanation in writing shall be attached to the plat. ~~Failure of the zoning administrator to act within 30 days after formal submission of the required information shall be deemed to constitute approval; provided, however, that the subdivider may waive this requirement and consent in writing to the extension of such period.~~

(Ord. of 4-18-06; Ord. of 5-5-09)

4.3 Reserved.

Editor's note(s)—Section 4.3, pertaining to sketch plans and preliminary plats not required, was deleted in its entirety by an ordinance adopted July 1, 1997.

~~4.4 Federal Housing Administration approval.~~

~~In the event the subdivider plans to secure approval of his subdivision by the Federal Housing Administration, it is suggested that such approval be secured after submission and approval of a preliminary plan by the county commission.~~

(Ord. of 4-18-06)

4.5 Approval of subdivision in flood prone area.

No portion of a subdivision shall be approved which is subject to inundation by a flood of 100 years frequency or less, which fails to conform to Chapter 34, Flood Damage Prevention of the Effingham County Code of Ordinances and the following restrictions:

4.5.1 Standards for flood prone area uses. All subdivisions must be designed to minimize flood damage; all public utilities and facilities, such as sewer, gas, electrical, and water systems shall be located, elevated, and constructed to minimize or eliminate flood damage; adequate drainage must be provided to reduce exposure to flood hazards; water supply systems and/or sanitary sewage systems must be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into the floodwaters; on-site waste disposal systems must be located so as to avoid impairment of water supply systems and/or sanitary sewage systems or contamination from them during flooding. The following additional standards shall also apply to flood prone areas:

4.5.1.1 Fill.

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- (1) Any fill proposed to be deposited in the floodway must be shown to have some beneficial purpose and the amount thereof not greater than is necessary to achieve that purpose, as demonstrated by a plan submitted by the owner showing the uses to which the filled land will be put and the final dimensions of the proposed fill or other materials.
 - (2) Such fill or other materials shall be protected against erosion by rip-rap, vegetative cover, or bulkheading.
 - (3) No fill is allowed in marshlands.
 - (4) No fill is allowed in wetlands without the necessary 404 permit(s) from the U.S. Army Corps of Engineers.

4.5.1.2 Structures (temporary or permanent).

- (1) All structures shall be designed consistent with all federal flood insurance standards.
- (2) Structures shall have low flood damage potential.

-
- (3) The structure or structures, if permitted, shall be constructed and placed on the building site so as to offer the minimum obstruction to the flow of floodwaters.
 - (a) Whenever possible, structures shall be constructed with the longitudinal axis parallel to the direction of flood flow; and
 - (b) So far as practicable, structures shall be placed approximately on the same flood flow lines as those adjoining structures.
 - (4) Structures shall be firmly anchored to prevent flotation which may result in damage to other structures and/or restriction of bridge openings and other narrow sections of the stream or river;
 - (5) Service facilities such as electrical and heating equipment shall be constructed at or above the regulatory flood protection elevation for the particular area or shall be flood-proofed.

4.5.1.3 Storage of material and equipment.

- (1) The storage or processing of materials that are, in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- (2) Storage of other material or equipment may be allowed if not subject to major damage by floods and if firmly anchored to prevent flotation or readily removable from the area within the time available after flood warning.

(Ord. of 4-18-06)

4.6 Phased developments.

4.6.1 An applicant may submit a general master plan of a phased development for review and comment from the planning board pertaining to general layout, number of lots, etc. Such application may serve as the sketch plan for the development if said submittal conforms to the requirements of a sketch plan as defined by these regulations.

4.6.2 Phased preliminary ~~plan~~plat. The preliminary ~~plan~~plat may be phased upon meeting the following conditions:

- (a) Fifty percent of the value of the recreational amenities shall be provided in the first phase and all recreational amenities shall be provided when two-thirds of the units are finished.
- (b) Master plans for the entire development for drainage, water, and sewer shall be submitted for review and approval prior to or concurrent with the approval of the preliminary ~~plans~~plat for the first phase of the development. Drainage plans shall be based on anticipated post-development conditions and shall be designed in accordance with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- (c) The drainage structures for the entire development shall be in place prior to the signing of the final plat for the first phase. This requirement may be waived at the discretion of the county engineer or other designee if the drainage for subsequent phases is not linked or otherwise reliant on the drainage structure(s) of earlier phases.

4.6.3 Phased final plat. The final plat may be submitted in phases as construction is completed and all requirements are met.

(Ord. of 4-18-06)

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ARTICLE V. PLAN AND PLAT REQUIREMENTS

5.1 Sketch plan.

An applicant must submit a sketch plan of the entire contiguous tract prior to the filing of a preliminary ~~plan plat~~ of the portion to be developed. If a sketch plan is not presented for the entire property, the property directly adjacent to the contiguous tract and under the same ownership not included in the sketch plan may not be subdivided for 24 months following the approval of the final plat of the original contiguous property.

The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. ~~Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.~~

If an applicant chooses to utilize professional resources (engineer, surveyor, etc.) in preparation of the sketch plan, this shall in no way obligate the county to approve such plans based on the expenditure of time or resources premature to sketch plan approval.

5.1.1 Scale. The sketch plan shall be drawn at a scale of not less than 100 feet to one inch.

5.1.2 Vicinity map. The sketch plan shall include a vicinity map at a scale of approximately one inch equals one mile showing the relationship of the proposed subdivision to surrounding development.

5.1.3 Other requirements. The sketch plan shall show:

- (1) Proposed name of subdivision.
- (2) Name, ~~email address, mailing address,~~ and telephone number of petitioner and architect, surveyor, engineer, or designer.
- (3) Location of natural and/or manmade water bodies, if present.
- (4) Location of ~~jurisdictional~~ wetlands, if present.
- (5) If septic systems are to be used for wastewater treatment then a soil survey is required.
- (6) Extent of 100-year flood zone, if present.
- (7) Date of preparation.
- (8) Total acreage in the tract to be subdivided.
- (9) Existing and proposed uses of land throughout the subdivision.
- (10) Other existing features, including buildings, easements, utilities, etc.
- (11) Approximate topography.
- (12) Approximate location and width of all streets, lots, detention structures, and other permanent features, excluding utilities.
- (13) Zoning classification, owners name, and existing uses of adjacent property.
- (14) Any additional information as specified by the Effingham County Sketch Plan Review Checklist, ~~as adopted by the board of commissioners.~~

5.1.4 Subdivision of part of property. The subdivider shall submit a sketch plan of ~~his-the~~ entire tract even ~~though his-if~~ present plans call for the actual development of only a ~~part-portion~~ of the property.

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(Ord. of 4-18-06)

5.2 Preliminary ~~plan-plat~~ for major subdivisions.

The preliminary ~~plan-plat~~ shall be drawn to a scale of not less than one inch equals 100 feet, meet the minimum standards of design set forth in these regulations, and shall include the following information and any additional information as specified by the "Effingham County Preliminary Plan and Subdivision Plan Review Checklists," ~~as adopted by the board of commissioners:~~

5.2.1 General conditions.

- (1) Full name of subdivision.
- (2) Name, address, and telephone number of petitioner and architect, surveyor, engineer, and designer.
- (3) All names and addresses of all property owners of the site.
- (4) All names and addresses of all deed record owners of the land adjacent to the site.
- (5) Graphic scale, north point, and date. The north point shall be identified as magnetic, true, or grid north.
- (6) Vicinity map at a scale of not less than ~~one-inch-one-inch~~ equals ~~one-mile~~1000 feet showing the relationship of the subdivision to the surrounding area.
- (7) Acreage to be subdivided.
- (8) Proper identification of the boundaries of the tract to be subdivided with all bearings and distances indicated. The boundary survey shall be to such a degree of accuracy that the error of closure is not greater than 1:7500.

5.2.2 Existing conditions.

- (1) ~~Topography by contours at vertical intervals of one foot and a certificate from an authorized engineer stating that the drainage from the property is adequate and will not adversely affect adjacent property owners.~~
- (2) Zoning district classification of land to be subdivided and adjoining land.
- (3) In case of resubdivision, a copy of the existing plat with proposed resubdivisions superimposed thereon.
- (4) Location of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on a 100-year flood frequency on the property to be subdivided. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed. Determination of the presence or absence of natural features shall be made by a professional qualified to delineate wetlands. ~~Subdivisions of three lots or less may follow the procedure for minor subdivisions as determined by section 5.3(2) of these regulations:~~
 - a. Wetlands delineation shall be conducted and signed by a professional qualified to conduct such delineation. If the applicant is in the process of jurisdictional determination from the U.S. Army Corps of Engineers at the time of the plan submittal, all wetlands shall be indicated on the plan until such time as the Corps determines such wetlands are non-jurisdictional.
 - b. If no wetlands exist on the property, such statement shall be indicated on the plan and signed by a professional qualified to make such determination.
- (5) Location of existing adjoining property lines and existing buildings on the property to be subdivided.

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- (6) Location and right-of-way of streets, roads, railroads, and utility lines either on or adjacent to the property to be subdivided. Specify whether utility lines are in easements or right-of-way and show location of poles or towers.
- (7) Size and location of existing sewers, water mains, drains, culverts, or other underground facilities within the street or within the right-of-way of streets or roads adjoining the tract. ~~Grades and invert elevations of sewers shall be shown.~~
- (8) The acreage of each drainage area affecting the proposed subdivision.
- (9) All elevations shall refer to mean sea level datum (if available) where public water and/or public sewers are to be installed.
- (10) Location of city limits lines and county lines, if applicable.

5.2.3 Proposed conditions.

- (1) Layout of streets, roads, alleys, and public crosswalks, with widths, proposed road names, or designations, grades, and cross-sections.
- (2) ~~Profile of proposed streets showing natural and finished grades. At least one permanent survey reference point (Benchmark) established per plan or plat which is referenced to any nearby U.S. Coast and Geodetic Survey station, U.S. Geological Survey marker, Georgia Coordinated Grid System marker, paved street intersection or other reliable and permanent designation. Subdivisions require a minimum of 2 benchmarks located on opposite corners of the property being subdivided. Subdivisions with more than 15 lots shall provide one additional benchmark for every additional 100 lots or fraction thereof.~~
- (3) Detailed layout of all lots, including building setback lines, required buffers, scaled dimensions on lots, lot and block numbers, and utility easements with width, and use.
- (4) ~~Construction drawings of sanitary sewers (if applicable) with grade, pipe size, location of manholes, points of discharge, soil map, and wells as specified by the public works department or other designee of the board of commissioners. The soil map shall be submitted as part of the construction drawings and shall bear the seal and signature of the soil scientist who prepared the report.~~
- (5) ~~Construction drawings and hydraulic calculations of proposed storm drainage system including storm sewer pipe, inlets, catch basins, etc. Storm sewer shall be sized in accordance with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.~~
- (6) ~~Plans of all drainage provisions, retaining walls, cribbage, planting, anti-erosion devices, or other protective devices to be constructed together with a map showing the drainage area of land tributary to the site and estimated runoff of the area served by any drains.~~
- (7) ~~Construction drawings of water supply system with pipe sizes and location of hydrants and valves.~~
- (85) Designation of all land (if any) to be reserved or dedicated for public use. In mixed use or residential development, provide designation for open space, and pedestrian and amenity areas.
- (96) Designation of proposed use of all lots ~~to be used for other than single family residential (if any).~~
- (407) Proposed major contour changes in areas where substantial cut and/or fill is to be done.
- (11) ~~A timing schedule indicating the anticipated starting and completion dates of the development and the time of exposure of each area prior to the completion of effective erosion and sediment control measures.~~
- (428) Total number of lots, total acreage, and total length of new streets.

~~(439)~~ Any additional information as specified by the Effingham County ~~Sketch Plan~~Preliminary Plat Review Checklist, ~~as adopted by the board of commissioners.~~

5.2.4 Review and approval. The preliminary ~~plan-plat~~ shall be reviewed and approved by the professional staff of the planning board only after review and approval by the following:

- (a) The health department and/or the Georgia Environmental Protection Division shall review the water supply and sewage disposal facilities to be provided on all preliminary ~~plans~~. In addition, the health department shall make determinations in all matters concerning the public health, as specified herein. Such determinations and recommendations shall be forwarded to the planning board in writing.
- (b) The public works official or other designee of the board of commissioners shall review the preliminary ~~plan-plat~~ for conformity of its proposed streets with adopted design standards and existing and proposed public street improvements. The GIS department shall review proposed street names for compliance with public safety requirements.
- (c) ~~The public works official, county engineer or other designee of the board of commissioners shall review all construction plans for conformance with county standards, regulations, policies, and good engineering practices. Review shall include: paving, soils, water systems, wastewater systems, drainage systems, stormwater management systems, sidewalks, street lighting, buffers, landscaping, subdivision entrances and curb cuts, neighborhood grading and drainage plans, design considerations, hydraulic design, and all other reports and certifications as required for a complete submission.~~
- (d) ~~The coastal soil and water conservation district shall review the preliminary plan and make comments and determinations regarding slopes and soil erosion, drainage and water runoff, floodplain areas, and other related areas. The conservationist shall forward in writing to the planning board comments and/or recommendations and approval or disapproval.~~
- (e) ~~If the project requires a wetlands permit or jurisdictional determination from the U.S. Army Corps of Engineers, the subdivider shall provide documentation of such permit or determination. If the permit application is still pending from the Corps of Engineers, a copy of the permit application shall accompany the preliminary plan application.~~

(Ord. of 4-18-06)

5.4 Construction plans for major subdivisions.

The construction plans shall be drawn to a scale of not less than one-inch equals 100 feet, meet the minimum standards of design set forth in these regulations, and shall include the following information and any additional information as specified by the "Effingham County Construction Plan Checklist":

5.4.1 General conditions.

- (1) Full name of subdivision.
- (2) Name, address, and telephone number of petitioner and architect, surveyor, engineer, and designer.
- (3) All names and addresses of all property owners of the site.
- (4) All names and addresses of all deed record owners of the land adjacent to the site.
- (5) Graphic scale, north point, and date. The north point shall be identified as magnetic, true, or grid north.
- (6) Vicinity map at a scale of not less than one inch equals 1000 feet showing the relationship of the subdivision to the surrounding area.

(7) Acreage to be subdivided.

(8) Proper identification of the boundaries of the tract to be subdivided with all bearings and distances indicated. The boundary survey shall be to such a degree of accuracy that the error of closure is not greater than 1:7500.

5.4.2 Existing conditions.

(1) Topography by contours at vertical intervals of one foot and a certificate from an authorized engineer stating that the drainage from the property is adequate and will not adversely affect adjacent property owners. If all or part of the area does not display a 1.0 linear feet vertical variation, "spot elevations" shall be shown on a 50.0 by 50.0 linear feet (2,500 square feet) scaled grid, when the total surveyed area is less than 1.0 acre, or on a 100.0 by 100.0 linear feet (10,000 square feet) scaled grid when the total surveyed area is more than 1.0 acre.

(2) Zoning district classification of land to be subdivided and adjoining land.

(3) In case of resubdivision, a copy of the existing plat with proposed resubdivisions superimposed thereon.

(4) Location of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on a 100-year flood frequency on the property to be subdivided. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed. Determination of the presence or absence of natural features shall be made by a professional qualified to delineate wetlands. Subdivisions of three lots or less may follow the procedure for minor subdivisions as determined by section 5.3(2) of these regulations.

a. Wetlands delineation shall be conducted and signed by a professional qualified to conduct such delineation. If the applicant is in the process of jurisdictional determination from the U.S. Army Corps of Engineers at the time of the plan submittal, all wetlands shall be indicated on the plan until such time as the Corps determines such wetlands are non-jurisdictional.

b. If no wetlands exist on the property, such statement shall be indicated on the plan and signed by a professional qualified to make such determination.

(5) Location of existing adjoining property lines and existing buildings on the property to be subdivided.

(6) Location and right-of-way of streets, roads, railroads, and utility lines either on or adjacent to the property to be subdivided. Specify whether utility lines are in easements or right-of-way and show location of poles or towers.

(7) Size and location of existing sewers, water mains, drains, culverts, or other underground facilities within the street or within the right-of-way of streets or roads adjoining the tract. Grades and invert elevations of sewers shall be shown.

(8) The acreage of each drainage area affecting the proposed subdivision.

(9) All elevations shall refer to mean sea level datum (if available) where public water and/or public sewers are to be installed.

(10) Location of city limits lines and county lines, if applicable.

5.4.3 Proposed conditions.

(1) Layout of streets, roads, alleys, and public crosswalks, with widths, proposed road names, or designations, grades, and cross-sections. If grading occurs within the limits of the 100-year floodplain, cut and fill calculations shall be provided. If the result of the calculation is a net-fill, a No-Rise Certification shall be submitted for review.

- (2) Profile of proposed streets showing natural and finished grades.
- (3) Detailed layout of all lots, including building setback lines, scaled dimensions on lots, lot and block numbers, and utility easements with width, and use.
- (4) Construction drawings of sanitary sewers (if applicable) with grade, pipe size, location of manholes, points of discharge, soil map, and wells as specified by the public works department or other designee of the board of commissioners. The soil map shall be submitted as part of the construction drawings and shall bear the seal and signature of the soil scientist who prepared the report. All proposed lift stations shall be accompanied by an engineering report as specified by the county engineer.
- (5) Construction drawings and hydraulic calculations of proposed storm drainage system including storm sewer pipe, inlets, catch basins, etc. Storm sewer shall be sized in accordance with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
- (6) Plans of all drainage provisions, retaining walls, cribbage, planting, anti-erosion devices, or other protective devices to be constructed together with a map showing the drainage area of land tributary to the site and estimated runoff of the area served by any drains.
- (7) Construction drawings of water supply system with pipe sizes and location of hydrants and valves and water main profiles.
- (8) All projects shall provide an engineering report including Needed Fire Flow, Expected Domestic Demand, and the Results of a Fire Hydrant Flow Test. If proposing a new Water Main, Engineering Report shall include a model of the proposed system, demonstrating that Fire Flow and Domestic Demand can be achieved simultaneously at the most remote location in the system.
- (9) Designation of all land (if any) to be reserved or dedicated for public use.
- (10) Designation of proposed use of all lots to be used for other than single-family residential (if any).
- (11) Proposed major contour changes in areas where substantial cut and/or fill is to be done.
- (12) A timing schedule indicating the anticipated starting and completion dates of the development and the time of exposure of each area prior to the completion of effective erosion and sediment control measures.
- (13) Total number of lots, total acreage, and total length of new streets.
- (14) Any additional information as specified by the Effingham County Construction Plan Review Checklist.

5.4.4 Review and approval. The preliminary plan shall be reviewed and approved by the professional staff of the planning board only after review and approval by the following:

- (a) The health department and/or the Georgia Environmental Protection Division shall review the water supply and sewage disposal facilities to be provided on all preliminary plans. In addition, the health department shall make determinations in all matters concerning the public health, as specified herein. Such determinations and recommendations shall be forwarded to the planning board in writing.
- (b) The public works official or other designee of the board of commissioners shall review the preliminary plan for conformity of its proposed streets with adopted design standards and existing and proposed public street improvements.
- (c) The public works official, county engineer or other designee of the board of commissioners shall review all construction plans for conformance with county standards, regulations, policies, and good engineering practices. Review shall include: paving, soils, water systems, wastewater systems, drainage

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systems, stormwater management systems, sidewalks, street lighting, buffers, landscaping, subdivision entrances and curb cuts, neighborhood grading and drainage plans, design considerations, hydraulic design, and all other reports and certifications as required for a complete submission.

- (d) The coastal soil and water conservation district shall review the preliminary plan and make comments and determinations regarding slopes and soil erosion, drainage and water runoff, floodplain areas, and other related areas. The conservationist shall forward in writing to the planning board comments and/or recommendations and approval or disapproval.
- (e) If the project requires a wetlands permit or jurisdictional determination from the U.S. Army Corps of Engineers, the subdivider shall provide documentation of such permit or determination. If the permit application is still pending from the Corps of Engineers, a copy of the permit application shall accompany the preliminary plan application.

5.3-5 Required information for minor subdivision.

Required information for minor subdivisions shall be submitted at a scale of not less than one inch equals 100 feet, meet the minimum standards of design set forth in these regulations, and shall include the following information and any additional information as specified by the "Effingham County Minor Subdivision Plan Review Checklist", as adopted by the board of commissioners:

- (1) Topography by contours at vertical intervals of one foot and a certificate from an authorized engineer stating that the drainage from the property is adequate and will not adversely affect adjacent property owners.
- (2) Location of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on a 100-year flood frequency on the property to be subdivided. Determination of the presence or absence of natural features shall be made by a qualified professional. Delineation of wetlands is not required for a minor subdivision if the National Wetlands Inventory (NWI) map does not indicate generalized wetlands are present in the developable area of the property. The county health department shall determine the presence or absence of generalized wetlands in the developable area of the property.
 - a. Wetlands delineation shall be conducted and signed by a professional qualified to conduct such delineation. If the applicant is in the process of jurisdictional determination from the U.S. Army Corps of Engineers at the time of the plan submittal, all wetlands shall be indicated on the plan until such time as the Corps determines such wetlands are non-jurisdictional.
 - b. If no wetlands exist on the property, such statement shall be indicated on the plan and signed by a professional qualified to make such determination.

Expedited subdivisions may be submitted as a final plat in conformance with Section 5.6.

5.35.1 Review and approval. The required information shall be reviewed and approved by the planning staff only after review and approval by the following:

- (a) The public works official, county engineer or other designee of the board of commissioners shall review all plans for conformance with county standards, regulations, policies, and good engineering practices. Review shall include: drainage systems, stormwater management systems, curb cuts, neighborhood grading and drainage plans, design considerations, hydraulic design, and all other reports and certifications as required for a complete submission.
- (b) The coastal Ogeechee River soil and water conservation district shall review land disturbing activity permit application and make comments and determinations regarding slopes and soil erosion, drainage

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and water runoff, floodplain areas, and other related areas. The conservationist shall forward in writing to the planning director comments and/or recommendations and approval or disapproval.

- (c) If the project requires a wetlands permit or jurisdictional determination from the U.S. Army Corps of Engineers, the subdivider shall provide documentation of such permit or determination. If the permit application is still pending from the Corps of Engineers, a copy of the permit application shall accompany the preliminary plan application.

5.4.6 Final plat.

If the final plat is drawn in two or more sections, each section shall be accompanied by a key map showing the location of the several sections. The final plat shall **be in compliance with the Georgia Plat Act and** contain the following specific information and any additional information as specified by the "Effingham County Final Plat Review Checklist," ~~as adopted by the board of commissioners:~~

- (1) Name of owner of record.
- (2) Name of subdivision, date, north arrow, and graphic scale.
- (3) Name, registration number, and seal of registered surveyor or civil engineer.
- (4) Name of county or counties in which subdivision is located and location map.
- (5) Sufficient data to determine readily and reproduce accurately on the ground the location, bearing, and length of every street and alley line, lot line, easement, boundary line, and building line whether curved or straight. This shall include the radius, point of tangency, and other data for curved property lines and curved streets, to an appropriate accuracy and in conformance with good surveying practice.
- (6) Names of owners of record of all adjoining land and all property boundaries, water courses, streets, easements, utilities, and other such improvements, which cross or form any boundary line of the tract being subdivided.
- (7) Exact boundaries and original property lines within the tract of land being subdivided shown with bearings and distances.
- (8) The magnetic declination from magnetic north to true north for the date of the survey.
- (9) Street and alley names.
- (10) Location, widths, and purposes of rights-of-way or easements.
- (11) Accurate description of the location of all monuments and markers.
- (12) ~~The final plat must conform to the requirements of the Georgia Plat Act.~~

- ~~(12)~~ The following signed certificate from the design professional engineer:

"I hereby certify that the streets, drainage system, sewer system, and water system in the Subdivision known as _____ shown on the Plat dated _____ prepared by _____ have (has) been installed in accordance with the preliminary plan (Construction Drawings) approved (Date)."

- ~~(12)~~ The following signed certificates shall appear on the final plat which is submitted to the county commission by the subdivider.

- (a) Certificate of approval for recording. (To be placed on an original of the approved final plat and returned to the subdivider for recording.)

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The subdivision plat known as _____ has been found to comply with the Effingham County Subdivision Regulations and was approved by the Effingham County Board of Commissioners for recording in the office of the Clerk of Superior Court of Effingham County, Georgia (date), _____ Chairman of Effingham County Board of Commissioners, witness _____ Clerk of Effingham County Board of Commissioners.

(b) Certificate of accuracy.

I hereby certify that this Plat is a true, correct, and accurate survey as required by Effingham County Subdivision Regulations; and was prepared from an actual survey of the property made under my supervision, and that monuments shown have been located and placed to the specifications set forth in said regulations.

(c) Certificate of ownership and dedication—Individuals.

It is hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby dedicate all streets, alleys, walks, parks, and other sites to public or private use as noted.

(d) Certificate of ownership and dedication—Corporation.

It is hereby certify that a corporation duly organized and existing under the laws of the State of Georgia by, (principles authorized to sign the certificate) is the owner of the property shown and described thereon, and that all streets, alleys, walks, parks, and other sites shown hereon, are dedicated to public or private use as noted.

5.46.1 Final plat approval. The final plat shall be approved by the board of commissioners after review and approval by the following:

- (a) County board of ~~environmental~~ health, ~~if required engineer~~;
- (b) County public works director; (c) County planning official.

5.46.2 Permanent reference points. Prior to the approval of the final plat, all of the subdivision's permanent reference points shall [have] been placed in accordance with the following requirements:

5.46.2.1 Subdivision corner tie.

- (1) At least one corner of the subdivision shall be designated by course and distance (tie) from a readily discernible reference marker. If a corner is within 2,000 feet of a U.S. Coast and Geodetic Station, U.S. Geological Survey, or Georgia Grid System coordinated monument, then this corner shall be marked with a monument so designated by computed X and Y coordinates which shall appear on the map with a statement identifying this station or monument to an accuracy of 1:10,000. When such a monument or station is not available, the tie shall designate a reference marker and the X and Y coordinates shall be obtained using sub-meter Global Positioning System (GPS) technology. All subdivision surveys shall be tied to the target coordinate system.
- (2) The target coordinate system is Georgia State Plane, East Zone, North American Datum (NAD) 1983. All survey tie monuments shall reference this coordinate system.

5.46.2.2 Monuments.

- (1) Monuments shall be located in the ground at all angles in the boundaries of the subdivision; at the intersection of the lines of streets with boundaries of the plat and at the intersection of alleys with the boundaries of the subdivision; at all points of curvature, points of tangency, points of reverse curvature,

and angle points in the side lines of streets and alleys; and at all angles of an intermediate transverse line.

- (2) It is not intended or required that monuments be placed within the traveled portion of a street to marker angles in the boundary of the subdivision if the angle points can be readily re-established by reference to monuments along the sidelines of the streets.
- (3) All required monuments shall be placed flush with the ground where practicable.
- (4) If the required location of monument is in an inaccessible place, or where the location of a monument would be clearly impracticable, it is sufficient to place a reference monument nearby, provided that the precise location thereof be clearly indicated on the plat and referenced to the true point.
- (5) All monuments used shall be made of solid iron or steel bars at least one-half inch in diameter and 36 inches long and completely encased in concrete at least four inches in diameter.
- (6) If a point required to be monumented is on bedrock outcropping, a steel rod, at least one-half inch in diameter, shall be drilled and grouted into solid rock to a depth of at least eight inches.

5.46.2.3 Property markers. A steel or wrought iron pipe or the equivalent not less than one-half inches in diameter and at least 30 inches in length shall be set at all corners, except those located by monuments.

5.46.2.4 Accuracy. Land surveys, shall be at an accuracy of at least 1:7500.

(Ord. of 4-18-06)

ARTICLE VI. REQUIRED IMPROVEMENTS

6.1 Number of lots vs. improvement standards.

Subdivision Type	Number of Lots	Required Improvements
Minor subdivision	3 or less	Drainage study and storm drainage system, if needed Street signs Site grading for adequate drainage
Major subdivisions	4 or more	Paved streets Street signs Street lights (Requirement may be waived by the county commission) Community water supply and system (if required by EPD or Health Department) Fire protection (if community water system required) Appropriate sewerage system Sidewalks (Requirement may be waived by the county commission) Storm drainage system

(Ord. of 4-18-06)

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6.2 Required improvements.

A well-designed subdivision means little to a prospective lot buyer until ~~he can see actual physical transformation of raw land into lots with all~~ necessary improvements are provided. Likewise, a well-designed subdivision is not an asset to the community until the necessary improvements have been installed. In order that prospective lot purchasers may get useable products and new subdivisions may be an asset rather than a liability to the community, the subdivider shall install ~~and/or pay for~~ the improvements required by these regulations necessary to serve ~~his the~~ subdivision prior to the approval of the final plat.

6.2.1 Natural gas. When gas lines are located in a street right-of-way, where possible, such lines shall be located outside the portion of the street to be surfaced to prevent having to cut into the paved surface to serve abutting properties.

6.2.2 Water supply. If a water system is installed in a subdivision, water mains, valves, and fire hydrants shall be installed according to plans approved by and in accordance with the rules and administrative regulations of the county. When the water main is located in the street surface to serve the abutting lots, a connection shall be stubbed out to the property line to serve each lot before the street is surfaced. Major subdivisions and phased development shall provide a water supply master plan for the entire development.

6.2.3 Sanitary sewerage. If sanitary sewer is installed in a subdivision, sanitary sewers shall be installed to the plans and specifications approved by and in accordance with the rules and administrative regulations of the public works department or other designee of the board of commissioners. When the sewer line is located in a street right-of-way and it will be necessary to cut into the street surface to serve the abutting lots, a connection shall be stubbed out to the property line to serve each lot prior to surfacing the street. Major subdivisions and phased developments shall provide a sewer master plan for the entire development.

6.2.4 Sewage disposal systems. Prior to the construction of any community sewerage disposal system such as private septic tanks, an oxidation pond, or other facility, the location, size, plans, and specifications of such a facility shall be approved by and be in accordance with the rules and administrative regulations of the State of Georgia, planning board and the public works department county engineer or other designee of the board of commissioners. Major subdivisions and phased developments shall provide a sewer master plan for the entire development.

6.2.5 Curbs and gutters. If concrete curbs ~~or paved valley-type gutters~~ are required, they shall be installed in accordance with plans and specifications approved by the public works department county engineer or other designee of the board of commissioners.

6.2.6 Street grading and surfacing. Street grading, base preparation, and surfacing shall be carried out by the subdivider according to plans and specifications approved by the public works department county engineer or other designee of the board of commissioners and meeting the specifications and requirements of the Effingham County. The subdivider shall provide a written guarantee to the county public works guaranteeing the construction of all new roads within a subdivision for one year following the construction of said roads.

6.2.7 Storm drainage. An adequate drainage system that is compliant with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual, to include necessary open ditches, pipes, culverts, storm sewers, intersectional drains, drop inlets, bridges, and other necessary appurtenances shall be installed by the subdivider according to plans and specifications approved by the public works department county engineer or other designee of the board of commissioners.

- (a) A storm drainage plan shall be prepared for the entire site proposed for subdivision based on anticipated post-development conditions.

- (b) Retention/detention facilities shall be provided to maintain a post-development runoff rate equal to or less than the pre-development runoff rate with adequate emergency overflow structure to discharge the 100-year storm event without overtopping.
- (c) Drainage structures, including ponds and ditches, shall be placed within an easement or right-of-way. The easement shall be of adequate width to allow for the access of maintenance equipment, with a minimum width of 12 feet on one side of the structure.
- (d) Percolation through swales or other pervious surfaces is preferred to direct discharge of stormwater. Swales cannot intersect driveways.
- (e) Maintaining the existing tree canopy and other existing vegetation is encouraged and may be included in calculations of runoff rates and retention/detention facilities.

6.2.8 Street names and traffic control signs. The location and design of street name signs and traffic control signs shall be approved by the public works department or other designee of the board of commissioners in accordance with rules and regulations adopted by the board of commissioners and the Georgia Department of Transportation. The developer shall pay for the cost of such signs.

All street name and traffic control signs must meet minimum retroreflectivity requirements as stated in the current Manual on Uniform Traffic Control Devices (MUTCD) Sec. 2A.09 in addition to all other MUTCD standards for sign size and location.

The developer may either purchase signs from the county or must prove that signs purchased elsewhere meet the above standards.

6.2.9 Street lights and poles. Installation of ~~street lights~~streetlights and poles shall be carried out by the subdivider and be approved by the appropriate electric power company. This requirement may be waived by the county commission for residential subdivisions of lots five acres or more.

6.2.10 Topsoil. Topsoil shall not be removed from residential lots or used as spoil, but shall be redistributed so as to provide at least six inches of cover on the lots and at least four inches of cover between sidewalks and curbs, and shall be stabilized by seeding or planting. The excavation and treatment of overburden during construction shall be inspected by the soil and water conservationist.

6.2.11 Major subdivision access. In a major subdivision, access to lots not fronting on existing county roads must be provided by the developer with a minimum 60-foot right-of-way. Additional right-of-way above the 60foot minimum may be recommended by the planning board and required by the county commission if: [(1)] streets within a subdivision will eventually provide access to adjoining property; or (2) the county engineer determines that, due to cut and fill requirements or location of utilities, additional right-of-way is needed above the minimum. Preparation and maintenance of the access road will be the responsibility of the developer until accepted by Effingham County for maintenance.

6.2.12 Minor subdivision access or subdivision of three lots or less. Lots in a minor subdivision or subdivision of three lots or less shall be served by a public street. The county commission may allow a private access road with the following conditions:

1. A private unpaved access road with a minimum easement of 60 feet in width may serve no more than three lots, including the remaining tract, in a single-family residential zoning district.
2. The subject property is zoned AR-1 or AR-2 and ~~may not have been was not~~ rezoned subsequent to the adoption of this revision.

3. The land to be divided existed as a lot of record on the effective date of these regulations and has not been subdivided since the effective date of these regulations.
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4. It is unlikely, because of existing development, natural features, or other conditions, that the private access road will be extended or otherwise connect with an existing or future street or serve other adjacent properties.
5. One of the lots within the subdivision abuts on a public street. This lot shall be included as one of the three lots. This requirement may be waived if the parcel to be subdivided is currently served by a private access road at the time of the adoption of these regulations.
6. The private access road shall intersect with an existing public street. The developer shall install and maintain signs along private access road rights-of-way which read: "Private Road - Not County Maintained." Such sign shall be installed at intersections of the public street and private access road.
7. Lots served by a private access road may not be re-subdivided unless the private road is upgraded to county street standards.
8. The plat of each lot served by a private easement shall state the following: "This lot is served by a private access road, not to be maintained by Effingham County nor accepted as a public road unless such road, at the property owner's expense, is brought in compliance with county standards as specified by Effingham County, including, but not limited to, paving. This lot may not be re-subdivided until said road, at the subdivider's expense, is brought into compliance with county road standards to be accepted as a public road by the Effingham County Board of Commissioners." If the road remains private, all maintenance of the right-of-way or easement, including drainage and road surface, shall be the responsibility of the abutting property owners. The road surface shall be no less than 20 feet wide. Further, I/we understand that it shall be my/our responsibility to properly grant the easement shown on this plat by deed or separate easement agreement to any transferee of the property. The easement may serve no more than three (3) lots. The original remaining parcel shall be included as one of the three lots. If location of easement on plat changes, I/we shall revise the plat and resubmit to Effingham County for approval. I/we understand that this subdivision and any easements are subject to all state and local ordinances and rules and regulations adopted by Effingham County. " This statement shall also be recorded in a covenant to be recorded in the deed of each lot.

6.2.13 Access to state and federal highways. If a frontage or access road can be provided for lots, then a road shall be required, rather than permitting the stripping of lots along the road frontage with individual and direct access to the roadway. The subdivider shall obtain the necessary permit(s) from the Georgia Department of Transportation prior to submitting the preliminary plat for review.

6.2.14 Speed limits. Unless otherwise provided herein or by ordinance, the speed limit in all subdivisions shall be 25 miles per hour. The location of speed limit signs shall be approved by the public works director. The subdivider shall reimburse Effingham County for the cost of erecting speed limit signs throughout the subdivision as deemed necessary for public safety.

6.2.15 Utilities. All utilities shall be underground. This requirement may be waived by the county commission for subdivisions in an AR-1 zoning district.

(Ord. of 4-18-06; Ord. of 1-3-11, § 1)

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6.3 Final plat revisions.

If it should become necessary to revise a final plat due to a dimensional error, a revised plat shall be submitted to the clerk of the superior court for final recording after the ~~planning staff~~county commission chair or designee has approved and signed the revised plat.

(Ord. of 4-18-06)

~~6.4 Letters of credit.~~

~~(a) In order to assure the maintenance of required improvements and installations after the approval of a final plat, the board of commissioners may accept a commitment of the subdivider to maintain said improvements, for a time specified by the board, or security in the form of an irrevocable letter of credit, maintenance bond, escrow account, or certified check, in an amount established by the board as sufficient to pay all costs of maintaining said improvements.~~

~~(b) In all cases in which a subdivider posts any form of security for the maintenance of subdivision improvements after the approval of a final plat, said subdivider shall pay to the county a nonrefundable administrative fee in the amount of \$100.00.~~

~~(Ord. of 4-18-06; Ord. of 5-5-09)~~

6.5 Dedications.

The county commission shall not improve, grade, pave, or light any street or authorize the laying of water mains, sewer connections, or other public facilities or utilities in any street within the territorial jurisdiction of the county unless such street has been accepted or opened as, or shall otherwise have received the legal status of, a public street.

6.5.1 Acceptance of existing roads and streets. Any street existing at the date of these regulations that is a private road or street may be presented by the owners to the county commission for acceptance as a public street, provided the street meets the following conditions:

1. Constructed to county standards and in good condition according to such standards. Dirt roads shall be paved at the owner's expense;
2. Drainage complies with the Effingham County Water Resource Protection Ordinance and the Stormwater Management Local Design Manual;
3. The street and drainage have been inspected and approved by ~~public works~~the county engineer or other designee of the county commission; and,
4. Existing right-of-way is adequate for maintenance by the county.

The county commission or their designee reserves the right to request information as needed to be provided ~~at~~by the applicant's request to determine the condition of the road and drainage, including, but not limited to borings and elevations. The county commission may require improvements as needed prior to the acceptance of any roads or streets.

6.5.2 Acceptance of new roads and streets.

1. Any street constructed after the date of this ordinance must be constructed to county standards ~~unless otherwise approved in accordance with Section 6.2.12. The subdivider may request the dedication of new streets after such roads or streets have been utilized for a period of one year or more after the date of~~

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~~the Public streets shall be accepted upon approval of the final plat by the county commission. The county commission may accept a road or street prior to this date if a~~ performance bond or letter of credit ~~is posted shall be required for a minimum of~~ for one year to ensure the condition of the street in the amount of 150 percent of the cost of the street. ~~The county engineer may require an extension of the performance bond to 24 months. The county commission may also request a letter or credit or performance bond upon acceptance of the street if deemed necessary based on the condition of the street. Subdivision entry signs (such as monument signs) shall not be accepted by the county for maintenance.~~

2. Any road which is initially constructed as a private access road may be presented to the county commission for dedication if such road meets all county standards. Such road must meet all requirements as detailed in section 6.5.1 of this article. The road must be paved at the applicant's expense prior to acceptance by the county commission. ~~Such road must meet all requirements as detailed in section 6.5.1 of this article.~~ The owner(s) of the road may petition the county manager or designee to upgrade the road to county standards, provided the improvements are made at the expense of the owner(s) of the private access road.
3. A special service district for the upgrading and/or maintenance of private access roads may be established upon approval of 75 percent of the property owners who own 75 percent of the assessed value of property accessed by the private access road.

(Ord. of 4-18-06)

6.6 Maintenance Agreements

Maintenance agreements shall be required for any improvements made which are not dedicated to Effingham County, which may include but is not limited to, stormwater facilities, entry signs, neighborhood recreation facilities, etc. Such maintenance agreements shall detail the party(ies) responsible for maintaining and operating shared facilities. Maintenance for private access roads shall be the responsibility of the adjacent property owners as specified in 6.2.12.

6.7 Resubdivision.

Any lot in a residential zoning district that is ten acres or less and that was previously approved by the board of commissioners as part of a major subdivision of four or more lots and recorded in the office of the superior court clerk cannot be resubdivided except with the approval of the board of commissioners, after giving consideration to the following factors:

Whether the size of the proposed lots is compatible with the size of the lots created by the previously approved subdivision,

Whether the intended use of the property as previously subdivided has been frustrated by changing economic conditions, by the exercise of eminent domain, or other circumstances,

Whether the proposed resubdivision will adversely affect the values of other property within the previously platted subdivision in which the property is located, and

Whether the proposed resubdivision is compatible with the purposes of the Effingham County subdivision regulations.

Parcels that are zoned as commercial and industrial would be exempt from these regulations.

(Ord. of 4-18-06; Ord. of 5-15-07)

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ARTICLE VII. DESIGN STANDARDS

The following design standards shall be considered minimum requirements in the platting of all subdivisions:
(Ord. of 4-18-06)

7.1 Streets and roads.

7.1.1 Conformity to existing maps or plans. The location and width of all proposed streets shall be in conformity with official plans and maps and with existing amended plans of the planning board.

7.1.2 Continuation of adjoining street system. The proposed street layout shall be coordinated with the street system of the surrounding area. Where possible, existing major streets shall be extended.

7.1.3 Access to adjacent properties. Proposed streets shall be extended by dedication to the boundary of such property and a temporary turnaround shall be provided, unless prevented by topography, other physical conditions, or unless in the opinion of the ~~planning board~~ county engineer or designee of the county commission such extension is not necessary or desirable for the coordination of the layout of the subdivision with the existing layout or the most advantageous for future development of adjacent tracts. Where future extension of streets is desirable, streets shall be extended to the boundary of the subdivision and the resulting dead-end streets may be approved without a turnaround upon approval by the ~~planning board and county engineer or designee of the~~ county commission. Street plugs may be required to preserve the objectives of street extensions.

7.1.4 Street names. Proposed streets which are obviously in alignment with other existing and named streets shall bear the assigned name of the existing streets. In no case shall the name of the proposed streets duplicate or be phonetically similar to existing street names, irrespective of the use of suffix, street, avenue, boulevard, drive, place, court, etc. It shall be unlawful for any person in laying out any new street or road to name such street or road on any plat, by marking, or in any deed or instrument, without first getting approval of the ~~planning board~~ GIC department or designee of the county commission.

7.1.5 Local streets. Minor streets shall be so laid out that their use by through traffic will be discouraged.

7.1.6 Trees. ~~As many trees as possible shall remain on the site during the initial clearing and grading and all healthy trees, as determined by an arborist or other tree professional, having a trunk diameter of six inches or more, measured four feet above the ground, shall remain unless they lie within a planned public right-of-way, within a planned building site, or within the necessary paved areas surrounding or adjacent to the primary structure. Tree preservation and/or planting of new trees shall be in conformity with the Effingham County Tree Ordinance.~~

7.1.7 Railroads and highways (freeways, expressways). Railroad rights-of-way and limited access highways where so located as to affect the subdivision of adjoining lands shall be treated as follows:

- (a) In residential districts, a buffer strip not less than 25 feet in depth in accordance with Section 3.4 of the zoning ordinance in addition to the normal depth of the lot required in the district shall be provided adjacent to the ~~railroad right-of-way or~~ limited access highway. This strip shall be part of the platted lots and shall be so designated on the plat: ~~"This strip is reserved for the planting of trees and shrubs by the owner. The placement of structures hereon is prohibited."~~

In residential districts, a buffer strip not less than 15 feet in depth or a combination of a five-foot buffer and a privacy fence (minimum 6' in height) shall be erected adjacent to the railroad right-of-way.

- (b) In districts zoned for business, commercial, or industrial uses, the nearest street extending parallel or approximately parallel to the railroad shall, wherever practicable, be at a sufficient distance there from to ensure suitable depth for commercial or industrial sites.

- (c) I All other streets which are parallel to the railroad, when intersecting a street which crosses the railroad at grade, shall, to the extent practicable, be at a distance of at least 150 feet from the railroad right-of-way. Such distance shall be determined with due consideration of the minimum distance required for future separation of grades by means of appropriate approach gradients. The county engineer or designee may impose additional design standards as necessary for safety.

7.1.8 Reserved strips and street plugs. Reserved strips parallel to a new street shall be prohibited. Street plugs at the terminus of a street or adjacent to a street shall be created to control access onto any street which terminates upon any undeveloped land through which the street might logically extend. In such cases, the street shall be provided to within one foot of the boundary line of the tract with the remaining one foot being dedicated to the county as a part of said street. This dedication will be automatic and without further action by the county. The connection to existing streets via street plugs shall be the responsibility of the developer of the adjoining property.

7.1.9 Street jogs. Street jogs with centerline offsets of less than 200 feet shall be prohibited.

7.1.10 Right angle intersection. Street intersections shall be as nearly at right angles as practicable.

7.1.11 Cul-de-sac. A minor street not to extend more than 800 feet in length and provided with a turnaround. Design standards shall be as follows:

- (a) Paved cul-de-sac. [i. Reserved.]
 - ii. Roadway diameter of at least 80 feet
 - iii. Right-of-way diameter of at least 100 feet. Temporary dead-end streets shall be provided with a turnaround having a radius of at least 30 feet.
- (b) Vegetated islands in a cul-de-sac permitted.
 - i. Internal turning radius of at least 20 feet.
 - ii. Paved lane of 18 feet.
 - iii. Vegetation may be landscaped or natural and shall remain the responsibility of the subdivider or neighborhood association for maintenance.
 - iv. The vegetated central space may be used as part of a swale system to accept stormwater runoff.

When potential future connections to adjacent properties exist, cul-de-sacs may be utilized as a temporary turnaround. When used for this purpose, it is preferred that the center of the cul-de-sac is a vegetated island. At the time of extension, the cul-de-sac will then become a traffic calming measure for the street.

7.1.12 Alleys. Service alleys or drives may be required in multiple dwelling, commercial, and industrial developments and shall have a minimum surface treatment width of 15 feet. Alleys may be utilized in residential developments. Required right-of-way, surface condition, and cart way width shall be determined during the sketch plan stage.

7.1.13 Street right-of-way widths, roadway widths, and pavement thickness. Minimum street right-of-way widths shall be as follows:

Curb and gutter:

(a)	Local Street	Pavement Width	Right-of-Way
	2 lane, no parking, <u>with alley access</u>	22'	60'
	2 lane, one side parking <u>designated</u>	28'	60'
	2 lane with parking	36'	60'
(b)	Collector Street		
	<u>2 lane</u>	<u>24'</u>	<u>80'</u>
	2 lane with left turn lane	40'	80'
	2 lane with left turn and service lanes	56'	80'
	4 lane	<u>48' - 54'</u>	80'
	4 lane with service lanes	78'	90'
(c)	Arterial Street		
	4 lane	56'	80'
	4 lane with service lanes	74'	100'
	4 lane with left turn lane	68'	90'
	4 lane with left turn lane and service lanes	86'	110'
	<u>Shoulder (figure)</u>		

Open drainage:

(a)	Local	Pavement	Shoulder	Ditch	Right-of-Way
	2 lane, <u>no parking, alley access</u>	22'	4'	12'-16'	60'
	<u>2 lane, one side parking designated</u>	<u>28'</u>	<u>4'</u>	<u>12'-16'</u>	<u>60'</u>
	<u>2 lane with parking</u>	<u>36'</u>	<u>4'</u>	<u>12'-16'</u>	
(b)	Collector or Arterial				
	2 lane	24'	10'	<u>12' - 18'</u>	80'
	<u>2 lane with left turn lane</u>	<u>40'</u>	<u>10'</u>	<u>12' - 18'</u>	<u>80'</u>
	<u>2 lane with left turn and service lanes</u>	<u>56'</u>	<u>10'</u>	<u>12' - 18'</u>	<u>80'</u>
	4 lane	48'	10'	18'	104'
	4 lane with left turn lane	62'	10'	18'	118'
(c)	<u>Arterial Street</u>				
	<u>4 lane</u>	<u>56'</u>	<u>10'</u>	<u>18'</u>	<u>110'</u>
	<u>4 lane with service lanes</u>	<u>74'</u>	<u>10'</u>	<u>18'</u>	<u>130'</u>

4 lane with left turn lane	68'	10'	18'	124'
4 lane with left turn lane and service lanes	86'	10'	18'	142'

Notes:

- (1) Pavement widths shown do not provide for on-street parking unless indicated. Service lanes are intended only for loading and unloading of passengers and goods and for disabled vehicles and not for the storage of vehicles.
- (2) Right-of-way (henceforth referred to as R/W) width listed is for only that portion of the typical section between the limits indicated. Sloping rights of additional R/W will be required for cut and fill slopes outside these limits; these future slope areas beyond indicated R/W limits should also be kept clear of development until slopes have been constructed.
- (3) Private access roads, serving no more than three lots, may have a driving surface of 48-20 feet with a private easement of 60 feet. Shoulder and ditch requirements will be determined on a case-by-case basis. Private access roads may be unpaved but shall be designed based on county standards and sound engineering practices. Property owners are responsible for ensuring that the surface of the road is maintained at all times in an adequate condition for emergency vehicles.
- (4) Pavement thickness design and construction shall be defined as outlined in Standard Construction details P-1A and P-1B for residential subdivisions.

7.1.14 Sight distance for vertical curves Roadway geometry. Where vertical curves are used, the minimum sight distance shall be as follows:

	Design Speed (MPH)	Minimum Curve Radii	Minimum Stopping Sight Distance
Local	25 MPH	275 feet	200 feet
Collector	35 MPH	350 feet	240 feet
Arterial	40 MPH	500 feet	275 feet

7.1.15 Horizontal curves. Where a deflection angle of more than ten degrees occurs in the alignment of a marginal access or minor street or road, a curve of reasonable radius shall be introduced. A curve shall be introduced at any change in direction of a collector, industrial, or commercial service street or major thoroughfare. On major thoroughfares the centerline radius of curvature shall be determined by the state department of transportation or city or county engineer. On collector, industrial, or commercial service streets, the centerline radius of curvature shall not be less than 350 feet. On minor streets, the centerline radius of curvature shall not be less than 150 feet unless the topography of the land to be subdivided makes this impractical. Roadway geometry shall be designed in accordance with industry standards as specified in AASHTO Policy on Geometric Design of Highways & Streets, AASHTO Geometric Design of Low Volume Local Roads, GDOT Design Policy Manual, and Applicable NCHRP Reports.

7.1.16 Street grades. Grades on major thoroughfares shall be established by the state department of transportation or county engineers. Grades on collector streets shall not exceed eight percent unless topographic conditions make this impractical. Grades on minor residential streets shall not exceed 15 percent, unless topographic conditions make this impractical. All streets shall have a minimum grade of not less than one-half of one percent.

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Streets with curb and gutter shall have a minimum of 0.05% Slope and a minimum K-Value of 167 for sag vertical curves, which is needed to achieve adequate drainage.

Streets without curb and gutter have no minimum required Longitudinal Slope.

7.1.17 Street improvements necessary. No major subdivision served by an existing dirt road shall be permitted, unless the developer upgrades the road to county standards at his or her cost or through a cost-share arrangement with the county. Minor subdivisions may be permitted as served by an existing dirt road with approval from the county commission, as specified in section 6.2.12.

7.1.18 Private access roads and private streets.

- (1) A notation shall be placed on all plats for any subdivision in which a private street or a private access road is utilized for access stating that all maintenance of the right-of-way or easement, including drainage and road surface, shall be the responsibility of the abutting property owners only.
- (2) The developer of any subdivision in which a private street or private access road is established shall provide the county commission with a maintenance agreement, consisting of covenants running with title to all lots served by such private street or private access road, indicating that the owners of such lots agree to assume the financial and legal responsibility for maintenance and operation of any such private street or private access road established.
- (3) The developer shall notify the initial purchasers of lots served by a private street or private access road, in writing, that the responsibility of maintenance and operation of the private street or road and private drainage features such as canals, ditches and swales, shall remain with such lot owners. Failure to notify each such lot purchasers shall constitute violation of this chapter.
- (4) A private street or private access road may be dedicated to and accepted by the county for public street purposes, provided such private street or private access road meets the minimum design and construction standards for the county.
- (5) All governmental entities shall have right of entry to and right of passage on any private street for the purposes of providing necessary public services to the residents or owners or areas serve by such private streets or private access roads.
- (6) Development standards for private streets.
 - i. All private streets shall conform to the design and construction standards for county streets.
 - ii. A registered civil engineer shall prepare all design, grading, drainage and construction plans for all private streets.
- (7) Development standards for private access roads.
 - i. Private access roads may be unpaved but shall be designed based on county standards and sound engineering practices.
 - ii. A registered civil engineer shall prepare all design, grading, drainage and construction plans for all private access roads.
 - iii. The access easement shall not be less than 60 feet.
 - iv. The driving surface of the private access road shall not be less than ~~48-20~~ feet.

(Ord. of 4-18-06; Ord. of 4-10-20)

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7.2 Easements.

7.2.1 Utility easements. Utility easements having a minimum width of 15 feet combined shall be provided as required for utility lines and underground mains and cables.

7.2.2 Pedestrian ways. When desirable for public convenience, pedestrian ways may be required to connect to cul-de-sacs, to pass through oddly-shaped or unusually long blocks, or to provide access to schools, parks, or other public areas.

7.2.3 Drainage easements. All stormwater features and drainage infrastructure shall be located within a drainage easement and shall remain unobstructed in order to provide access for maintenance. No fences or other structures shall be placed or erected within any drainage easement.

(Ord. of 4-18-06)

7.3 Blocks.

Block lengths and widths shall be as follows:

7.3.1 Lengths. Block lengths shall not exceed 800 feet nor be less than 400 feet.

7.3.2 Along existing streets. When a parcel with a minimum frontage of 1,200 feet along an existing road is subdivided, an entrance to the property shall be provided at a maximum distance of every 800 feet. If a road is not necessary for the currently proposed development, then an easement shall be left to provide for future development. This requirement may be waived or modified for development along a state highway when acceleration/deceleration lanes are required by the Georgia Department of Transportation for each entrance and the development is not projected to generate enough traffic to justify the expense to the developer. (Ord. of 4-18-06)

7.4 Lots.

Residential lots shall meet the minimum lot width, depth, and area requirements of this and other ordinances. Setbacks, lot dimensions, and other development standards shall be determined by the zoning district as defined in Article V of the zoning ordinance.

7.4.1 Orientation of lot lines. Side lot lines shall be substantially at right angles or radial to street lines.

7.4.2 Lots abutting public streets. Each lot shall abut upon a dedicated public street unless all conditions of section 6.2.12 are met. When a new lot is created adjacent to a prescriptive easement, a dedicated access easement shall be required.

7.4.3 With public water and public sewer.

- (a) Minimum area: Determined by zoning district.
- (b) Minimum width: Determined by zoning district.
- (c) Minimum depth: Determined by zoning district.

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7.4.4 Without public water and sewer ~~or without public water but with public sewer-~~

- (a) Minimum area: ~~One acre 43,560 square feet~~ for a single housing unit, subject to the approval of the county health department. The county health department shall notify the board of commissioners and the developer of its approval. Such notification shall include identification of individual lots by number on the final plat.
- (b) Minimum width: Determined by zoning district.
- (c) Minimum depth: Determined by zoning district.

7.4.5 With public water but not public sewer.

- (a) Minimum area: ~~One-half acre 21,780 square feet~~ for a single housing unit, subject to the approval of the county health department. The county health department shall notify the board of commissioners and the developer of its approval. Such notification shall include identification of individual lots by number on the final plat.
- (b) Minimum width: Determined by zoning district.
- (c) Minimum depth: Determined by zoning district.

7.4.6 Setback lines. Determined by zoning district.

7.4.7 Building setback lines. A building line meeting the front yard setback requirements of this ordinance shall be established on all lots.

(Ord. of 4-18-06)

7.5 General suitability.

7.5.1 Soils. The planning board shall not ~~be required to~~ approve a subdivision where the soil conditions have been determined not suitable for development purposes of the kind proposed. A soil survey may be required by the county engineer or designee.

7.5.2 Flooding. Flood prone areas shall be consistent with all flood insurance regulations and Chapter 34, Flood Damage Prevention of the Effingham County Code of Ordinances.

(Ord. of 4-18-06)

7.6 Benchmarks.

At least two benchmarks shall be established within a subdivision. Such benchmarks shall be at opposite corners of the property being subdivided. For subdivisions consisting of more than 15 lots, there shall be provided one additional benchmark for every 100 additional lots or fraction thereof.

(Ord. of 4-18-06)

~~ARTICLE VIII. PLANNED DEVELOPMENTS~~

~~8.1 Planned developments-~~

In order to prevent creation of traffic hazards and insure the provision of off-street parking and the provision of necessary utilities, plans for planned developments such as mobile home parks, apartment complexes, and commercial complexes where the site is not subdivided into lots and public streets, but is retained in one ownership, shall be submitted to the planning board for review and approval. In addition, any planned development as referenced in the zoning ordinance shall conform to not only these regulations, but also all requirements stated in the zoning ordinance under planned development. Such plans shall show the following information:

- 8.1.1 Scale. A plat of the property drawn to a scale of at least 100 feet to one inch.
- 8.1.2 Location. The location of the parcel of land with respect to adjacent rights-of-way.
- 8.1.3 Buildings. The shape, dimensions, and location of all buildings, existing and proposed, on said parcel.
- 8.1.4 Nature of use. The nature (commercial, industrial, etc.) of the proposed uses of the buildings and/or land.
- 8.1.5 Utilities. The location and dimensions of all water, sewer, utilities and easements.
- 8.1.5 Topography. Topography of the site by contours at vertical intervals of not more than two feet.
- 8.1.6 Parking. The location and dimensions of off-street parking and loading space and the means of ingress and egress to and from such space.
- 8.1.7 Drainage. The location and size of all proposed utilities and storm drainage facilities in compliance with the Effingham County Sketch Plan Review Checklist, as adopted by the board of commissioners.
- 8.1.8 Other information. Such other information as the planning board may deem necessary because of the physical characteristics peculiar to the particular development.
- 8.1.9 Enforcement of group development requirements. No building permits shall be issued and no connection to a public water system or public sewer system shall be made until the plans for the planned development have been approved by the county commission and so noted on prints of the development plan.

(Ord. of 4-18-06)

DENSITY MAP [Can be found in the office of the planning board.]

8.2 Experimental developments.

8.2.1 Intent. It is not the intent of these regulations to freeze new developments into any single type of design. It is, however, the intent of these regulations to insure that all new developments shall contribute to the building of economically sound and desirable living areas within the community with all necessary services and facilities.

8.2.2 Authority to modify standards. In order to provide the subdivider with maximum flexibility in the design and character of new residential developments, the county commission is hereby authorized to modify the standards and requirements but not the intent of these regulations in the case of a plan for an experimental subdivision or planned neighborhood unit, which, in the judgment of the county commission, provides adequate public spaces for circulation, recreation, light, air, and service needs of the tract when fully developed and populated, and which also provides such covenants or other legal provision as will assure conformity to and achievement of the comprehensive development plan.

8.2.3 Maintenance of spirit of regulations. Any development or subdivision approved under this section shall maintain the objectives, purposes, and intent of these regulations.

8.2.4 Types of developments. Experimental developments may include, but are not limited to, the following:

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~~(a)—Planned developments as defined in article VIII of these regulations and article V, section 5.13 of the Effingham County Zoning Ordinance.~~

~~(b)—Conservation design subdivisions.~~

~~(Ord. of 4-18-06)~~

ARTICLE IX. VARIANCES

9.1 General.

When, due to a particular hardship experienced by an owner of a tract of land such as inadequate size, shape, drainage, etc., it is impractical for a developer to comply with these regulations, the board of commissioners may vary such requirements provided the intent and purpose of these regulations are not violated. The board of commissioners shall not grant such variances unless it finds based on the evidence presented to it in each specific case that:

- a. The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property, and;
- b. The conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property, and;
- c. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out, and;
- d. The relief sought will not in any manner vary the provisions of the zoning ordinance or comprehensive plan, except that those documents may be amended in the manner prescribed by law.

(Ord. of 4-18-06)

9.2 Conditions.

In approving variances, the board of commissioners may require such conditions as will, in its judgment, secure substantially the purposes described in section 2.1.

(Ord. of 4-18-06)

9.3 Procedures.

A petition for a variance shall be submitted in writing by the subdivider at the time when the ~~preliminary~~ sketch plan is filed for the consideration of the planning board. The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner. Such variance requests, and the reasons for granting or denying them, shall be entered into the minutes of the board of commissioners.

(Ord. of 4-18-06)

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PART II - OFFICIAL CODE
APPENDIX B - SUBDIVISION REGULATIONS
ARTICLE X. APPLICATION OF REGULATIONS

ARTICLE X. APPLICATION OF REGULATIONS

From and after the date of the adoption of these regulations and notification of the county clerk of the court.

10.1 Filing and recording.

No plat of a subdivision within the county shall be filed or recorded by the county clerk of the court until the final plat shall have been submitted to and approved by the board of commissioners and such approval entered in writing on the final plat by the ~~planning official~~chair of the board of commissioners.

(Ord. of 4-18-06)

10.2 Improvements—Streets.

The governing authority or other public authority shall not hereafter accept, lay out, open, improve, grade, pave, or ~~light any street or~~ lay or authorize the laying of any water mains, sewers, connections, or other public facilities or utilities in any street unless it has been accepted as, opened as, or otherwise received the legal status of, a public street shown on the final plat approved by the county commission. The governing authority may locate and construct or may accept any other street provided that the ordinance of [or] resolution or other measure for such approval be first submitted to the ~~planning board~~board of commissioners for its approval or disapproval as provided for in the procedure on plats and, upon approval, any such street shall have the status of an approved street as fully as though it had been originally shown on a subdivision plat approved by the ~~planning board~~county commission.

(Ord. of 4-18-06)

10.3 Street names.

No street or road shall hereafter be named on a plat or in a deed or other instrument without approval by the ~~planning board~~county manager or designee.

The ~~planning board~~county manager or designee may, after reasonable notice in a newspaper having general circulation in Effingham County, recommend to the governing authority, a change in the name of any street or road in Effingham County (a) when there is duplication of names or other conditions which tend to confuse the public, (b) when it is found that a change may simplify marking or identification of streets, or (c) upon any other good and just reason that may appear to the board. After reasonable opportunity for a public hearing and approval of the name change, the governing authority shall issue its certificate designating the change, which shall be recorded with the clerk of court, and the name shall thereafter be the legal name of the street or road.

(Ord. of 4-18-06)

10.4 Schedule of filing fees.

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The subdivider shall pay to the Effingham County ~~Building and Zoning Development Services Department~~ at the time a plat is submitted a sum as set forth in the schedule of fees and charges on file in the office of the county clerk.

Effingham County, Georgia, Code of Ordinances

(Ord. of 4-18-06)

ARTICLE XI. VIOLATIONS AND PENALTIES

11.1 Filing or recording.

The filing or recording of a final plat of a subdivision without the approval of the county commission as required by these regulations, or the filing and recording of any sketch plan or preliminary ~~plan~~ plat as a record plat is hereby declared a misdemeanor and, upon conviction, is punishable as provided by law.

(Ord. of 4-18-06)

11.2 Recording official.

The clerk of superior court shall not accept, file, or record any sketch plan or any preliminary plan as a record plat; nor accept, file, or record any final plat that has not been approved by the county commission as shown by the signature of the ~~planning official~~ county commission chair. Should any public official violate the provisions of this section, he shall, in each instance, be subject to the penalty provided in this article and the governing authority shall have such rights and remedies as to enforcement or collection as are provided by law and may enjoin any violations hereof.

(Ord. of 4-18-06)

11.3 Transfer of lots in unapproved subdivisions.

The owner or agent of the owner of any land to be subdivided within Effingham County who transfers or sells or agrees to sell or negotiates to sell such land by reference to or exhibition of or by other use of a plat or subdivision of such land before such final plat has been approved by the county commission and recorded in the office of the clerk of the court in and for the county shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished in the discretion of the court; and the description of metes and bounds in the instrument of transfer or other document used in the process of selling or transfer shall not exempt the transaction from these penalties. The county may enjoin such transfer or sale or agreement by appropriate action.

(Ord. of 4-18-06)

11.4 Erection of buildings ~~or structures~~.

Any building ~~or structure~~ erected in violation of these regulations shall be deemed an unlawful structure, and the ~~building official or Effingham County attorney~~ county manager or designee or other official designated by the county commission may bring appropriate action to enjoin such erection or cause it to be vacated or removed ~~at the owner's expense~~.

(Ord. of 4-18-06)

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11.5 Street names.

It shall be unlawful for any person in laying out any new street or road to name such street or road on any plat, by any marking, or in any deed or instrument without first getting the approval of the county ~~commission~~ manager or designee. Any person violating this provision shall be guilty of a misdemeanor and, upon conviction, shall be punished in the discretion of the court.

(Ord. of 4-18-06)

11.6 Penalties.

The owner or agent of the owner of any land to be subdivided within Effingham County who transfers or sells or agrees to sell or negotiate to sell such land by reference to or exhibition of or by other use of a plat of subdivision of such land before such plat has been approved by the county commission, and recorded in the office of the clerk of the superior court in Effingham County, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided by law; and the description by metes and bounds in the instrument of transfer or other document used in the process of selling or transfer shall not exempt the transaction from such penalties.

(Ord. of 4-18-06)

ARTICLE XII. LEGAL STATUS PROVISIONS

12.1 Interpretation.

The regulations expressed in this document shall be considered as the minimum provisions for the protection of the health, safety, economy, good order, appearance, convenience, and welfare of the general public.

(Ord. of 4-18-06)

12.2 Conflict with other laws, ordinances, or regulations.

These regulations are not intended to interfere with or annul any other statute or local ordinance or regulation. Where any provision of these regulations imposes restrictions or requirements different from those imposed by this or any other rule or regulation, the provision that is more restrictive or imposes higher standards shall control.

(Ord. of 4-18-06)

12.3 Separability.

Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such a declaration shall not affect the ordinance as a whole, or any other part thereof other than the part so declared to be unconstitutional or invalid.

(Ord. of 4-18-06)

12.4 Repeal of conflicting ordinances.

Upon adoption of these regulations according to law, the Subdivision Regulations of Effingham County adopted April 6, 1999, as amended, are hereby repealed, except as to those sections expressly retained in these regulations.

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(Ord. of 4-18-06)

12.5 Amendments.

The planning board shall hold a public hearing on any amendment to these regulations prior to its adoption, notice of which shall be given not less than 15 nor more than 30 days prior to the hearing date. The notice of hearing shall be made in a newspaper having general circulation in the area of jurisdiction.

The planning board shall certify its recommendation as to the proposed amendment to the board of county commissioners. The board of commissioners shall hold a public hearing on any amendment to these regulations prior to its adoption, notice of which shall be given not less than 15 nor more than 30 days prior to the hearing date. The notice of hearing shall be made in a newspaper having general circulation in the area of jurisdiction.

The county commissioners shall consider the recommendation of the planning board and vote on the proposed amendment.

(Ord. of 4-18-06)

12.6 Effective date.

These regulations shall take effect on and after April 18, 2006.

(Ord. of 4-18-06)

	Residential							Commercial			Mixed	Industrial		Special		Use-Specific Standards	
	AR-1	AR -2	R-1	R-3	R-4	R-5	R-6	B-1	B-2	B-3	MXD	LI	HI	FH	CP		
Residential																	
<i>Single-Family</i>																	
Single-Family Detached	P	P	P			P	P				P			C	C		
Single-Family Attached				P	P		P				P			C	C		
One additional single-family detached dwelling	P	P	C				P				P			C	C		
Disaster Emergency housing	P	P	C	P	P	P	P				P						
<i>Multi-family</i>																	
Apartments				P	P						P						
Duplexes				P	P	P	P				P						
Townhomes (attached)				P	P	P	P				P						
Cluster Development				P	P	P	P				P						
Senior Care Housing				P	P	P	P				P						
<i>Manufactured Housing</i>																	
Mobile Homes	P	P		P	P	P	P				P			P	P		
Manufactured Homes	P	P		P	P	P	P				P			P	P		
Mobile home parks					P						P						
Mobile Home Subdivisions	C				P						C						
<i>Group Living</i>																	
Domestic Violence Shelter	C	C									C						
Fraternity/Sorority	P	C															
Religious Housing	P	P	P	P	P	P	P				P						
Transitional Housing	C	C		P	P	P	P				P						
Youth Home	P	P		C							C						
Agriculture																	
Commercial greenhouses		P --	P --					-- C	--P	-P	€			P P	P --		
Commercial agricultural-crop production		P --	C --											P --	P --		
Commercial agricultural-livestock production		P --									€			P --	P --		
Agritourism		P --	C --											P --	P C		
	P										C			P	P		

Wildlife Sanctuary																		
Plant Nurseries																		
	P	P						P	P	P	C				P	P		
Apiary	P	C						C	P	P					P	P		
Commercial																		
<i>Lodging</i>																		
Hotel/ Motel up to 75 rooms								C	P	P	P							
Hotel/Motel over 75 rooms								P	P	P	P							
Bed and Breakfast	C	C									C				C	C		
RV Park	C				P											C		
Campground (tents and campers less than 25 feet)	C				P											P		
Short Term Vacation Rental	P	P				P	P			P								
<i>Services</i>																		
Banks								P	P	P	P							
Automated bank tellers (stand-alone)	C							P	P	P	P							
Dentist								P	P	P	P							
Doctor (all specialties)								P	P	P	P							
Urgent care	C							P	P	P	P							
Orthodontist								P	P	P	P							
Optometry								P	P	P	P							
Physical Therapy								P	P	P	P							
Pharmacy								P	P	P	P							
Pharmacy for Medical Cannabis Dispensary or Medical Marijuana Dispensary	C							P	P	P	P							
Mortician-Mortuary	C							C	C	P	P							
Counseling	C	C						P	P	P	P							
Veterinarians	P	P						P	P	P	C	P	P					
Animal Services-not veterinarians	C								P	P	C	C						
<i>Retail</i>																		
Butcher shop with abattoir	C									C	C	P						
Butcher shop without abattoir	P							P	P	P	C							
Retail – building supplies									P	P	P	P						

Retail - general								P	P	P	P	P				
Plant gardens & outdoor Nurseries	C							P	P	P	P	P				
Repair shop								C	P	P	P	P				
Rural Business	C							P	P	P	P	P				
Automotive sales, service, and storage									C	C	C	C				
Boat Sales and repairs										C	C	P				
Convenience Store (no gas pumps)	C							P	P	P	P					
Dry Cleaning Outlets								P	P	P	P					
Florist (whole/retail)								P	P	P	P					
Commercial EV Charging Stations(wholesale)									C	P	P	P				
Gas station (less than 10 pumps)								P	P	P	P	P				
Truck stop										C	C	C				
Recreation and Entertainment																

Clubs/Private Recreational Facilities	C								C	P	P	P				
Commercial Firing Range											C	C				
Commercial Truck Parking												C				
Commercial Recreational (Fairgrounds, Flea Markets)										C	C	C				
Commercial Riding Stables	C									P	P					
Movie Theaters								P	P	P	P					
Go cart, ATV, and motorbike tracks/trails on parcels >= 100 acres																
Adult Entertainment Club										C	C	C				
Outdoor amusement parks-Temporary	C									C	C	P				
Parks, open space & trails	C										P					
Outdoor recreational facilities (playgrounds, pools)	C							P	P	P	C					
Unlighted regulation size (18 holes) or par three (9 holes+) golf courses											P					
Institutional																
<i>Utilities</i>																
Government-owned utilities-gas, electrical, hydro power	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Government-owned water/sewer treatment plants												C	C	C	C	
Public Utilities substation/sub installation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Solar Power Farms	C									C		C	C			
Utility operations centers								P	P	P	P					
Recycling centers													C			
Energy Plant												C	C			
Telecommunications Towers	C								P	P	P	P	P	C	C	
Solid Waste Facilities/Landfills (Materials Recovery & Trash-Transfer)													P			
Government-owned EV Charging Stations								P	P	P	P	P	P			
<i>Health and Social Assistance</i>																
Child Care Center	C	C						P	P	P	P					
Family Child Care Homes	C	C							P	P	P					
Hospitals										P	P					
Nursing Homes								P	P	P	P					
<i>Transportation</i>																
Airfields (general aviation)											C	C	C			
Trucking Companies											C	C	C			
Drone Operations											C	C	C			
Railroad switchyards												C	C			
Bus Station										P		P	P			
<i>Public</i>																
Schools	P	P		C		C					C					
Vocational school (with outdoor components)									C	C	P	P				
County Jails, correctional institutions & detention facilities	C											C	C			
Libraries / Museums								P	P	P	P					
<i>Funeral services</i>																
Cemeteries	C	C						C	P	P	P					
Crematorium												C	C			
Funeral homes								C	P	P	P					
<i>Other</i>																
Places of worship	P	P						P	P	P	P	C				

Industry																
<i>Assembly and Manufacturing</i>																
Assembly or Fabrication (not manufacturing)*											P	P	P			
Manufacturing (heavy)*											C	C	P			
Manufacturing (light)*											C	P	P			
Laboratories and research facilities									P	P	P	P	P			
Metal plating and/or smelting											C		P			
Ready-mix concrete facilities											C		P			
Shipping Container facility											C	C	C			
Surface mines <= 10 acres	C										C	C	C			
Wholesale Operation										P	P	P	P			
Printing & Publishing								C	P	P						
<i>Warehousing/Storage</i>																
Junkyards*												C	C			
Warehouse facilities											C	P	P			
Other																
Food Processing											C	P	P			
Taxidermy	C	C						P	P	P	C	P	P			
<i>Storage</i>																
Enclosed Storage									P	P	P	P	P			
Screened outdoor storage									C	P	P	P				
Marina, docks & boat houses	C													C	C	
Self-Storage Mini Storage Facilities								C	C	P	P	P				

	Residential							Commercial			Mixed	Industrial		Special		Use-Specific Standards
	AR-1	AR -2	R-1	R-3	R-4	R-5	R-6	B-1	B-2	B-3	MXD	LI	HI	FH	CP	
Residential																
<i>Single-Family</i>																
Single-Family Detached	P	P	P			P	P				P			C	C	
Single-Family Attached				P	P		P				P			C	C	
One additional single-family detached dwelling	P	P	C				P				P			C	C	
Disaster Emergency housing	P	P	C	P	P	P	P				P					
<i>Multi-family</i>																
Apartments				P	P						P					
Duplexes				P	P	P	P				P					
Townhomes (attached)				P	P	P	P				P					
Cluster Development				P	P	P	P				P					
Senior Care Housing				P	P	P	P				P					
<i>Manufactured Housing</i>																
Mobile Homes	P	P		P	P	P	P				P			P	P	
Manufactured Homes	P	P		P	P	P	P				P			P	P	
Mobile home parks					P						P					
Mobile Home Subdivisions	C				P						C					
<i>Group Living</i>																
Domestic Violence Shelter	C	C									C					
Fraternity/Sorority	P	C														
Religious Housing	P	P	P	P	P	P	P				P					
Transitional Housing	C	C		P	P	P	P				P					
Youth Home	P	P		C							C					
Agriculture																
Commercial greenhouses		P --	P --					-- C	--P	-P	€			P P	P --	
Commercial agricultural-crop production		P --	C --											P --	P --	
Commercial agricultural-livestock production		P --									€			P --	P --	
Agritourism		P --	C --											P --	P C	
	P										C			P	P	

Wildlife Sanctuary																		
Plant Nurseries																		
	P	P						P	P	P	C				P	P		
Apiary	P	C						C	P	P					P	P		
Commercial																		
<i>Lodging</i>																		
Hotel/ Motel up to 75 rooms								C	P	P	P							
Hotel/Motel over 75 rooms								P	P	P	P							
Bed and Breakfast	C	C									C				C	C		
RV Park	C				P											C		
Campground (tents and campers less than 25 feet)	C				P											P		
Short Term Vacation Rental	P	P				P	P			P								
<i>Services</i>																		
Banks								P	P	P	P							
Automated bank tellers (stand-alone)	C							P	P	P	P							
Dentist								P	P	P	P							
Doctor (all specialties)								P	P	P	P							
Urgent care	C							P	P	P	P							
Orthodontist								P	P	P	P							
Optometry								P	P	P	P							
Physical Therapy								P	P	P	P							
Pharmacy								P	P	P	P							
Pharmacy for Medical Cannabis Dispensary or Medical Marijuana Dispensary	C							P	P	P	P							
Mortician-Mortuary	C							C	C	P	P							
Counseling	C	C						P	P	P	P							
Veterinarians	P	P						P	P	P	C	P	P					
Animal Services-not veterinarians	C								P	P	C	C						
<i>Retail</i>																		
Butcher shop with abattoir	C									C	C	P						
Butcher shop without abattoir	P							P	P	P	C							
Retail – building supplies									P	P	P	P						

Retail - general								P	P	P	P	P				
Plant gardens & outdoor Nurseries	C							P	P	P	P	P				
Repair shop								C	P	P	P	P				
Rural Business	C							P	P	P	P	P				
Automotive sales, service, and storage									C	C	C	C				
Boat Sales and repairs										C	C	P				
Convenience Store (no gas pumps)	C							P	P	P	P					
Dry Cleaning Outlets								P	P	P	P					
Florist (whole/retail)								P	P	P	P					
Commercial EV Charging Stations(wholesale)									C	P	P	P				
Gas station (less than 10 pumps)								P	P	P	P	P				
Truck stop										C	C	C				
Recreation and Entertainment																

Clubs/Private Recreational Facilities	C								C	P	P	P				
Commercial Firing Range											C	C				
Commercial Truck Parking												C				
Commercial Recreational (Fairgrounds, Flea Markets)										C	C	C				
Commercial Riding Stables	C									P	P					
Movie Theaters								P	P	P	P					
Go cart, ATV, and motorbike tracks/trails on parcels >= 100 acres																
Adult Entertainment Club										C	C	C				
Outdoor amusement parks-Temporary	C									C	C	P				
Parks, open space & trails	C										P					
Outdoor recreational facilities (playgrounds, pools)	C							P	P	P	C					
Unlighted regulation size (18 holes) or par three (9 holes+) golf courses											P					
Institutional																
<i>Utilities</i>																
Government-owned utilities-gas, electrical, hydro power	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Government-owned water/sewer treatment plants												C	C	C	C	
Public Utilities substation/sub installation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Solar Power Farms	C									C		C	C			
Utility operations centers								P	P	P	P					
Recycling centers													C			
Energy Plant												C	C			
Telecommunications Towers	C								P	P	P	P	P	C	C	
Solid Waste Facilities/Landfills (Materials Recovery & Trash-Transfer)													P			
Government-owned EV Charging Stations								P	P	P	P	P	P			
<i>Health and Social Assistance</i>																
Child Care Center	C	C						P	P	P	P					
Family Child Care Homes	C	C							P	P	P					
Hospitals										P	P					
Nursing Homes								P	P	P	P					
<i>Transportation</i>																
Airfields (general aviation)											C	C	C			
Trucking Companies											C	C	C			
Drone Operations											C	C	C			
Railroad switchyards												C	C			
Bus Station										P		P	P			
<i>Public</i>																
Schools	P	P		C		C					C					
Vocational school (with outdoor components)									C	C	P	P				
County Jails, correctional institutions & detention facilities	C											C	C			
Libraries / Museums								P	P	P	P					
<i>Funeral services</i>																
Cemeteries	C	C						C	P	P	P					
Crematorium												C	C			
Funeral homes								C	P	P	P					
<i>Other</i>																
Places of worship	P	P						P	P	P	P	C				

Industry																
<i>Assembly and Manufacturing</i>																
Assembly or Fabrication (not manufacturing)*											P	P	P			
Manufacturing (heavy)*											C	C	P			
Manufacturing (light)*											C	P	P			
Laboratories and research facilities									P	P	P	P	P			
Metal plating and/or smelting											C		P			
Ready-mix concrete facilities											C		P			
Shipping Container facility											C	C	C			
Surface mines <= 10 acres	C										C	C	C			
Wholesale Operation										P	P	P	P			
Printing & Publishing								C	P	P						
<i>Warehousing/Storage</i>																
Junkyards*												C	C			
Warehouse facilities											C	P	P			
Other																
Food Processing											C	P	P			
Taxidermy	C	C						P	P	P	C	P	P			
<i>Storage</i>																
Enclosed Storage									P	P	P	P	P			
Screened outdoor storage									C	P	P	P				
Marina, docks & boat houses	C													C	C	
Self-Storage Mini Storage Facilities								C	C	P	P	P				

Sec. 42-7. - Firearms.

(a) It shall be unlawful for any person to discharge any explosive, pistol, gun, or other weapon or instrument likely to produce injury to person or property, except in defense of person or property, within a radius of 300 yards from any occupied dwelling without the express permission of the occupant of such dwelling. Nothing in this section shall apply to any person authorized by law to use firearms in the course of his duty.

(b) It shall be unlawful for any person to discharge any firearm on any public boat ramp or public dock, or on any public land or facilities adjacent to any public boat ramp or public dock maintained or owned by the county.

(c) Notwithstanding section (a), a single parcel, under single ownership, and a minimum of one hundred (100) acres, in an AR-1 zoning district, can discharge firearms on the parcel without notifying the county during the Georgia Wildlife Resources Division designated dove season.

(d) Notwithstanding section (a), for properties in single ownership under 100 acres, the landowner must register, with the Sheriff's office, the times and the dates for any discharge of a firearm on the property during the Georgia Wildlife Resources Division designated dove season.

(Ord. of 9-2-80; Ord. of 2-18-97)

Staff Report

Subject: Intergovernmental Agreement with Live Oak Public Libraries
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: December 5, 2023
Item Description: Consideration to approve an Intergovernmental Agreement between the Counties of Chatham, Liberty and Effingham with Live Oak Public Libraries (*Tabled at the 11-07-23 meeting; Tabled at the 11-21-23 meeting*)

Summary Recommendation: The staff recommends the approval of the Intergovernmental Agreement with Live Oak Public Libraries.

Executive Summary/Background: The Regional Board of Live Oak Public Libraries has approved updated advisory bylaws. They are requesting that each county approve and sign the IGA. This item was tabled at the November 7th and November 21st Board of Commissioners meetings.

Alternatives for Commission to Consider:

1. Approve the IGA with Live Oak Public Libraries.
2. Do not approve the proposed agreement.
3. Provide Staff with direction.

Recommended Alternative: Staff recommends alternative 1 – Approve the IGA with Live Oak Public Libraries.

Other Alternatives: 2 – Do not approve the proposed agreement. 3 – Provide Staff with direction

Department Review: (*list departments*)
 County Attorney, County Manager

Funding Source: N/A

Attachments: Amended Intergovernmental Agreement Between Chatham County, Georgia, and Liberty County, Georgia, and Effingham County Georgia, and Live Oak Public Libraries

AMENDED INTERGOVERNMENTAL
AGREEMENT BETWEEN
CHATHAM COUNTY, GEORGIA,
AND
LIBERTY COUNTY, GEORGIA,
AND
EFFINGHAM COUNTY, GEORGIA, AND
LIVE OAK PUBLIC LIBRARIES

WHEREAS, in 1903, the City of Savannah formed a public library for the use and enjoyment of the citizens of that city; and,

WHEREAS, 1945 Effingham County joined the City of Savannah's library system that was not yet associated with other regional library systems;

WHEREAS, in 1945, Chatham County joined the City of Savannah and Effingham County libraries to form the Chatham-Effingham Regional Library; and,

WHEREAS, in 1956 Liberty County further join this regional operation that was then so named the Chatham-Effingham-Liberty Library; and,

WHEREAS, in 1963 the Library for the Colored Citizens of Savannah came under the regional umbrella system of the Chatham-Effingham-Liberty Library; and,

WHEREAS, in November 18, 1966 there was an agreement made transferring the responsibility to maintain and support the public libraries to Chatham County from the City of Savannah in order to establish a county-wide library system;

WHEREAS, in 2002, the regional library system formally changed its name to the Live Oak Public Libraries to reflect the growth of the entire system and the character of the lands its serves; and,

WHEREAS, Live Oak Public Libraries is the regional library board that shall be known as the Board of Trustees of the Live Oak Public Libraries ("regional board");

WHEREAS, the regional board and counties acknowledge their fiduciary duty to citizens to provide top quality library services within the limits of available resources and in compliance with State laws, rules and regulations; and to ensure that the LOPL is operated in an efficient and effective manner.

Therefore, now the parties agree as follows:

Section 1. Regional Board Membership

- a. All members of the Chatham County library board shall serve as regional members of the regional library board (8 members).
- b. The Effingham County library board shall appoint two members to serve on the regional library board.
- c. The Liberty County library board shall appoint two members serve on the regional library board.
- d. The regional library board acts as the governing body or Board of Trustees for the LOPL.

Section 2. Duties of each parties' Board of Commissioners:

Each County Board of Commissioners is responsible for:

- a. Appointing members to the Board of Trustees and to the County library boards as stated in the LOPL Constitution.
- b. Reconsidering or removing a Library Board member for cause or other reason per OCGA 20-5-42. Includes removal for failure to comply with duties and responsibilities.
- c. Ensuring that the County Manager works with the Library Executive Director and provides support for daily operations.
- d. Ensuring that the County Manager participates on the Advisory Committee.
- e. Acting as a fiscal agent for the Library within its County, and County will receive and distribute any funds from its municipalities for the Library.
- f. Providing sufficient and adequate financial support to the Library, subject to annual appropriation and review of any targeted performance outcomes as determined by each Commission.
- g. Providing capital funding and other funding outside of the Library's regular operating budget. Counties reserve the right to control construction of any capital project and disburse all capital funding proceeds as determined by each Commission.
- h. Providing at least one vehicle for LOPL operations, title retained by the County, and will provide legal representation for LOPL as necessary.

Section 3. Duties of the Chatham County Board of Commissioners

Chatham County Board of Commissioners agrees to:

- a. Disburse funds in advance to the LOPL in not less than quarterly installments based on approved annual budget. Chatham County can adjust the appropriation and budget during the course of the current or next fiscal year if agreed-upon service levels are not met or LOPL fails to expend funds for stated purposes.
- b. Provide administrative services to LOPL upon approval of County Manager to include County Attorney, Human Resources, Internal Audit, Finance and Purchasing. Such

support will include title research on LOPL facilities with the intent of transferring title for facilities to the LOPL.

- c. Provide operational support to LOPL upon approval of County Manager to include Facilities Maintenance and Fleet. Facilities maintenance will be provided to assist LOPL in repairs of its facilities but not for daily maintenance functions. County Manager may invoice LOPL for operational support.
- d. Provide retirement and health benefits for individuals not eligible for State benefits - Green.
- e. Transfer title of library facilities to LOPL who will maintain insurance coverage thereon. Chatham will maintain a reversionary interest.
- f. Categorize the LOPL as a department within the Culture and Recreation function.

Section 4. Duties of the Liberty County Board of Commissioners

The Liberty County Board of Commissioners agrees to:

- a. Provide facilities for operations which are suitable to meet the needs of LOPL and patrons of the service, and maintain and insure facilities and grounds.
- b. Perform repairs to major infrastructure items when said repairs exceed \$5,000 and to keep insurance on such buildings in a sufficient amount to replace or repair the facility should it be destroyed.
- c. Assist LOPL staff with any expertise or guidance needed to perform normal maintenance activities or repairs under \$5,000.
- d. Provide maintenance/ repair of security and HVAC systems.
- e. Provide annual fire inspections and maintenance of fire extinguishers. LOPL will provide maintenance and repair for fire detection systems.
- f. Provide annual termite inspections/warranty.

Section S. Duties of the Effingham County Board of Commissioners

The Effingham County Board of Commissioners agrees to:

- a. Provide facilities approved by Effingham County for operations.
- b. Maintain and insure facilities and grounds.
- c. Provide for custodial services, janitorial supplies and routine maintenance and repairs to include major infrastructure and mechanical systems.
- d. Pay electric, telecommunications, gas and water utility costs to operate the facilities provided pursuant to this agreement.
- e. Provide lawn care services at the facilities provided pursuant to this agreement.
- f. Provide monthly pest control services.
- g. Provide annual fire inspections and maintenance of fire extinguishers.

Section 6. Duties of the LOPL

The LOPL is responsible for:

- a. Regional board and County library board will submit budget requests in detail under each County Manager's procedures through the Library Executive Director.
- b. LOPL shall provide monthly and fiscal year-to-date financial reports to the County Manager or an approved designee that show budgetary status and use of funds within each County and for its overall operations. Financial reports will provide a narrative to explain significant budget variances. LOPL shall provide information on significant capital asset purchases to impacted jurisdictions prior to expenditure (cost greater than \$100,000) to include ongoing maintenance costs and operating budget impacts.
- c. LOPL shall provide information to each County Manager or an approved designee about the calculation and allocation of administrative cost centers to each county's cost center. Activities of the LOPL Foundation shall not be commingled with the LOPL's accounts or management.
- d. LOPL shall provide audited financial statements within four months of the end of the its fiscal year. Such audited statements will include a schedule showing the revenues and expenditures from and for each County within the Library system. LOPL will also submit any Single Audit report or Management Letter from the independent auditors to the County Manager of each supporting county.
- e. Upon request, LOPL will provide representatives to present financial reports and respond to inquiries of the Board of Commissioners.
- f. LOPL will disburse County funds per approved budget and will provide any requested performance measures or benchmarks to support its use of funds.
- g. LOPL will participate fully in all County CIP budgeting including Special Purpose Local Option Sales Tax (SPLOST).
- h. LOPL will align Purchasing policies and procedures to Chatham County policies, except as modified by the Advisory Committee.
- i. Board of Trustees Chair, one other member of the Board of Trustees and the Library Executive Director will participate on the Advisory Committee.
- j. LOPL will adopt separate personnel policies that ensure equitable hiring practices and an objective employee grievance process.
- k. LOPL agrees to assume title for its facilities wherein deeds will be transferred within six months of the agreement date.
- l. LOPL will assume responsibility for property insurance coverage on its facilities and contents and will also maintain workers compensation insurance through its own policies.
- m. LOPL will maintain its facilities on a day-to-day basis and not utilize County staff for daily maintenance functions.
- n. LOPL will amend its constitution and bylaws to reflect the role of the Advisory Committee.

Section 7. Advisory Committee

An Advisory Committee shall be formed to provide operational guidance to LOPL. Actions of the Committee shall be by majority vote, and the Committee may be convened upon request of any member.

- a. Membership of the Advisory Committee shall consist of:
 - i. The County Manager or his/her designee of each supporting county
 - ii. The Chair of the Regional Board
 - iii. One other Regional Board member, as appointed by the Chair
 - iv. The Library Executive Director will participate on the Committee as an ad hoc (non-voting) member.
- b. The Advisory Committee shall review and approve LOPL Administrative Policies and Procedures, and shall forward their actions to the Board of Trustees for subsequent affirmation. Administrative policies and procedures include but are not limited to Purchasing Policies, Human Resource Policies (including General Hiring Processes and Grievance Processes), and Financial Policies.
- c. The Advisory Committee shall assist the Library Executive Director with the development of long-term strategic, capital and financial plans.
- d. The Advisory Committee shall review interim financial information as well as proposed budgets as provided by the Director. The Director shall formally notify committee members when actual expenditures are projected to exceed budgeted amounts, identify the reasons for such variance, and outline a plan of corrective action. The Director shall notify the committee members of significant staff increases/decreases impacting service levels and budgeted expenditures within each locality.
 - i. Under no circumstances shall any County be obligated to share in cost increases not formally approved by that County during the annual budget process.
- e. The Advisory Committee shall perform any other tasks assigned by the Constitution of the LOPL; the by-laws of the LOPL, or by any other law.

Section 8. Other Inquiries

- a. The County Managers may make other inquiries about the management of the LOPL outside of the Advisory Committee, and the Library Executive Director shall provide prompt responses. Such inquiries may include citizen comments and complaints as well as general operational questions.
 - i. Any County has the right to audit books and records of LOPL.
 - ii. Modifications to the agreement require unanimous support from all parties.
 - iii. Any party may provide 6 month's written notice to terminate the Agreement.

EFFINGHAM COUNTY, GEORGIA

BY: _____
Wesley Corbitt, Chairman
Board of Commissioners

ATTEST: _____
Stephanie Johnson
County Clerk (SEAL)

DATE: _____

Staff Report

Subject: Hazard Mitigation Plan Update Ordinance
Author: Clint Hodges, EMA Director
Department: 20-EMA
Meeting Date: 12/05/2023
Item Description: Consideration to Approve an Ordinance Adopting the Effingham County 2023 Regional Hazard Mitigation Plan

Summary Recommendation: Staff recommends approving an ordinance adopting the Effingham County 2023 Regional Hazard Mitigation Plan.

Executive Summary/Background:

The purpose of the Effingham County Multi-Hazard Mitigation Plan is to create a safer community for Effingham County residents by reducing or eliminating the long-term risk to human life, property, and environmental degradation from hazards.

1. This document, referred to as the Effingham County Joint Hazard Mitigation Plan, is the official update to the plan submitted to and approved by the Federal Emergency Management Agency (FEMA) Region IV in January 2006. The contents of this document are intended to provide the framework for hazard mitigation strategies and actions undertaken by local governments within Effingham County.
2. The purpose of completing these proposed hazard mitigation actions is ultimately the reduction of the overall level of exposure and risk to the citizens of Effingham County, Georgia.
3. The Hazard Mitigation Plan Update will meet the requirements of the Disaster Mitigation Act of 2000 Public Law 106-390, October 30, 2000, as stipulated in the Interim Final Rule 44 CFR 201.4 Standard State Plan criteria, published on February 26, 2002. Meeting the regulations will allow Effingham County to maintain eligibility and qualify to secure all federally declared disaster assistance, including certain types of Public Assistance and hazard mitigation grants available through the Robert T. Stafford Disaster Relief and Emergency Assistance Act

Options/Alternatives for Commission to Consider:

Recommended: Approval of an Ordinance Adopting the Effingham County 2023 Regional Hazard Mitigation Plan

Other Alternative(s): Deny

Department Review: EMA

Funding Source: The Effingham County Board of Commissioners approved a Pre-Disaster Mitigation Grant in the amount of \$26,000 on Jan 18, 2022. No further funding is required.

Attachments: Draft Hazard Mitigation Plan
 Resolution to Adopt the HMP



Effingham County Joint Hazard Mitigation Plan

2023-2028



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Local Mitigation Plan Review Tool

Cover Page

The Local Mitigation Plan Review Tool (PRT) demonstrates how the local mitigation plan meets the regulation in 44 CFR § 201.6 and offers states and FEMA Mitigation Planners an opportunity to provide feedback to the local governments, including special districts.

1. The Multi-Jurisdictional Summary Sheet is a worksheet that is used to document how each jurisdiction met the requirements of the plan elements (Planning Process; Risk Assessment; Mitigation Strategy; Plan Maintenance; Plan Update; and Plan Adoption).
2. The Plan Review Checklist summarizes FEMA's evaluation of whether the plan has addressed all requirements.

For greater clarification of the elements in the Plan Review Checklist, please see Section 4 of this guide. Definitions of the terms and phrases used in the PRT can be found in Appendix E of this guide.

Plan Information	
Jurisdiction(s)	Effingham County, GA City of Springfield, GA City of Guyton, GA City of Rincon, GA
Title of Plan	Effingham County Georgia 2023 Multi-Jurisdictional Hazard Mitigation Plan
New Plan or Update	Update
Single- or Multi-Jurisdiction	Multi-jurisdiction
Date of Plan	10/26/2023
Local Point of Contact	
Title	Fire Chief/EMA Director- Clint Hodges
Agency	Effingham County Emergency Management Agency
Address	804 S. Laurel Street, Springfield, Georgia 31329
Phone Number	912-754-8888
Email	CHodges@EffinghamCounty.org

Additional Point of Contact	
Title	EMA Coordinator – Shanna Smith
Agency	Effingham County Emergency Management Agency
Address	181 Recycle Way, Guyton, Georgia 31312
Phone Number	912-429-8734
Email	SSmith@EffinghamCounty.org

Review Information	
State Review	
State Reviewer(s) and Title	Click or tap here to enter text.
State Review Date	Click or tap to enter a date.
FEMA Review	
FEMA Reviewer(s) and Title	Click or tap here to enter text.
Date Received in FEMA Region	Click or tap to enter a date.
Plan Not Approved	Click or tap to enter a date.
Plan Approvable Pending Adoption	Click or tap to enter a date.
Plan Approved	Click or tap to enter a date.

Multi-Jurisdictional Summary Sheet

#	Jurisdiction Name	Requirements Met (Y/N)						
		A. Planning Process	B. Risk Assessment	C. Mitigation Strategy	D. Plan Maintenance	E. Plan Update	F. Plan Adoption	G. State Requirements
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Plan Review Checklist

The Plan Review Checklist is completed by FEMA. States and local governments are encouraged, but not required, to use the PRT as a checklist to ensure all requirements have been met prior to submitting the plan for review and approval. The purpose of the checklist is to identify the location of relevant or applicable content in the plan by element/sub-element and to determine if each requirement has been “met” or “not met.” FEMA completes the “required revisions” summary at the bottom of each element to clearly explain the revisions that are required for plan approval. Required revisions must be explained for each plan sub-element that is “not met.” Sub-elements in each summary should be referenced using the appropriate numbers (A1, B3, etc.), where applicable. Requirements for each element and sub-element are described in detail in Section 4: Local Plan Requirements of this guide.

Plan updates must include information from the current planning process.

If some elements of the plan do not require an update, due to minimal or no changes between updates, the plan must document the reasons for that.

Multi-jurisdictional elements must cover information unique to all participating jurisdictions.

Watch for these symbols!

E1-a

The FEMA hazard mitigation planning requirements and updated in the April 2022 Local Mitigation Planning and Policy Guide handbook will be identified throughout the report by circular call-outs in the left-hand margin. These call-outs correspond to the FEMA hazard mitigation plan review checklist requirements.

Element A: Planning Process

Element A Requirements	Location in Plan (section and/or page number)	Met / Not Met
A1. Does the plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement 44 CFR § 201.6(c)(1))		
A1-a. Does the plan document how the plan was prepared, including the schedule or time frame and activities that made up the plan's development, as well as who was involved?	Chapter 2.0 Section 2.1, 2.2, 2.3 Figure 2-1 Planning Process Schedule Table 2-2 HMP Committee Table 2-3 HMP Meeting Schedule Appendix A: All Invited	Met
A1-b. Does the plan list the jurisdiction(s) participating in the plan that seek approval, and describe how they participated in the planning process?	Section 1.5.2 Multi- jurisdictional considerations Section 2.2, Mitigation Planning Committee and roles in HMP process	Met
A2. Does the plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development as well as businesses, academia, and other private and non-profit interests to be involved in the planning process? (Requirement 44 CFR § 201.6(b)(2))		
A2-a. Does the plan identify all stakeholders involved or given an opportunity to be involved in the planning process, and how each stakeholder was presented with this opportunity?	Section 2.3 Appendix C Outreach Materials, Public Survey, GIS StoryMap	Met

Element A Requirements	Location in Plan (section and/or page number)	Met / Not Met
A3. Does the plan document how the public was involved in the planning process during the drafting stage and prior to plan approval? (Requirement 44 CFR § 201.6(b)(1))		
A3-a. Does the plan document how the public was given the opportunity to be involved in the planning process and how their feedback was included in the plan?	Section 2.3 Extensive public engagement process that ensured all voices were heard. Figure 2-2 Engagement Formats Figure 2-3 Survey Responses	Met
A4. Does the plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement 44 CFR § 201.6(b)(3))		
A4-a. Does the plan document what existing plans, studies, reports and technical information were reviewed for the development of the plan, as well as how they were incorporated into the document?	Section 1.4 Overview of other plans and how these reports informed the HMP. Section 6.1 Long Range Plans Plans and reports were referenced throughout the HMP.	Met

Element A Requirements	Location in Plan (section and/or page number)	Met / Not Met
ELEMENT A REQUIRED REVISIONS		
Required Revision: Click or tap here to enter text.		

Element B: Risk Assessment

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B1. Does the plan include a description of the type, location, and extent of all natural hazards that can affect the jurisdiction? Does the plan also include information on previous occurrences of hazard events and on the probability of future hazard events? (Requirement 44 CFR § 201.6(c)(2)(i))		
B1-a. Does the plan describe all natural hazards that can affect the jurisdiction(s) in the planning area, and does it provide the rationale if omitting any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area?	Chapter 3, Sections 3.1 -3.13, See subsections ending in .1 (Description)	Met
B1-b. Does the plan include information on the location of each identified hazard?	Chapter 3, Sections 3.1 -3.13, See subsections ending in .2 (Location)	Met
B1-c. Does the plan describe the extent for each identified hazard?	Chapter 3, Sections 3.1 -3.13, See subsections ending in .2 (Extent)	Met
B1-d. Does the plan include the history of previous hazard events for each identified hazard?	Chapter 3, Sections 3.1 -3.13, See subsections ending in .2 (Previous events)	Met

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B1-e. Does the plan include the probability of future events for each identified hazard? Does the plan describe the effects of future conditions, including climate change (e.g., long-term weather patterns, average temperature and sea levels), on the type, location and range of anticipated intensities of identified hazards?	Chapter 3, Sections 3.1 -3.13, See subsections ending in .2 (Probability of Future Events) AND Subsections ending in .3 (Climate Change)	Met
B1-f. For participating jurisdictions in a multi-jurisdictional plan, does the plan describe any hazards that are unique to and/or vary from those affecting the overall planning area?	Chapter 3, Sections 3.1 -3.13, Hazards are specific; some examples varying from whole plan area are shown in Figure 3-4 Flood Hazard Areas and Figure 3-5 Coastal Flooding with Sea Level Rise by 2030 and 2080	Met
B2. Does the plan include a summary of the jurisdiction's vulnerability and the impacts on the community from the identified hazards? Does this summary also address NFIP-insured structures that have been repetitively damaged by floods? (Requirement 44 CFR § 201.6(c)(2)(ii))		
B2-a. Does the plan provide an overall summary of each jurisdiction's vulnerability to the identified hazards?	Chapter 4 Critical Asset Inventory + Chapter 5 Vulnerability Assessment, Section 5.1 -5.17 Subsection ending in .8 (Risk Assessment Table)	Met
B2-b. For each participating jurisdiction, does the plan describe the potential impacts of each of the identified hazards on each participating jurisdiction?	Chapter 4 Critical Asset Inventory + Chapter 5 Vulnerability Assessment, Section 5.1 -5.17 Subsections ending in .2 -.7	Met

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B2-c. Does the plan address NFIP-insured structures within each jurisdiction that have been repetitively damaged by floods?	Chapter 5, Section 5.2.7	Met
ELEMENT B REQUIRED REVISIONS		
Required Revision: Click or tap here to enter text.		

Element C: Mitigation Strategy

Element C Requirements	Location in Plan (section and/or page number)	Met / Not Met
C1. Does the plan document each participant's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement 44 CFR § 201.6(c)(3))		
C1-a. Does the plan describe how the existing capabilities of each participant are available to support the mitigation strategy? Does this include a discussion of the existing building codes and land use and development ordinances or regulations?	Chapter 6, Sections 6.1- 6.10 capabilities Section 6.2 -6.3 Building Codes and Land Use	Met
C1-b. Does the plan describe each participant's ability to expand and improve the identified capabilities to achieve mitigation?	Chapter 6, Sections 6.1 -6.10 + Chapter 7, Section 7.6Mitigation Strategies	Met
C2. Does the plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement 44 CFR § 201.6(c)(3)(ii))		
C2-a. Does the plan contain a narrative description or a table/list of their participation activities?	Section 6.9 NFIP Flood Insurance Program Compliance	Met

Element C Requirements	Location in Plan (section and/or page number)	Met / Not Met
C3. Does the plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement 44 CFR § 201.6(c)(3)(i))		
C3-a. Does the plan include goals to reduce the risk from the hazards identified in the plan?	Chapter 7, Section 7.2 Updated 2023 Goals and Objectives (introduced in Executive Summary)	Met
C4. Does the plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement 44 CFR § 201.6(c)(3)(ii))		
C4-a. Does the plan include an analysis of a comprehensive range of actions/projects that each jurisdiction considered to reduce the impacts of hazards identified in the risk assessment?	Section 7.6.1 Prioritized Action Details (Grouped by CRS Categories)	Met
C4-b. Does the plan include one or more action(s) per jurisdiction for each of the hazards as identified within the plan's risk assessment?	Section 7.6.2 – 7.6.5 Prioritized Actions for each Jurisdiction	Met
C5. Does the plan contain an action plan that describes how the actions identified will be prioritized (including a cost-benefit review), implemented, and administered by each jurisdiction? (Requirement 44 CFR § 201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))		
C5-a. Does the plan describe the criteria used for prioritizing actions?	Section 7.4 Table 7-3 Prioritization Scoring Factors	Met
C5-b. Does the plan provide the position, office, department or agency responsible for implementing/administrating the identified mitigation actions, as well as potential funding sources and expected time frame?	Section 7.6.2 – 7.6.5 Prioritized Actions with responsible party, funding, timeframe	Met

Element C Requirements	Location in Plan (section and/or page number)	Met / Not Met
ELEMENT C REQUIRED REVISIONS		
Required Revision: Click or tap here to enter text.		

Element D: Plan Maintenance

Element D Requirements	Location in Plan (section and/or page number)	Met / Not Met
D1. Is there discussion of how each community will continue public participation in the plan maintenance process? (Requirement 44 CFR § 201.6(c)(4)(iii))		
D1-a. Does the plan describe how communities will continue to seek future public participation after the plan has been approved?	Chapter 8, Plan Maintenance, Section 8.4 Public Participation	Met
D2. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a five-year cycle)? (Requirement 44 CFR § 201.6(c)(4)(i))		
D2-a. Does the plan describe the process that will be followed to track the progress/status of the mitigation actions identified within the Mitigation Strategy, along with when this process will occur and who will be responsible for the process?	Section 8.1 Monitoring the Plan	Met
D2-b. Does the plan describe the process that will be followed to evaluate the plan for effectiveness? This process must identify the criteria that will be used to evaluate the information in the plan, along with when this process will occur and who will be responsible.	Section 8.2 Evaluating the Plan	Met
D2-c. Does the plan describe the process that will be followed to update the plan, along with when this process will occur and who will be responsible for the process?	Section 8.3 Updating the Plan	Met

Element D Requirements	Location in Plan (section and/or page number)	Met / Not Met
D3. Does the plan describe a process by which each community will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement 44 CFR § 201.6(c)(4)(ii))		
D3-a. Does the plan describe the process the community will follow to integrate the ideas, information and strategy of the mitigation plan into other planning mechanisms?	Section 8.5 Integrating the Plan	Met
D3-b. Does the plan identify the planning mechanisms for each plan participant into which the ideas, information and strategy from the mitigation plan may be integrated?	Section 8.5 Integrating the Plan	Met
D3-c. For multi-jurisdictional plans, does the plan describe each participant's individual process for integrating information from the mitigation strategy into their identified planning mechanisms?	Section 8.5 Integrating the Plan	Met
ELEMENT D REQUIRED REVISIONS		
Required Revision: Click or tap here to enter text.		

Element E: Plan Update

Element E Requirements	Location in Plan (section and/or page number)	Met / Not Met
E1. Was the plan revised to reflect changes in development? (Requirement 44 CFR § 201.6(d)(3))		
E1-a. Does the plan describe the changes in development that have occurred in hazard-prone areas that have increased or decreased each community's vulnerability since the previous plan was approved?	Section 1.6.1 Growth and Development Section 4.1 Land Use and Development Trends	Met
E2. Was the plan revised to reflect changes in priorities and progress in local mitigation efforts? (Requirement 44 CFR § 201.6(d)(3))		
E2-a. Does the plan describe how it was revised due to changes in community priorities?	Section 7.4	Met

Element E Requirements	Location in Plan (section and/or page number)	Met / Not Met
E2-b. Does the plan include a status update for all mitigation actions identified in the previous mitigation plan?	Section 7.6.2 – 7.6.5 Prioritized Actions for each Jurisdiction, columns for 2017 and 2023 status *Note 2017 HMP Action # column as well	Met
E2-c. Does the plan describe how jurisdictions integrated the mitigation plan, when appropriate, into other planning mechanisms?	Section 7.6.2 – 7.6.5 Prioritized Actions for each Jurisdiction, columns for 2017 status	Met
ELEMENT E REQUIRED REVISIONS		
Required Revision: Click or tap here to enter text.		

Element F: Plan Adoption

Element F Requirements	Location in Plan (section and/or page number)	Met / Not Met
F1. For single-jurisdictional plans, has the governing body of the jurisdiction formally adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))		
F1-a. Does the participant include documentation of adoption?	Click or tap here to enter text.	Choose an item.
F2. For multi-jurisdictional plans, has the governing body of each jurisdiction officially adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))		
F2-a. Did each participant adopt the plan and provide documentation of that adoption?	Click or tap here to enter text.	Choose an item.

Element F Requirements	Location in Plan (section and/or page number)	Met / Not Met
ELEMENT F REQUIRED REVISIONS		
Required Revision: Click or tap here to enter text.		

Element G: High Hazard Potential Dams (Optional)

HHPD Requirements	Location in Plan (section and/or page number)	Met / Not Met
HHPD1. Did the plan describe the incorporation of existing plans, studies, reports and technical information for HHPDs?		
HHPD1-a. Does the plan describe how the local government worked with local dam owners and/or the state dam safety agency?	Click or tap here to enter text.	Choose an item.
HHPD1-b. Does the plan incorporate information shared by the state and/or local dam owners?	Click or tap here to enter text.	Choose an item.
HHPD2. Did the plan address HHPDs in the risk assessment?		
HHPD2-a. Does the plan describe the risks and vulnerabilities to and from HHPDs?	Click or tap here to enter text.	Choose an item.
HHPD2-b. Does the plan document the limitations and describe how to address deficiencies?	Click or tap here to enter text.	Choose an item.
HHPD3. Did the plan include mitigation goals to reduce long-term vulnerabilities from HHPDs?		
HHPD3-a. Does the plan address how to reduce vulnerabilities to and from HHPDs as part of its own goals or with other long-term strategies?	Click or tap here to enter text.	Choose an item.
HHPD3-b. Does the plan link proposed actions to reducing long-term vulnerabilities that are consistent with its goals?	Click or tap here to enter text.	Choose an item.
HHPD4-a. Did the plan include actions that address HHPDs and prioritize mitigation actions to reduce vulnerabilities from HHPDs?		
HHPD4-a. Does the plan describe specific actions to address HHPDs?	Click or tap here to enter text.	Choose an item.

HHPD Requirements	Location in Plan (section and/or page number)	Met / Not Met
HHPD4-b. Does the plan describe the criteria used to prioritize actions related to HHPDs?	Click or tap here to enter text.	Choose an item.
HHPD4-c. Does the plan identify the position, office, department or agency responsible for implementing and administering the action to mitigate hazards to or from HHPDs?	Click or tap here to enter text.	Choose an item.
HHPD Required Revisions		
Required Revision: Click or tap here to enter text.		

Element H: Additional State Requirements (Optional)

Element H Requirements	Location in Plan (section and/or page number)	Met / Not Met
This space is for the State to include additional requirements		
Click or tap here to enter text.	Click or tap here to enter text.	Choose an item.

Plan Assessment

These comments can be used to help guide your annual/regularly scheduled updates and the next plan update.

Element A. Planning Process

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

Element B. Risk Assessment

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

Element C. Mitigation Strategy

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

Element D. Plan Maintenance

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

Element E. Plan Update

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

Element G. HHPD Requirements (Optional)

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

Element H. Additional State Requirements (Optional)

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

FOREWORD



Our mission is to create a safer and more resilient future for all community members within Effingham County and in the cities of Springfield, Guyton and Rincon through collaborative and pro-active hazard mitigation planning. We recognize the importance of working together across boundaries within our county and in our region and state to identify and address the risks posed by natural hazards.

We recognize that the southeast is increasingly experiencing the impacts of climate change through more frequent and intense weather as well as nighttime temperatures that don't cool down. Through our hazard mitigation planning efforts, we aim not only to mitigate the risks of these hazards but also to address the underlying causes of climate change and work towards a more sustainable future.

We believe that equity and inclusion must be central to our planning and implementation efforts. By recognizing and addressing the specific needs of vulnerable populations within our communities, we can ensure that everyone has equal access to the resources and support necessary to build resilience in the face of hazards.

Our vision is one of a future where all community members are empowered to proactively prepare for and mitigate the risks of natural hazards and climate change. By working collaboratively and with a shared sense of purpose, we can create a safer, more resilient, and more equitable future for all.

EXECUTIVE SUMMARY

The purpose of the Effingham County Multi-Jurisdictional Hazard Mitigation Plan is to create a safer community for Effingham County residents by reducing or eliminating the long-term risk to human life, property, and environmental degradation from hazards. This will be accomplished by creating a planning document that becomes the foundation for emergency management planning, training, and preparedness, and by identifying those hazard mitigation projects that will reduce the impact of future hazard events.

This document, referred to as the Effingham County Joint Hazard Mitigation Plan, is the official update to the plan approved by the Federal Emergency Management Agency (FEMA) Region IV on October 28, 2018. The contents of this document are intended to provide the framework for hazard mitigation strategies and actions undertaken by local governments within Effingham County. The purpose of completing these proposed hazard mitigation actions is ultimately the reduction of the overall level of exposure and risk to the citizens of Effingham County, Georgia. The Hazard Mitigation Plan Update meets the requirements of the Disaster Mitigation Act of 2000 Public Law 106-390, October 30, 2000, as stipulated in the Interim Final Rule 44 CFR 201.4 Standard State Plan criteria, published on February 26, 2002. Additionally, the Plan is intended to meet 2022 updated FEMA Local Mitigation Policy Guide, effective April 19, 2023. Meeting the requirements will allow Effingham County to maintain eligibility and qualify to secure certain hazard mitigation grants available through the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended).

A. Introduction

The Effingham County Emergency Management Agency coordinates the development and maintenance of the Effingham County Multi-Jurisdictional Hazard Mitigation Plan, which includes the municipalities of Guyton, Rincon, and Springfield. The plan has been updated in 2023 in accordance with federal regulations.

Effingham County Emergency Management Agency staff convened an inter-disciplinary Hazard Mitigation Planning Committee comprised of representatives of the participating jurisdictions. The Committee attended regular meetings to provide input and insight at different stages of the process. The public was invited to participate in the planning process at various points throughout the project, including via a survey and multiple public meetings.

B. Hazard Identification and Risk Assessment

The Hazard Mitigation Planning Committee agreed upon which hazards they feel have the largest potential to impact Effingham County residents and should be included in the plan. Following hazard identification, an asset inventory for Effingham County was completed. These assets were incorporated into a FEMA Hazus model to determine the vulnerability of Effingham County to various potential hazard events. The Committee and the consultant then systematically assessed potential impacts to the community from the identified hazards.





Hazard Type	2023 Planning Consideration Level
Inland Flooding	High
Dam Failure	Low
Coastal Hazards	Medium-Low
Hurricanes	High
Wind	Medium-High
Tornadoes	Medium
Severe Weather	High
Severe Winter Weather	Low
Geologic Hazards	Low
Seismic Hazards	Medium
Extreme Heat	High
Drought	Medium-High
Wildfire	High

C. Capability Assessment

The purpose of the capability assessment is to determine the current capacity of the participating jurisdictions to mitigate the potential impacts of the hazards identified in this plan. The capability assessment allows the Committee to ascertain areas for improvement in the hazard mitigation planning and implementation process.

D. Mitigation Strategy

Using the results from the vulnerability and capability assessments, the Committee developed updated goals and actions for each participating jurisdiction. The goals and objectives of the Plan are:

 1	Minimize loss of life and property from impacts of hazards. <ul style="list-style-type: none"> 1.1 Retrofit or otherwise protect critical facilities, community assets, and infrastructure. 1.2 Regulate development in known hazard areas. 1.3 Protect natural and environmentally beneficial resources.
 2	Improve education and outreach efforts to protect community assets and critical facilities from hazards. <ul style="list-style-type: none"> 2.1 Expand outreach methods to reach more audiences. 2.2 Increase hazard mitigation training, knowledge, and resources for County and City staff. 2.3 Encourage preparedness for hazard mitigation at the individual level.
 3	Increase coordination and capabilities to plan and implement projects to minimize loss from hazards. <ul style="list-style-type: none"> 3.1 Promote inclusion of climate change data and resiliency practices in planning and design. 3.2 Utilize technology to improve capabilities. 3.3 Increase interdepartmental coordination.
 4	Improve data collection, dissemination, and redundancy to reduce impacts from hazards. <ul style="list-style-type: none"> 4.1 Increase redundancy of critical systems and services. 4.2 Encourage data and resource sharing across the County and adjacent municipalities.

The mitigation strategies in this plan are tangible steps these jurisdictions can take to ensure that their communities can prepare for, respond to, and recover from hazard events.

E. Plan Monitoring and Maintenance Procedures

This update contains a process for implementing, maintaining, evaluating, and updating the Plan. The Effingham County Emergency Management Agency will be responsible for coordinating updates to the Plan. In the 2023-2028 time period, the Hazard Mitigation Planning Committee will convene quarterly to ensure that the plan stays relevant and useful.

F. Conclusion

This plan demonstrates Effingham County's commitment to preparedness and resilience. This plan will enhance the public safety of residents and businesses and will improve Effingham County's response to and recovery from hazard events. Natural hazards cannot be prevented, but Effingham County is well-positioned to mitigate the potentially devastating impacts from these events.

1.0 INTRODUCTION



What information will I find in this chapter?

Chapter One includes an introduction to hazard mitigation planning, the organization of the 2023-2028 update, the authorities and relevant plans and studies reviewed and incorporated, and a profile of the County.

Table 1-1: Chapter 1 Summary of Changes

Chapter 1 Section	Updates to Section
What is hazard mitigation planning?	Minor updates to text
Plan Organization	Modified to add diagram to display the organization of the plan
Authorities	Minor changes to add the Georgia Water Quality Control Act, added diagram
Review and Incorporation of Relevant Plans, Studies and Technical Information	Updated to include the recently completed plans
County Profile	Updated to include current demographic data
Effingham's Economy	Minor updates to reflect growth
Effingham's Natural Environment	Minor updates
Effingham's Infrastructure	Text added to reflect major systems: transportation, stormwater management, water and wastewater services

Effingham County, working with the cities of Guyton, Springfield, and Rincon, prepared an update to the 2017-2022 Joint Hazard Mitigation Plan (HMP) to create an action roadmap to reduce the impacts of natural hazards and climate change within the County and across the region. This project is funded by a Federal Emergency Management Agency (FEMA) Grant.

Watch for these symbols!

E1-a

The FEMA hazard mitigation planning requirements and updated in the April 2022 Local Mitigation Planning and Policy Guide handbook will be identified throughout the report by circular call-outs in the left-hand margin. These call-outs correspond to the FEMA hazard mitigation plan review checklist requirements.

1.1 What is Hazard Mitigation Planning?

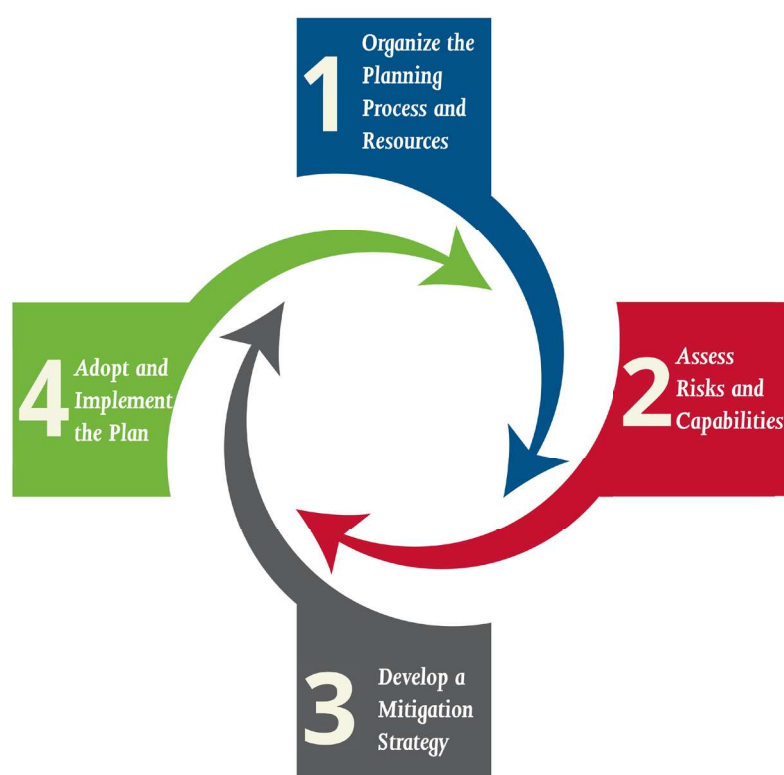


Figure 1-1: The Four Core Steps of Hazard Mitigation Planning, FEMA

Hazard mitigation planning reduces loss of life and property by minimizing the impact of hazards. It is the process by which local communities assess natural disaster risks and vulnerabilities that are common in their area, and subsequently develop long-term mitigation strategies for protecting people and property from similar hazard events that may occur in the future. Hazard mitigation plans are crucial to building community resilience and to breaking the cycle of disaster damage and reconstruction.

Local hazard mitigation plans (HMP) strengthen a community's ability to adapt and respond to future hazards. The HMP aims to develop strategies that mitigate future threats by comparing recurring and anticipated hazards with an inventory of the County's capabilities. Hazard mitigation planning is intended to help communities prepare for all different types of hazards. Natural

disasters such as earthquakes, hurricanes, and flooding, are often the most obvious type of hazard. However, there are many technological, biological, and other human-made threats that can also result in disruptions to daily life, property damage, and physical injury. Technological hazards include a variety of human-made threats, like toxic waste spills, nuclear disasters, building fires, power outages, and cyber-attacks, which can damage critical facilities, compromise confidential information, and lead to loss of life. Biological hazards, including pandemics and bioterrorism, can pose an equally significant threat to human life. Other human-made hazards include terrorism and civil unrest.

Hazard mitigation is the effort to reduce the impacts of these hazards through community planning, policy changes, educational programs, infrastructure projects, and other activities (FEMA, 2021). Hazard mitigation planning uses a stepped process with the participation of a wide range of stakeholders to define local natural hazards, assess natural and non-natural vulnerabilities and risk, review current mitigation measures, and to develop priority action items.

The resulting plan and implementation of action items saves both lives and money. FEMA reports that the National Institute of Building Sciences studies affirm that for each dollar spent on federal hazard mitigation grants, an average of six dollars are saved on disaster response. An organized, well-prepared Hazard Mitigation Plan will ensure that a community is prepared to respond to future hazard events and will continuously implement projects intended to mitigate hazards and their associated impacts.

Significantly, maintaining a compliant plan also ensures that communities remain eligible for federal grant funding through the Federal Emergency Management Agency (FEMA). To be eligible for FEMA Grants, local governments must prepare a HMP that meets the requirements established in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000. The HMP also ensures that federally funded projects reflect a community's priorities and offer solutions to specific threats. Please refer to Chapter 6 for more information on FEMA grants and other potential funding sources.

Why Are We Doing This?

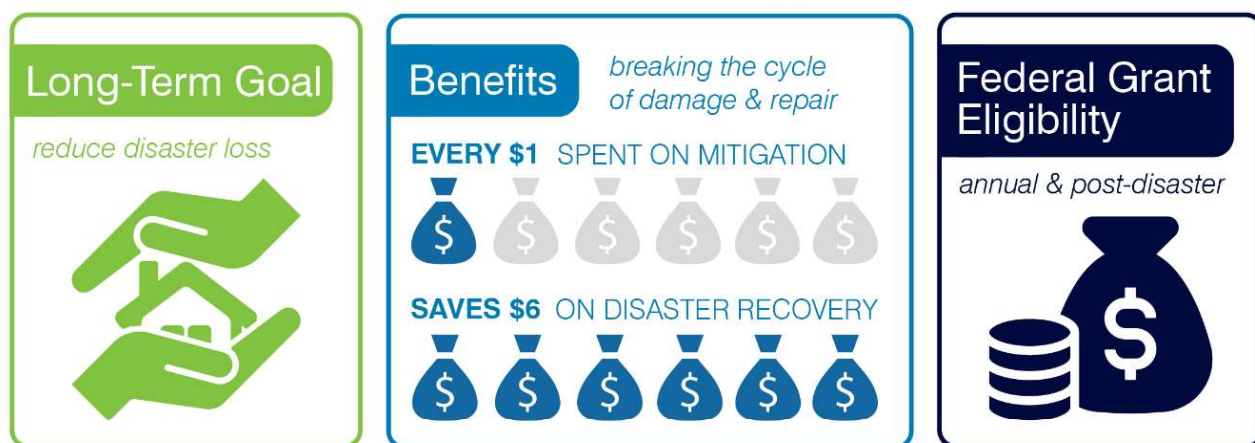


Figure 1-2: A diagram of hazard mitigation planning benefits

Many of the hazards that Effingham County commonly experiences are projected to worsen due to climate change. Climate change refers to changes in regional weather patterns that are linked to the warming of the Earth's atmosphere as a result of both human activity and natural fluctuations. The Earth's atmosphere has naturally occurring greenhouse gases (GHGs) like carbon dioxide (CO₂) that capture heat and contribute to the regulation of the Earth's climate. When fossil fuels (including oil, coal and gas) are burned, GHGs are released into the atmosphere and the Earth's temperature tends to increase. The global temperature increase affects the jet stream and climate patterns.

Climate change has already started to impact Effingham County and these trends are likely to continue. Climate change is expected to affect the typical precipitation cycle, leading to more frequent and intense rainfall and storms in some areas, as well as more droughts in others. The intensity of coastal storms is

expected to increase, meaning greater wind speeds and rainfall rates during hurricanes. Sea levels are already rising more rapidly in Georgia than along the rest of the east coast because the coastal land is naturally subsiding. Chapter 3 includes additional information on hazard severity and risk.

1.2 Plan Organization

The report presents the results of the planning process, which was informed by data review and analysis, and input received from the Planning Committee during and outside of the Planning Committee meetings, and from public engagement activities. This report is organized as visualized in the diagram below.

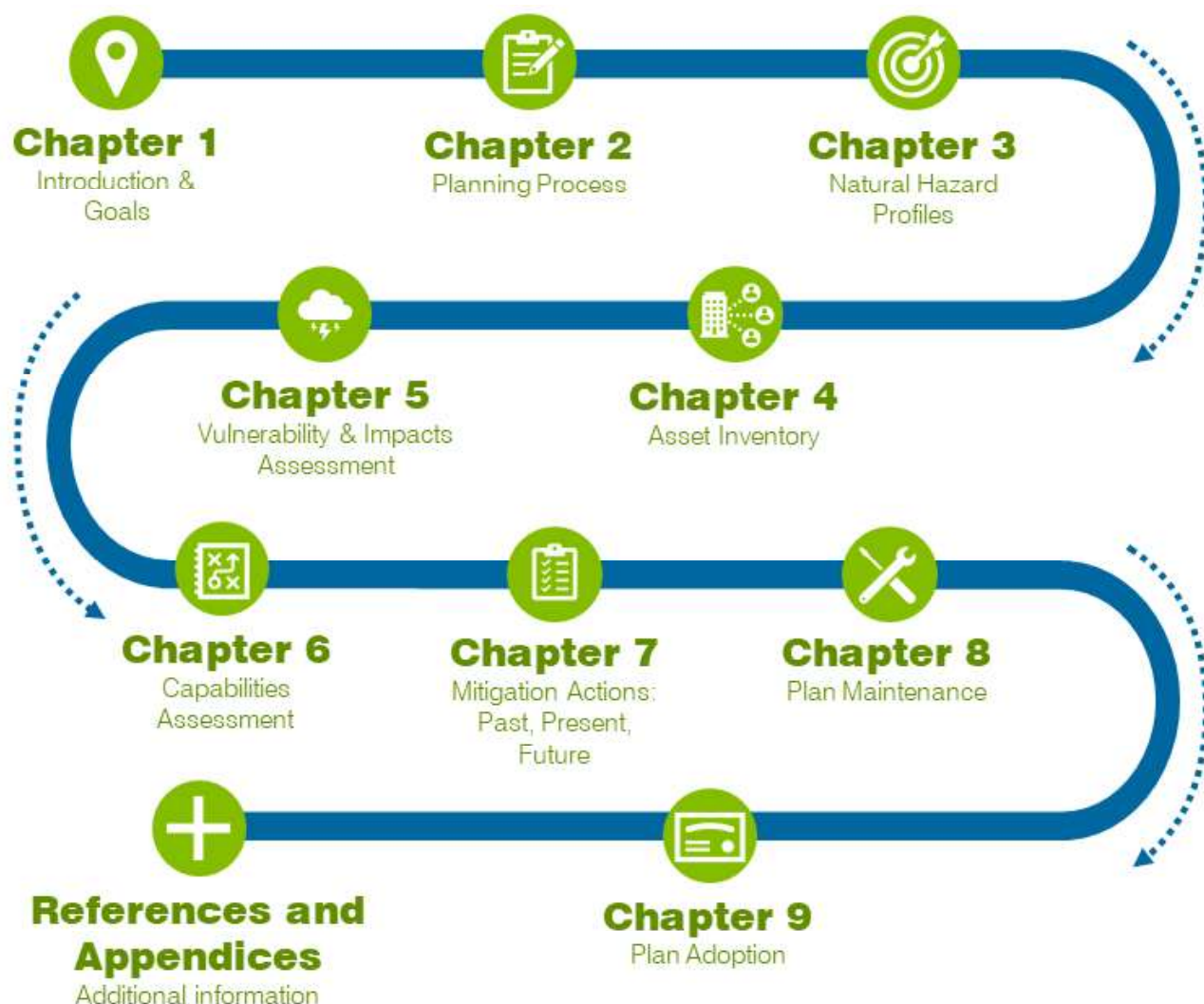


Figure 1-3: A diagram visualizing the organization of the HMP report

1.3 Authorities and Programs

The Disaster Mitigation Act of 2000 (DMA 2000)

In the past, federal legislation has provided funding for disaster relief, recovery, and some hazard mitigation planning. DMA 2000 is the latest legislation to improve the planning aspect of that process. The act reinforces the importance of mitigation planning and emphasizes planning for disasters before they occur. The act establishes a pre-disaster mitigation program and designates new requirements for the national post-disaster Hazard Mitigation Grant Program (HMGP). Section 322 of the Act identifies the new requirements for planning activities and increases the amount of HMGP funds available to states that have developed a comprehensive mitigation plan prior to disaster.

State and Federal regulations and requirements for the Multi-Jurisdictional Hazard Mitigation Plan Update have been refined, and some added to enhance the data sources. State and communities must have an approved mitigation plan in place prior to receiving post-disaster HMGP funds. Local mitigation plans must demonstrate that their proposed mitigation measures are based on a sound planning process that accounts for the risk to, and the capabilities of, the individual communities. Failure to meet the new criteria will make state and local governments ineligible for Stafford Assistance, and thus forfeit some types of emergency assistance. The same applies to timely, state and federally required and approved plan updates. A FEMA-approved Local Mitigation Plan is required to apply for and/or receive project grants under the following hazard mitigation assistance programs:

- Hazard Mitigation Grant Program (HMGP)
- Pre-Disaster Mitigation (PDM)
- Flood Mitigation Assistance (FMA)
- Severe Repetitive Loss (SRL)

The following sections include information about the existing state planning initiatives and mitigation programs.

Georgia Planning Act (OCGA 50-8-1)

The Georgia General Assembly adopted the Georgia Planning Act in 1989 to ensure that Georgia's growth and development were sustainable, improved residents' quality of life, supported economic development, protected the environment, and allowed for local flexibility in planning decisions. It provides a structured framework to guide land use and development practices in the state while considering the unique characteristics and challenges of different communities. The legislature strives to conserve and protect natural and historic resources, protect and promote the quality of life through proper land use planning, and protect community facilities. The cornerstone of the coordinated planning program is the preparation of a long-range comprehensive plan every five years by each local government. These plans are intended to highlight community goals and objectives as well as determine how the government proposes to achieve those goals and objectives. With the passage of the Georgia Planning Act of 1989, Georgia's 159 counties and 529 cities were all designated "Qualified Local Governments." Each of these local governments must maintain their status to remain eligible for a range of state and federal assistance programs. There are ongoing efforts to integrate local hazard mitigation planning with the local comprehensive planning process.

Coastal Marshland Protection (OCGA 12-5-280)

The Coastal Marshland Protection Act provides the Coastal Resources Division of the Georgia Department of Natural Resources with the authority to protect tidal wetlands. The Coastal Marshland Protection Act limits certain activities and structures in marsh areas and requires permits for other

activities and structures. Erecting structures, dredging, or filling marsh areas require a Marsh Permit administered through the Georgia Coastal Management Program.

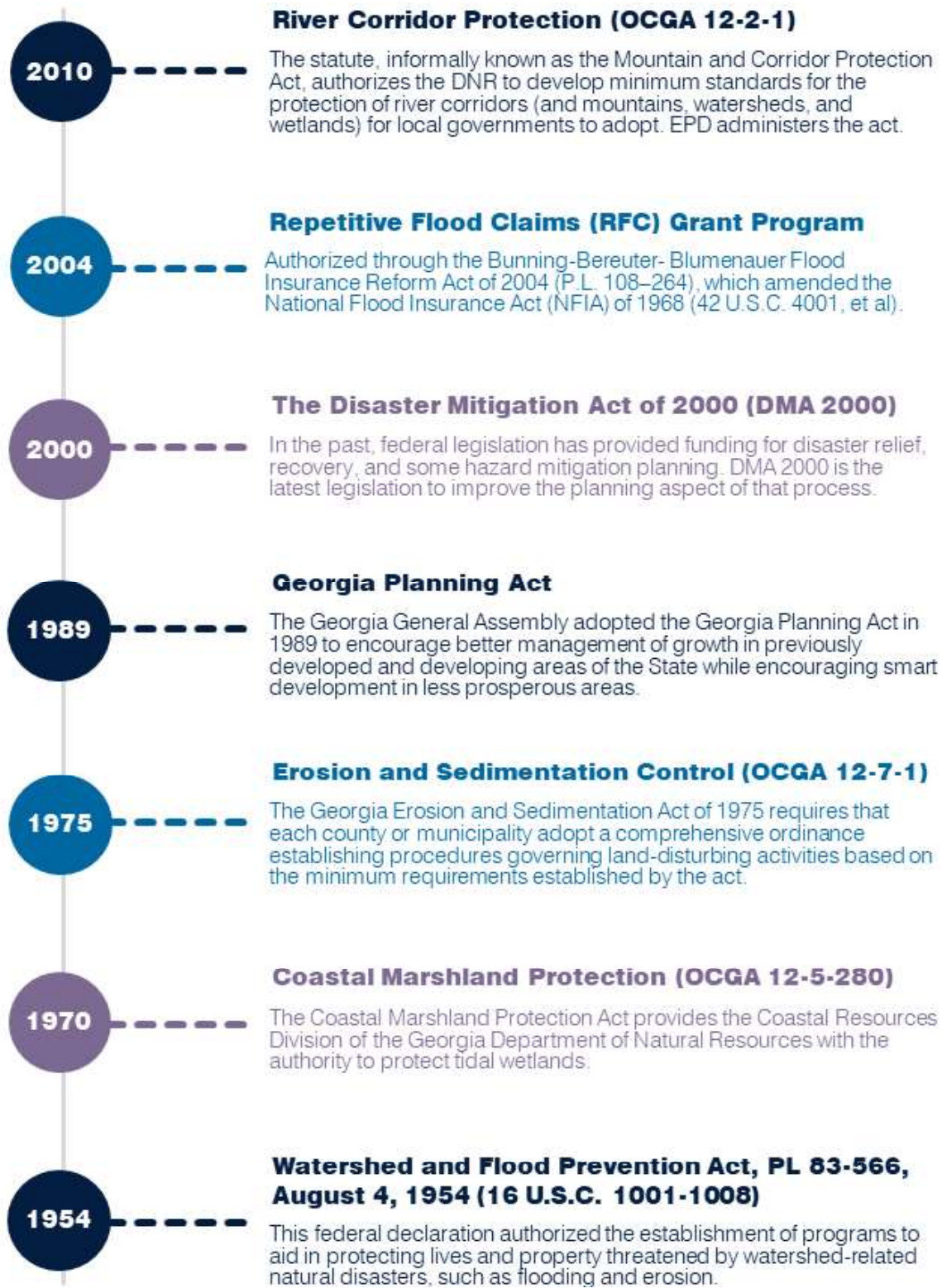


Figure 1-4: Integrated statutory authorities timeline

Erosion and Sedimentation Control (OCGA 12-7-1)/ Stormwater Management

Nationally, the United States Environmental Protection Agency (EPA) manages the National Pollutant Discharge Elimination System (NPDES) program, a comprehensive regulatory framework established to manage and control the discharge of pollutants into the nation's waters, including rivers, lakes, and oceans. It requires industrial facilities, municipalities, and other entities that release pollutants into these waters to obtain permits that outline specific pollution limits and management practices. Specifically, the State of Georgia uses federally delegated authority to protect water quality through the Georgia Erosion and Sedimentation Act of 1975. The Act requires that each county or municipality adopt a comprehensive ordinance establishing procedures governing land-disturbing activities based on the minimum requirements established by the act. The Erosion and Sedimentation Act is administered by the Georgia Environmental Protection Division (EPD) of the Georgia Department of Natural Resources (DNR) and local governments. Permits are required for specific land-disturbing activities, including the construction or modification of manufacturing facilities, construction activities, some activities related to transportation facilities, activities on marsh hammocks, and others.

River Corridor Protection (OCGA 12-2-1)

The statute, informally known as the Mountain and Corridor Protection Act, authorizes the Georgia DNR to develop minimum standards for the protection of river corridors (and mountains, watersheds, and wetlands) for local governments to adopt. EPD administers the act. All rivers in Georgia with an average annual flow of 400 cubic feet per second are covered by the act, except those within the jurisdiction of the Coastal Marshlands Protection Act. Some of the act's major provisions include: requirements for a 100-foot vegetative buffer on both sides of rivers, consistency with the Georgia Erosion and Sedimentation Act, and local governments' identification of river corridors in land-use plans developed under their respective comprehensive planning acts.

Watershed and Flood Prevention Act, PL 83-566, August 4, 1954 (16 U.S.C. 1001-1008)

This federal declaration authorized the establishment of programs to aid in protecting lives and property threatened by watershed-related natural disasters, such as flooding and erosion. Prior to fiscal year 1996, separate programs addressed small watershed planning activities and cooperative river basin surveys and investigations. Following the 1996 appropriations act, activities specified under the Watershed and Flood Prevention Act were combined into the single program known as the Emergency Watershed Protection (EWP) program. The purpose of the EWP program is to assist federal, state, and local agencies and tribal governments to protect watersheds from damage caused by erosion, floodwater, and sediment as well as to conserve and develop water and land resources. Resource concerns addressed by the program include water quality, water conservation, wetland protection and restoration, water storage capacity, agricultural drought problems, rural development, municipal and industrial water needs, upstream flood damages, and water needs for wildlife and forest-based industries. Methods of planning and surveying addressed by the program include specific watershed plans, river basin surveys, flood hazard analyses, and floodplain management assistance. The purpose of the plans and surveys is to identify solutions that use land treatment and nonstructural measures to resolve resource problems.

Federal Hazard Mitigation Programs

Because the Georgia Emergency Management Agency and Homeland Security (GEMA/HS) administers federal hazard mitigation programs for Georgia, GEMA/HS's planning process is inherently integrated into these federal programs, specifically the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation Program (PDM), the National Flood Insurance Program (NFIP), the Community Rating System (CRS), Flood Mitigation Assistance Program (FMA), the Map Modernization Project, Repetitive Flood

Claims Program (RFC) and Severe Repetitive Loss Program (SRL). The Hazard Mitigation Grant Program (HMGP), authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency assistance Act, provides grants to states and local governments to implement long-term hazard mitigation measures after a major disaster declaration to reduce the loss of life and property due to hazard events and to enable the implementation of mitigation measures during the immediate recovery period.

Repetitive Flood Claims (RFC) Grant Program

Authorized through the Bunning-Bereuter- Blumenauer Flood Insurance Reform Act of 2004 (P.L. 108–264), which amended the National Flood Insurance Act (NFIA) of 1968 (42 U.S.C. 4001, et al). The RFC program provides funds to assist States and communities in reducing flood damage to insured properties that have had one or more claims to the National Flood Insurance (NFIP) Fund. RFC grants are to be awarded on a competitive basis and without reference to state allocations, quotas, or other formula-based allocation of funds. Georgia has utilized project grants in the first two years of this program's existence to permanently mitigate NFIP insured structures through property acquisition.

A4-a

1.4 Review and Incorporation of Relevant Plans, Studies, and Technical Information

Effingham County and the municipalities' staff, with assistance from Weston & Sampson, collected and reviewed federal, statewide, and local reports and documents. These documents were reviewed for relevance to hazards and inclusion of actions that relate to this plan. The reviewed plans and documents are listed in Table 1-2.

Table 1-2: Reviewed Plans and Reports

Name of Plan	Responsible Agency	Purpose of Plan	Interaction with Hazard Mitigation Plan
Joint Comprehensive Plan (2019)	Effingham County Planning & Zoning	Long-range community planning for Effingham County	Provides recommendations for mitigation actions. Provides opportunity to implement mitigation strategies related to land use
Parks and Recreation Comprehensive Plan (2023)	Effingham County Recreation & Parks	Long-range planning for park and recreation facilities in Effingham County	Provides recommendations for mitigation actions. Provides opportunity to implement mitigation strategies related to open space.

Name of Plan	Responsible Agency	Purpose of Plan	Interaction with Hazard Mitigation Plan
Public Awareness, Education, and Preparedness Program (2014)	Effingham County Emergency Management Agency	To develop and distribute public information regarding hazard risk and preparedness	Provides recommendations for mitigation actions. Provides opportunity to implement mitigation strategies related to public information and education.
Community Wildfire Protection Plan (2018)	Effingham County Emergency Management Agency	To prepare for and mitigate community risk of wildfires	Provides recommendations for mitigation actions. Provides opportunity to implement mitigation strategies related to wildfires.
Local Emergency Operations Plan (2023)	Effingham County Emergency Management Agency	Creates a standard operating procedure for disaster/incident response	Provides recommendations for mitigation actions. Provides opportunity to implement mitigation strategies related to emergency services.
Master Transportation Plan (2021)	Effingham County Board of Commissioners	Long-range planning for roads and traffic flow in Effingham County	Provides opportunity to implement mitigation strategies related to roads and rights-of-way.
Budget Book for FY 2023	Effingham County Finance & Accounting	To allocate resources to different departments in Effingham County	Provides an indication of what types of mitigation strategies can or will be funded.
State of Georgia Hazard Mitigation Plan 2019	Georgia Emergency Management and Homeland Security Agency	To reduce loss of life and property to hazards and increase resilience in the state of Georgia	Provides examples and guidance for the Effingham County HMP.

Each chapter of the 2017 Hazard Mitigation Plan was reviewed and updated with current hazard, risk, and vulnerability data; changes in development; updates to existing capabilities; as well as previous accomplishments of mitigation strategy efforts. Formal meetings of the Hazard Mitigation Planning Committee were held every other week over a several month period. All invitees, including those who were unable to attend, were provided with meeting minutes and copies of meeting materials to keep the entire team informed.

The plan update process included committee meetings to review hazard, risk, and vulnerability (HRV) assessment data and formulate mitigation actions based on collected assessments and local community engagement.

1.5 County Profile

Overview

Effingham County is a prosperous, rapidly growing community where rich heritage meets modern ingenuity. Its location just 20 miles northwest of Savannah offers residents with access to Georgia's largest coastal city while providing residents with a tranquil rural atmosphere. It was ranked as Georgia's thirty-ninth most populated county with nearly 65,000 residents (US Census, 2020). Effingham's rich history can be attributed to it being the fourth of Georgia's original eight counties. Its first inhabitants were the Muscogee (Creek) Tribe, who lost their land in 1734 to settlers arriving from Germany. During the colonial period, Georgia was divided into parishes. In 1777, the parishes of St. Matthew and St. Philip merged to form Effingham County, encompassing an area of 483 square miles. The County was named after Thomas Howard, the third earl of Effingham, who championed the cause of the colonies in the years leading to the American Revolution (1775-83). Springfield, Effingham's fourth County seat, was founded in 1799 and incorporated in 1838. Previous County seats were Tuckasee King (1784-87), Elberton (1787-97), and Ebenezer (1797-99). Tuckasee King was a river-landing community in the town of Cloy, and Elberton and Ebenezer are no longer active communities. Guyton and Rincon were later added as incorporated Towns (Cooksey, 2022).

Colonial History

Religious Refuge

The first European settlers were Lutherans from Salzburg, Austria, who had been exiled to Augsburg, Germany, at the beginning of the eighteenth century. Attracted by offers of land and start-up funding from the Georgia Trustees, seventy-eight Salzburger left Augsburg for Georgia under the leadership of their pastors, Johann Martin Boltzius and Israel Christian Gronau, as the "First Salzburger Transport." When they arrived in 1734, General James Oglethorpe offered them a low-lying area about 25 miles from Savannah, on the frontier of English territory. They called their new community Ebenezer. The Salzburger lived there in great hardship, struggling to grow crops, and often contracting disease in the swampy area. With Oglethorpe's permission, the Salzburger relocated two years later to a higher location on a ridge overlooking the Savannah River. The new town retained the same official name, but informally became known as New Ebenezer.

Within a few decades, the Salzburger occupied about twenty-five square miles in the County, establishing farms, gristmills, lumber mills, and silk filature. In 1769, they built a red brick church known as the Old Salzburger Church, or Jerusalem Church. The Salzburger established the first Sunday school in Georgia in 1734 and the first orphanage in 1737, which remains the oldest continuing Lutheran congregation in America to worship in its original building. Other Salzburger settlements in Effingham County were Abercorn, Bethany, and Goshen. Although Salzburger did not found Abercorn, they began moving into the dying Scottish town in the 1740s.

After the death of Boltzius in 1765, however, the group began to lose its cohesion, a process that was accelerated by the American Revolution. During the war, the British occupied Ebenezer, converted

Jerusalem Church into a hospital, set up taverns, and quartered their troops in Salzburger homes, making life for the settlers so unpleasant that many of them fled to the countryside. When they returned after the war, they found their homes and other buildings in ruins. Efforts to revive trade and industry were unsuccessful, and Ebenezer, Abercorn, and Goshen became ghost towns. Many descendants of the Salzburgers still live in Effingham County, however, and a number of them are active in the Georgia Salzburger Society, founded in 1925.

Hardship and Prosperity

The Civil War (1861-65) brought hardship when Union general William T. Sherman's troops came through the County on their March to the Sea in 1864. Some Union soldiers encamped on the Eden Road after passing through Springfield. Others occupied Jerusalem Church, using its picket fence and hymnals for fires and engaging in skirmishes on the grounds. The County received its first economic boost in the late nineteenth century when railroads began laying tracks. The City of Rincon originated in 1891, when the South Bound Railroad laid tracks from Savannah to Columbia, South Carolina, through the area. Residents catered to the needs of railroad workers and began to prosper. They built cotton gins, lumber mills, and turpentine stills. Rincon grew enough to warrant incorporation in 1927. Another boost came in the 1980s with the arrival of large companies and factories, contributing to a growth spurt that made Rincon the largest of Effingham County's towns. While Rincon was growing, the City of Springfield experienced some hard times after the Civil War. First, the city lost some of its historic buildings to several fires between the late 1800s and the 1960s, but it has since renovated and restored many of those that remain. Once situated along the main county thoroughfare for automobile traffic, Springfield was forced to reinvent itself when the Highway 21 bypass was built in the late 1990s, thereby diverting thousands of cars from its business district. At the same time, several important county offices were moved to Rincon, driving many Springfield businesses to close. To address this economic shift, the city has focused on promoting its history, tourism and quality of life. In 2000, these efforts were rewarded by its being named a Georgia "Better Hometown" (Cooksey, 2022).

A Look to the Past Informs the Future







Historical context provides a window of insight into the shaping of the County today. It's critically important to consider the past in relation to hazard mitigation as additional burden on socially vulnerable populations often stems from centuries of discrimination and inequality. The unfortunate irony about Sherman's historic march was unintended consequences for the very people the Union was fighting to protect. Although black history was poorly recorded throughout slavery, recent research indicates that over 100 slaves died and 500 were returned to captivity while attempting to cross Ebenezer Creek behind Sherman's troops (Chiariello, 2021). There have been lasting impacts on the vulnerability of Effingham County residents as well as those in surrounding municipalities. Inequity that dates back centuries continues to create barriers for some segments of the community. These inequities only exacerbate the hazards faced by the larger population. Demographic trends and the impacts of historical inequities offer guidance for how the County should prepare for natural disasters and other hazards.




1.5.1 Community Profiles

The three major Cities of Effingham County are Guyton, Rincon, and Springfield. All three Cities and greater Effingham County are continuing to grow at steady rates. Hazard mitigation relies heavily on Effingham's ability to respond to and recover from natural and other disasters. Community

demographics, including population size, age, and economic characteristics are essential to determining Effingham's vulnerability. **The Centers for Disease Control analyzes these demographic characteristics to create a *social vulnerability score*, which offers additional insight into the community's adaptive capacity.** The County has a low social vulnerability index, but there are census tracts with medium to high vulnerability (CDC, 2020). Table 1-3 below provides a breakdown of Effingham's demographic composition.

Table 1-3: Population Demographics

		Guyton	Rincon	Springfield	Effingham County	Georgia
	Population	2,278	10,662	2,703	66,741	10,788,029
	Under the Age 18	33.4%	29.9%	23.1%	26.5%	23.4%
65+	Over Age 65	7.2%	7.0%	11.9%	12.2%	14.7%
	Bachelor's degree or higher	13.2%	34.36%	27.38%	24.1%	33.0%
	Median household income	\$68,214	\$66,355	\$59,931	\$72,279	\$65,030
\$	Poverty Rate	13.1%	12.5%	4.5%	9.2%	14.0%
	With a Disability	12.8%	9.5%	7.0%	7.6%	8.9%
	Limited English-Speaking Skills	0.0%	7.73%	3.94%	4.1%	14.3%

		Guyton	Rincon	Springfield	Effingham County	Georgia
	Housing Units (Total)	800	4,282	989	25,244	4,475,274
	Housing Units (Occupied)	89.3%	55.2%	62.4%	76.3%	64.5%
	Renter-Occupancy Rate	27.2%	44.8%	37.6%	25.6%	34.0%

(U.S. Census Bureau 5-Year American Community Survey, 2021)

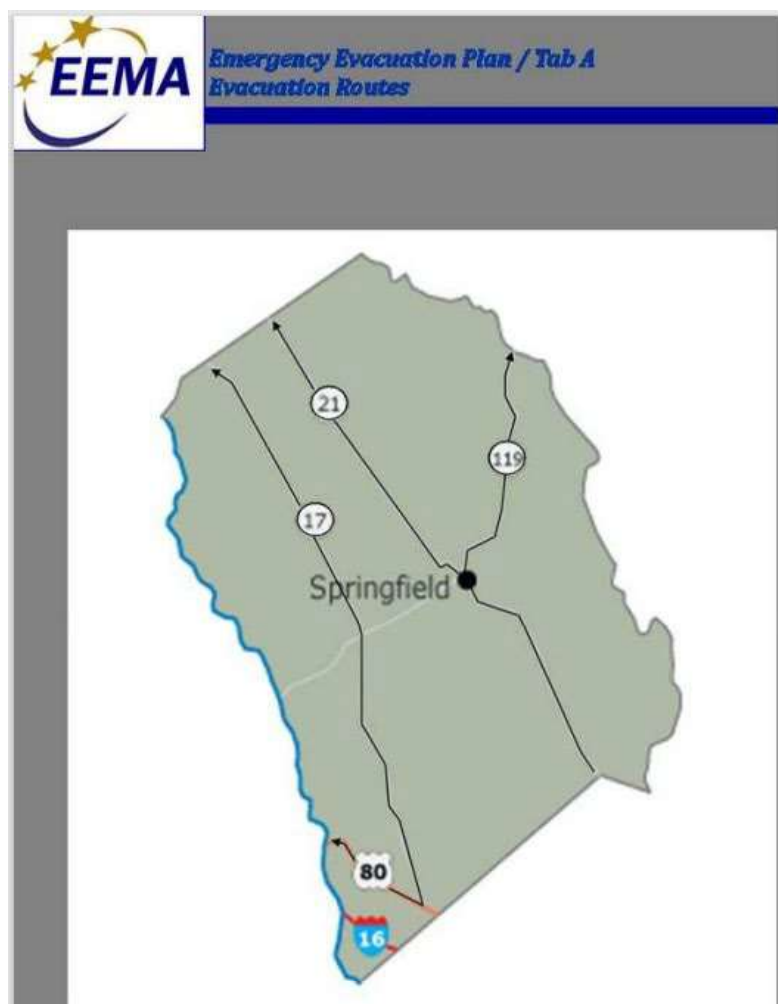


Figure 1-5: Effingham
Emergency Evacuation Routes

(Effingham County Emergency
Management Agency, 2013)

Climate change and the hazards, discussed in more detail in Chapter 3, may pose such a significant threat to human life and property that it is necessary for people to move from an area. People may be forced to leave their homes or voluntarily do so depending on the level of risk. Forced migration, also known as managed retreat, is a last resort, but is especially burdensome on vulnerable communities. Voluntary migration may be desirable for some people but unrealistic for those who don't have the resources to move from an area. Effingham County may require migration from some areas due to climate change, but migration into the county from ocean bordering coastal communities also should be carefully considered. The Savannah-Hinesville-Statesboro area was ranked number 13 in combined statistical areas with the largest net domestic migration increase between 2019-2020 and 2020-2021 (United States Census Bureau, 2022).

Increased development stress and roadway congestion from the rapidly expanding county of Chatham to the south will increase evacuation route pressure. New residential, commercial, and industrial development to the south and west of Route 119 in Effingham could also contribute to evacuation challenges. State routes 17, 21, 119, and U.S. Route 80 are the only evacuation routes for the tens of thousands of Effingham residents as well as those evacuating from direct ocean coastal counties. Figure 1-4 illustrates these evacuation routes and conveys the limited number of routes out of the County in case of emergency.

1.5.2 Multi-Jurisdictional Considerations

A1-b

The Cities of Guyton, Rincon, and Springfield and unincorporated Effingham County were active participants in the planning and input process. Stakeholders from all municipal areas were invited to attend the Planning Committee Meetings, and community members from across the county and cities were asked to assist in feedback on hazard impacts, mitigation measures, and plan review.

Some of the mitigation goals, objectives, and action items identified in this plan update apply to selected jurisdictions, while others apply to the entirety of Effingham County and all municipalities within the county. The Emergency Management Agency (EMA) Director will coordinate with the appropriate city agency personnel to execute multijurisdictional steps. The EMA Director does not have authority to implement items in the jurisdictions; however, the committee has chosen to coordinate communication efforts to implement and document progress towards goals with the EMA agency.

1.6 Effingham's Economy

Effingham County has experienced a steady increase in its total workforce over the past 20 years. It has long served as a bedroom community with most residents commuting outside the county for work. County officials hope to alter this pattern and encourage businesses to move to Effingham.

E1-a

1.6.1 Growth and Development

Effingham is among the fastest growing counties in Georgia. The economy continues to be primarily based around manufacturing with over 17% of the workforce being employed by construction companies (Effingham County Joint Comprehensive Plan, 2020). To accommodate this higher population, a prosperous, diverse economy is essential. The Georgia Department of Economic Development announced that "Sewon America would be investing in a new auto parts manufacturing facility," resulting in 740 manufacturing jobs in Rincon (Georgia Department of Economic Development,

2023). However, concerns have arisen in recent years about a lack of skilled workers in the County, which could hinder its future economic development potential. The 2020 Effingham County Joint Comprehensive Plan emphasizes the importance of offering an array of job opportunities and shifting its economy to focus more heavily on entertainment and hospitality.

Tourism could provide long-term benefits to Effingham's economic development. By bolstering and diversifying its economy, the County will have access to new forms of capital that can be used to defend against various hazards. Effingham's shift toward an entertainment-based economy will be directly impacted by natural hazards and climate change. Success in the hospitality and entertainment industry is heavily dependent upon weather. Heavy rains and flooding could pose a significant risk to this growing industry as tourists would be less likely to visit the area during large storms. However, the need for people to commute long distances during dangerous weather events could be minimized if businesses are clustered within the County. Man-made hazards may also impact the economy. Critical infrastructure and manufacturing sites can be targets of terrorist and cyberterrorist attacks while the Coronavirus Pandemic demonstrates that diseases may pose risks to the hospitality and entertainment industry in the future.

1.7 Effingham's Natural Environment

Effingham County has a primarily rural landscape with large expanses of open space and undeveloped land. A particularly large area of open space (approximately 20 square miles) is located along the County's southeastern border and acts as a buffer between developed areas and the Savannah River. Climate change is expected to have lasting impacts that increase the frequency and severity of extreme weather events. Elevated average temperatures in recent years depict an ongoing warming trend in Effingham County. The first half of 2023 has already been recorded among the warmest on record, but there have been higher temperatures in the region for over a decade. Changing weather patterns have not significantly altered Effingham's precipitation rates. Effingham continues to experience precipitation patterns that would be expected for the region.

1.7.1 Water Resources

Water resources provide residents with access to nature and invaluable outdoor recreation. Effingham County is located approximately 20 miles west of the Atlantic Ocean. The Savannah River creates a border between the County and South Carolina to the east with the Ogeechee River to the west. Freshwater wetlands are found throughout Effingham County. Estuarine conditions do not exist in any waterbody within Effingham County. Estuarine and marine wetlands exist just south of Effingham in Chatham County where the Savannah River meets the mouth of the Atlantic Ocean. Dozens of freshwater bodies are scattered across Effingham County, including Skinners Bay, Sam Hole Bay, Sawdust Bay, and Gryffin Lake, which contain scenic viewsheds and excellent fishing and boating opportunities. Effingham County's 15-Year Comprehensive Recreation and Parks Plan also mentions the R.B. Baker Lake and Walking Trail as an important recreational site for residents. Given the prevalence of waterbodies throughout Effingham, climate change has the potential to significantly alter the landscape and future recreational opportunities. Flooding is a primary concern, as discussed in depth in Chapter 3. To mitigate the burden on residents, the County participates in FEMA's Community Rating System (CRS), which provides a 15% discount on flood insurance for residents in exchange for the community to exceed National Flood Insurance Program requirements.

The Savannah River and Abercorn Creek currently have acceptable water quality measures, per the United States Geological Survey standards (USGS, 2023). However, future water quality could be compromised as a result of climate change. Higher temperatures have been associated with a loss of dissolved oxygen in freshwater bodies, which can cause fish and plant species to die off (EPA, 2023).

1.7.2 Open Space

Effingham County has large expanses of open space, recreation, and agriculture. Open space, agriculture, and undeveloped land account for nearly 80% of the County's land use. These areas provide residents and visitors with an escape from nearby cities and enhance Effingham's natural value. Forests and grasslands are particularly important habitats for a wide array of plant and animal species. However, forests have experienced a noticeable decline in tree cover over the past two decades (Global Forest Watch, 2023). This trend of tree decline will only be exacerbated in coming years as development pressure, invasive species competition, and climate change threaten the survival of existing forests.

1.7.3 Wildlife Habitat

Effingham County is rich with biodiversity given its warm, wet climate. The Georgia Department of Natural Resources lists over 30 species of "Rare Plant, Animal and Natural Plant Community Elements" in the Ogeechee and Savannah Rivers alone. The nutrient rich environment created as freshwater meets seawater makes for a unique habitat that supports many species. However, climate change will directly impact many of Effingham's threatened or endangered species. Major fluctuations in temperatures can be fatal for species, like the West Indian Manatee, that can only survive in a narrow range of temperatures (UCF, 2023). Changes to water quality and composition may also cause species loss. Meanwhile, native species may have to compete with invasive species for space and food. Warmer temperatures, as previously mentioned, can also cause plants to bud early. If plants sprout too early, there is a greater chance that they will freeze to death.

1.8 Effingham's Infrastructure

1.8.1 Transportation Systems

Effingham County does not have a public bus or train system, but the Effingham County Transportation Master Plan offers recommendations on connecting cities within and outside of the County through multi-modal transit options. Plans to expand existing pedestrian and bike paths throughout the County are intended to decrease reliance on vehicle use. Congestion has increased on several major roadways over the past decade, especially in the southern portion of the County. Officials have proposed upgrades to mitigate congestion and safety issues at 31 intersections. A significant contributor to the traffic issues are commuters. Over 21,000 people commute out of Effingham for work, mainly to Savannah (Effingham County Joint Comprehensive Plan, 2020). Freight routes are also expected to receive upgrades as truck routes are overcrowded and the region's population continues to increase. Transportation infrastructure can both act as a hazard and be impacted by other hazards. Changing weather patterns, man-made hazards, and a variety of other threats can damage transportation infrastructure and create dangerous conditions for users.

1.8.2 Stormwater & Drainage System

Municipal stormwater services are a primary responsibility of the Effingham County Department of Public Works. An internal Stormwater Management Division is tasked with undertaking a variety of activities, including planning, engineering, permitting, and maintaining the County's stormwater infrastructure. Effingham's wet climate requires a robust system for stormwater management. The creation of a stormwater utility, similar to an electric utility, where taxpayer money is collected to fund stormwater infrastructure and other related capital improvement projects, would ensure that all property owners were contributing directly, and equitably, to the maintenance of the municipality's stormwater projects. The 2022 budget of \$2,223,999 was primarily allocated to flood protection, bridge repair, and GIS inventory projects. Effingham's Stormwater Master Plan is the guiding document for addressing stormwater needs. As of March 2023, data was collected on the status of over 350 stormwater structures and 250 conveyances to ensure quality assurance. Stormwater flow data was also collected to inform projections of future stormwater flow patterns. The municipality is continuing to conduct conditions assessments and prepare rehabilitation and expansion plans for existing stormwater structures to address flooding and water quality issues. The analysis is expected to be completed by the end of 2023.

1.8.3 Water & Wastewater

Drinking Water

Effingham has a dedicated Department of Water Resources that maintains and regulates all water-related infrastructure, including drinking water, wastewater, and stormwater. Although there are multiple water providers, the County supplies drinking water from groundwater wells that tap into the Upper Floridian Aquifer and treated surface water from the Savannah I & D System. A variety of filtering mechanisms are utilized to ensure water quality standards are upheld. All contaminants are proven to be within an acceptable range and posed no threat to residents, except Haloacetic Acids (HAA5) and Total Trihalomethanes (TTHMs), which did not reach the threshold for a violation but are still high enough to impact vulnerable populations (Annual Water Quality Report, 2021).

Wastewater

The Wastewater Reclamation Facility located in Effingham County is a unique sanitary system that returns filtered wastewater back to consumers instead of it being discharged into waterways. Rincon proposed a \$9,000,000 wastewater treatment plant expansion project in late 2022 that would increase its capacity to two million gallons. The Georgia Department of Natural Resources found no significant threat to the public water supply or any other long-term negative impacts that would result from this project (Georgia Department of Natural Resources, 2022).

2.0 PLANNING PROCESS



What information will I find in this chapter?

Chapter Two explains the hazard mitigation planning process, the timeframe and the participants, as well as the opportunities for stakeholders and the public to be involved. Existing plans, studies and reports that were reviewed are cited and incorporated. (Requirements 44 CFR § 201.6(c)(1), 44 CFR § 201.6 (b)(3))

Table 2-1: Chapter 2 Summary of Changes

Chapter 2 Section	Updates to Section
Document Review	No modifications
Mitigation Planning Committee	Updated to reflect new members
Public Engagement & Outreach Strategy	Updated to reflect engagement efforts for the 2023 plan update
Final Plan Review	Updated to include list of plan reviewers
FEMA Review Tool	Updated Text to reflect 2022 Local Hazard Mitigation Planning Policy Guide, effective April 19, 2023

2.1 Document Review

The Effingham County Joint Hazard Mitigation Plan Update (HMP) is intended for local government officials, the citizens of Effingham County, various organizations, scientists, and any other individuals or institutions who may be interested in planning and preparing for natural disasters. The plan connects local viewpoints and experiences with reliable climate data to provide a well-rounded picture of Effingham County's current status regarding natural disasters and its future trajectory.

A2-a

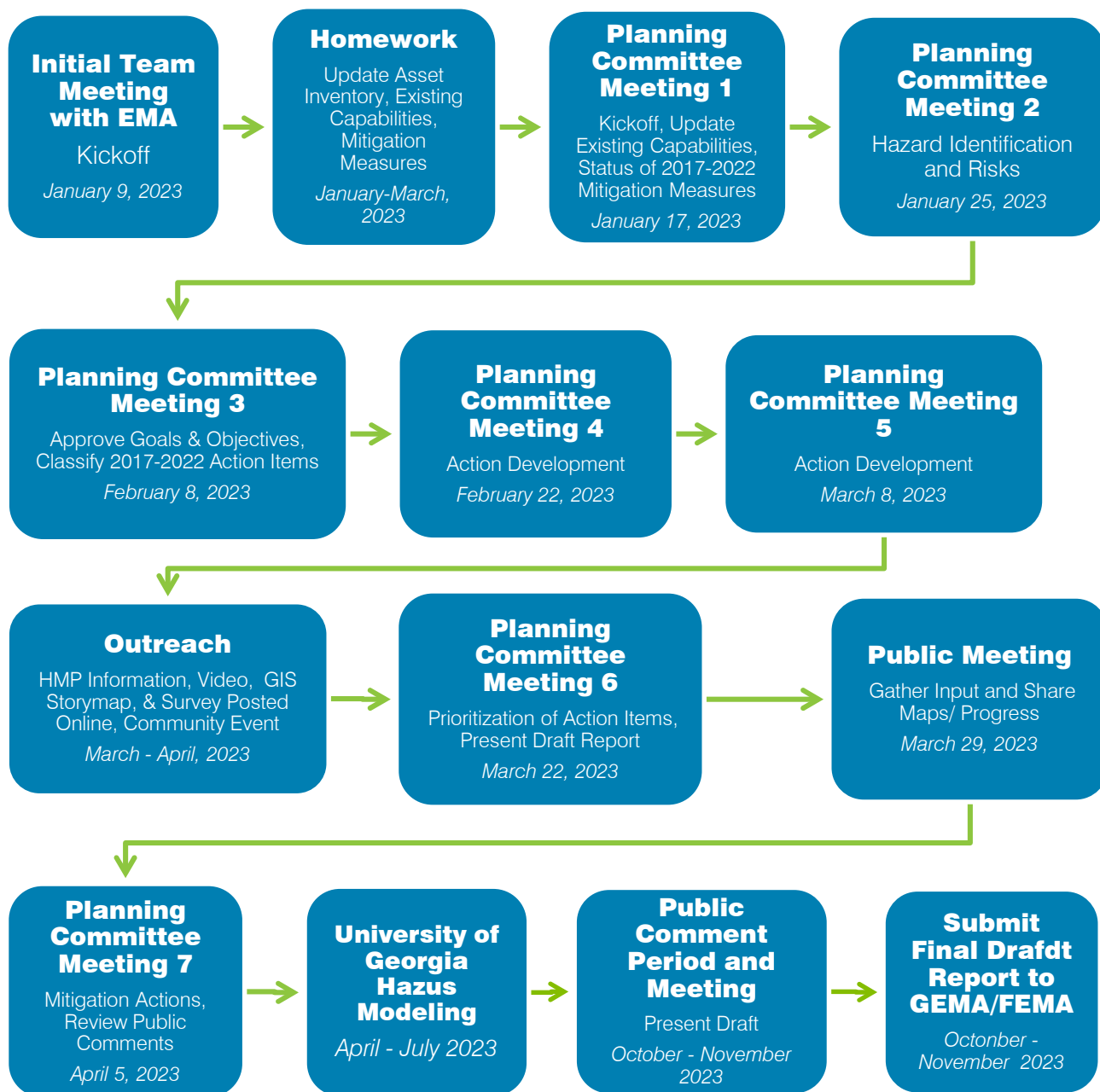


Figure 2-1: 2023 Effingham County HMP planning process at a glance

2.2 Mitigation Planning Committee

A2-a

Development of the updated 2017 Effingham County Hazard Mitigation Plan was a concerted effort on the part of Effingham County and the Cities of Guyton, Rincon, and Springfield. The County of Effingham convened stakeholders for the Mitigation Planning Committee ("the Committee"). The Committee met every other Wednesday between January and April to review and update sections of the previous plan,

set goals and objectives, provide input on historic hazard events, and develop and prioritize mitigation actions. The committee provided regular input between meetings through email, and they played an important role in identify critical infrastructure and community lifelines, involving key stakeholders that were missing from initial meetings, capturing the County's capacity to mitigate hazards alongside ongoing operations.

A1-a

The Committee consisted of individuals and organizations from the public and private sectors of Effingham County and other knowledgeable entities that would have a special interest in protecting the health, life, property, and overall well-being of the citizens of Effingham County. The five primary categories of stakeholders who were provided the opportunity to sit on the Planning Committee are as follows:

- Local and regional agencies involved in hazard mitigation activities
- Agencies that have the authority to regulate development
- Neighboring communities
- Representatives of businesses, academia, and other private organizations
- Representatives of nonprofit organizations, including community-based organizations, that work directly with and/or provide support to underserved communities and socially vulnerable populations, among others

The Planning Committee included stakeholders from Effingham's previous Hazard Mitigation Plan as well as new concerned citizens. Effingham citizens, local and regional agencies focused on hazard mitigation, planning agencies, neighboring community officials, academic institutions, entities regulating development, regional entities, and non-profit organizations were given the opportunity to participate in the planning process. Table 2-2 lists representatives who participated in the planning process by attending Planning Committee meetings, responding to and reviewing plan materials, and assisting in outreach.

A1-b

Table 2-2: Mitigation Planning Committee Members

Last Name	First Name	Title	Affiliation
Achtziger	Kristen	Chief Operating Officer, EOM	EOM
Ball	Amber	Maintenance / Public Works	County of Effingham
Barnes	Mark	Director of Finance	County of Effingham
Bazemore	Cynthia	Effingham County Tax Commission	County of Effingham
Breletic	Chief James	Chief of Police	City of Guyton
Brown	Billy	Chief Ranger, Georgia Forestry Commission	State of Georgia
Brown	Meketa	City Clerk	City of Guyton

Last Name	First Name	Title	Affiliation
Bruton	Alison	Purchasing Director	County of Effingham
Callanan	Tim	County Manager	County of Effingham
Carroll	Kerrie	Effingham County Board of Education	County of Effingham
Concannon	Teresa	Planning Department Manager and Floodplain Administrator (<i>*former</i>)	County of Effingham
Cook	David	EOM Public Works / Field Operations Director	EOM
Cruikshank	Matthew	Deputy Director Information Technology	County of Effingham
Deen	Russ	Mayor	City of Guyton
Dunnigan	Katie	Zoning Manager, Development Services	County of Effingham
Dyson	Clyde	EOM Public Works	EOM
Exley	David	Coroner	County of Effingham
Fernald	Chelsie	Planner II, Development Services	County of Effingham
Frazier	Danny	Effingham County GIS Technician	County of Effingham
Groover	Neal	Tax Assessor: Chief Appraiser	County of Effingham
Grovenstein	Cynthia	Public Health Nurse at State of GA	State of Georgia
Hodges	Clint	Fire Chief and Emergency Management Agency Director	County of Effingham
Hosalla	Pete	Captain, Sheriff's Office	County of Effingham
Hunter Kelly	LaMeisha	Effingham Health: Executive Director Strategic Business Development and Governmental Relations	County of Effingham
Jenkins	Hannah	Fire Captain	County of Effingham
Johnson	Stephanie	County Clerk	County of Effingham
Kessler	Ashley	Building Official, Development Services	County of Effingham

Last Name	First Name	Title	Affiliation
Lastinger	Mark	Public Information Officer	County of Effingham
Lewis	Teri	Director of Planning and Development	City of Rincon
Lonon	Jeff	Director of Recreation	County of Effingham
Mausolf	Sarah	Director of Human Resources	County of Effingham
Melser	Pamela	GIS Manager	County of Effingham
Phillips	Erin	Community Development Director	City of Springfield
Phillips	Kayla	Process Manager, Building & Permitting	County of Effingham
Reed	Chris	IT Director	County of Effingham
Reed	Lou	Fire Chief	City of Rincon
Ryan	Fred	Maintenance / Public Works	County of Effingham
Shelton	Lorna	Director, Effingham County Animal Shelter	County of Effingham
Smith	Shanna	Emergency Management Coordinator	County of Effingham
Spinks	Jay	Director Effingham 911	County of Effingham
Stanley	Angela	Project Manager, Engineering	County of Effingham
Thompson	Lt.	Effingham County Prison	County of Effingham
Todd	Marie	Executive Assistant to County Manager	County of Effingham
Walker	Victor	Effingham County Prison: Warden	County of Effingham
Warner	Chearae	E-911 Deputy Director	County of Effingham
Zeigler	Jackson	Assistant Director, Senior Center	County of Effingham

Stakeholder feedback ensured the plan addressed their most pertinent concerns and formed the basis for the plan's goals and mitigation options. Equity was a fundamental guiding principle of the plan and was implemented throughout the planning process. Special care was taken to invite individuals and organizations that could speak for underserved and historically underrepresented communities within

the county. Initial reach-out occurred through email, and those missing from the conversation were followed up with via individual emails and phone calls. All participants received email notices of meetings with an agenda attached, and meetings were followed up with materials for review. A list of those invited for the update process can be found in Appendix A.

Table 2-3: Mitigation Planning Committee Meeting Schedule

Meeting Number	Topic	Date	Number of Attendees
1	Kickoff & Data Review	January 17, 2023	32
2	Hazards & Risk	January 25, 2023	16
3	Past Mitigation Actions	February 8, 2023	18
4	Action Development (Pt 1)	February 22, 2023	26
5	Action Development (Pt 2)	March 8, 2023	10
6	Action Prioritization	March 22, 2023	13
7	Review of 2023 Strategies	April 5, 2023	10
8	Draft Plan Review	DATE	X

A3-a

2.3 Public Engagement and Outreach Strategy

Effingham County developed a robust public engagement and outreach strategy aimed at reaching an extensive range of community members. Equitable public engagement was important for this project, and the engagement and outreach team prioritized a variety of techniques to fulfil this goal. Engagement techniques ranged from website and social media postings, interactive map-based webpages, in-person material distribution, and public meetings. Community members were able to provide feedback through survey responses and in-person conversations. The planning committee assisted by distributing materials among family, friends, and colleagues.

Local organizations and non-profits including United Way and Family Connection Collaborative assisted in distributing outreach and engagement materials to the community, with outreach focused on historically underserved persons. Effingham County Senior Citizens Center and Effingham County schools also assisted in distributing flyers, website links, and surveys to their contact lists.

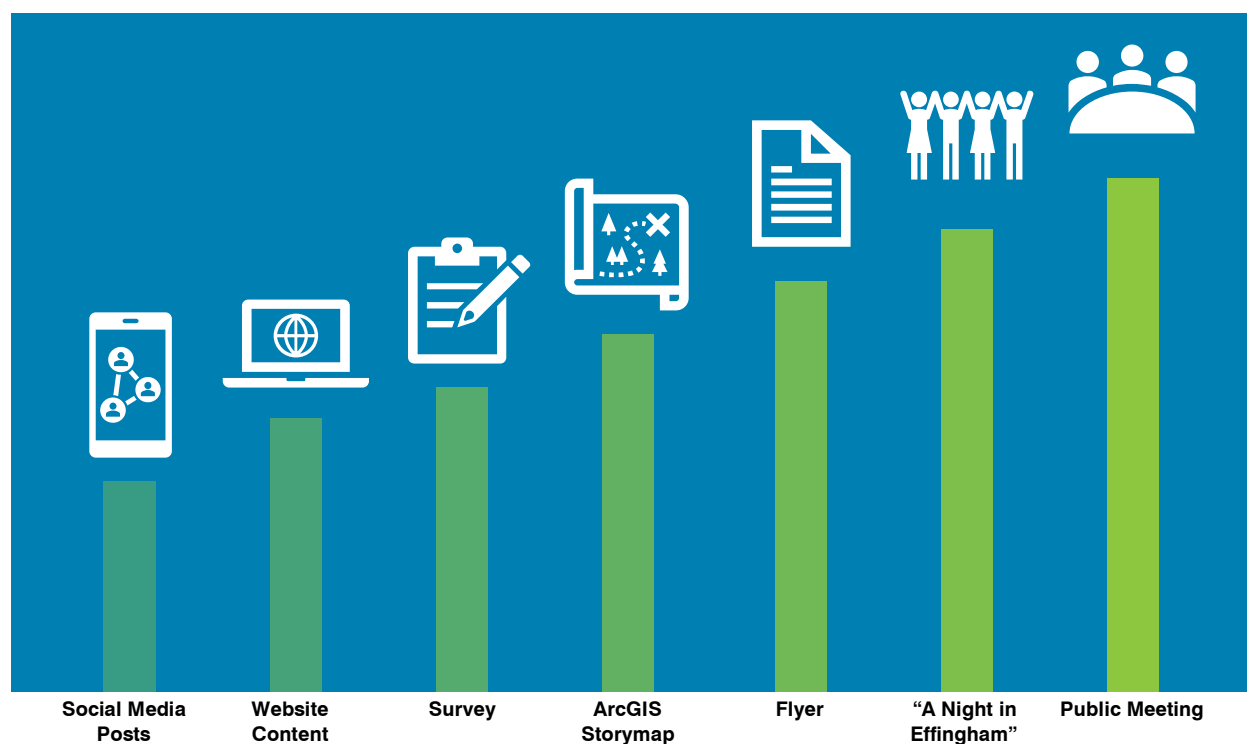


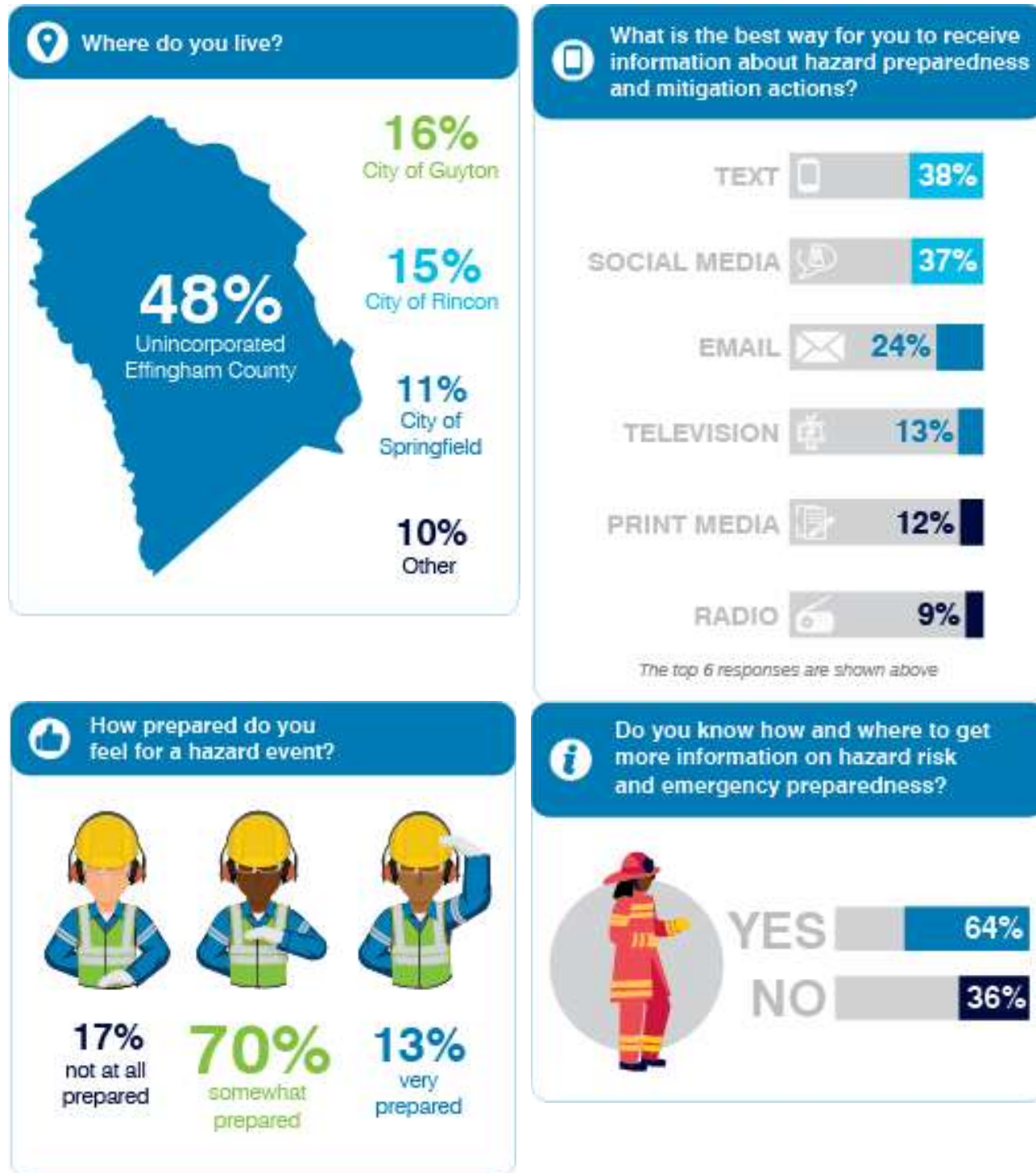
Figure 2-2: A diagram of engagement formats

The engagement and outreach team developed content for social media posts that could be shared periodically throughout the process to inform the local community on advancements in the planning process and give them opportunities to provide feedback. A project webpage was created to keep the community informed on the planning process and any engagement materials that were available. All update information was posted as an Effingham County website "News Flash," which distributes a notification to all community members who have joined the mailing list.

During the planning process, a survey was posted to gather information from the community about their experience with hazards in Effingham County. The survey was intended to gauge the level of preparedness in Effingham County, in addition to gauging the community's top concerns regarding hazards. The survey was distributed widely and received 86 total responses.

A copy of the survey can be found in Appendix C.

Respondents were asked introductory questions, revealing that most participants were from Effingham County and felt somewhat prepared for a hazard event.



Respondents were also asked specific questions about hazards and mitigation actions. Hazardous material spills were identified as the top hazard of concern.

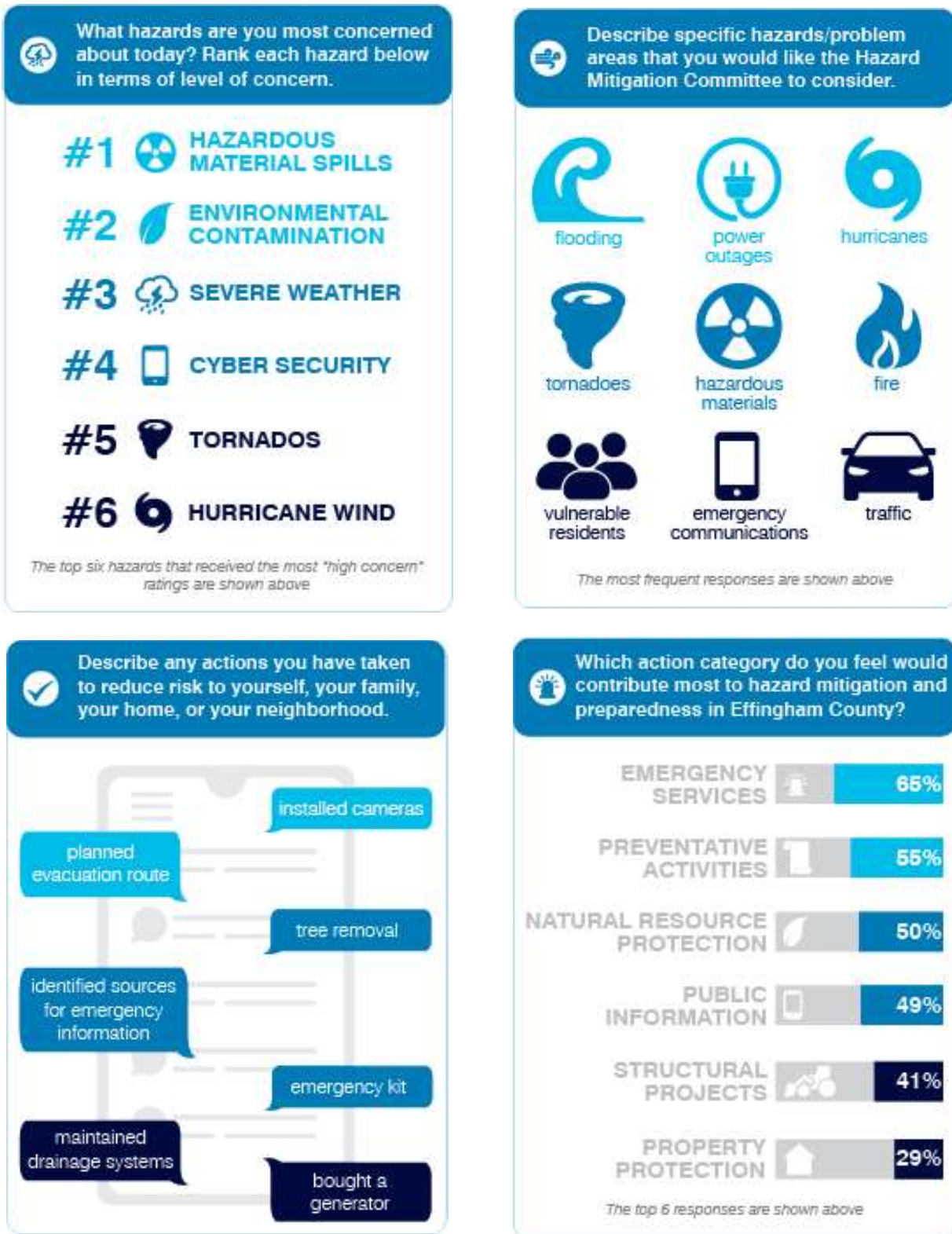


Figure 2-3: Visualizations of survey responses

The engagement and outreach team also created an ArcGIS Storymap that provided detailed information on the background of hazard mitigation planning and the process in Effingham County, climate change and hazards experienced in Effingham County, and interactive maps and graphics showing hazard impacts. A link to the Storymap ([Effingham County Hazard Mitigation Plan Update \(arcgis.com\)](https://arcgis.com)) was shared at the HMP Committee Meetings, through direct emails to stakeholders, on the County's main website landing page, through social media and on the County's Emergency Management website. Also see Appendix C.



The Effingham Chamber of Commerce put on the annual “Night in Effingham” in downtown Springfield on March 24, 2023. This event features food, drinks, and a downtown street party alongside local shops and vendors. Emergency Management Staff assisted by the Weston & Sampson Engagement and Outreach team took the opportunity to set up a table with informational flyers and paper surveys and spent the evening talking with community members about their thoughts on hazards impacting Effingham County. During this event, the team spread the word about the upcoming

public meeting to review and provide feedback on the draft Hazard Mitigation Plan.

On March 29th, a public meeting was held to gather additional public input and share progress about the draft of the Hazard Mitigation Plan. The meeting was held at 6 pm at the Effingham County Administrative Complex on South Laurel Street. The meeting was advertised on social media, the project webpage, and via flyer at the Night in Effingham engagement event.

The draft Hazard Mitigation Plan was posted on the project webpage on date for public review, along with a form to submit comments. The public meeting was held on __DATE__ at 6 pm, at the Effingham County Administrative Complex on South Laurel Street. The meeting was advertised for XX weeks on the website. There were XX people in attendance. Participants had comments. Forms were also provided for the public to provide written comments.

Copies of engagement and outreach materials are included in Appendix D.

2.4 Final Plan Review

The Planning Committee reviewed the final Hazard Mitigation Plan Update, along with INCLUDE ALL GROUPS THAT REVIEWED (cross reference any list or appendix with stakeholders):

2.5 FEMA Review Tool

All aspects of the planning process were created and implemented in accordance with the updated [FEMA Local Mitigation Planning Policy Guide](#) (2022 version, and effective April 19, 2023). The FEMA Local Mitigation Review tool has been filled out to help guide the development of the plan and to ensure that the planning elements are captured. **Please see page xi.**

3.0 HAZARD PROFILES



What information will I find in this chapter?

Chapter Three includes a description of the type, location, and extent of natural hazards effecting the communities and information on previous occurrences and probabilities of hazard events. (Requirement 44 CFR § 201.6(c)(2)(i))

Table 3-1: Chapter 3 Summary of Changes

Chapter 3 Sections	Updates to Section
Inland Flooding	Updated extent, locations of previous occurrences, and future probability. Added information on how inland flooding events will be impacted by climate change in the future.
Dam Failure	Created new subsection
Coastal Hazards	Created new subsection
Hurricanes	Updated extent, locations of previous occurrences, and future probability. Added information on how hurricane events will be impacted by climate change in the future.
Wind	Created new subsection
Tornadoes	Updated extent, locations of previous occurrences, and future probability. Added information on how tornado events will be impacted by climate change in the future.
Severe Weather	Updated extent, locations of previous occurrences, and future probability. Added information on how severe weather events will be impacted by climate change in the future.
Severe Winter Weather	Created new subsection
Geologic Hazards	Created new subsection
Seismic Hazards	Created new subsection

Chapter 3 Sections	Updates to Section
Extreme Heat	Created new subsection
Drought	Created new subsection
Wildfire	Updated extent, locations of previous occurrences, and future probability. Added information on how wildfire events will be impacted by climate change in the future.

According to FEMA, natural hazards are a source of harm or difficulty created by a meteorological, environmental, or geological event. Natural hazards, such as flooding and earthquakes, impact the built environment, including dams and levees (FEMA, 2022). Natural hazards have the potential to damage built infrastructure, natural systems, community assets, and historic and cultural resources. Each natural hazard has a varied risk profile based on the factors listed below:

- Severity of the hazard
- Extent of impact
- Probability of occurrence
- Potential vulnerability of existing infrastructure

A profile was created for each hazard to provide information that can aid in determining the level of risk. To facilitate easy access to information within the plan, each profile follows the same structure with the following components:

B1-a

Description: A description for each hazard was developed with information from the 2019 GHMS, 2017 Effingham County HMP, and input from the Planning Committee.

B1-d

Previous Hazard Events: A list of documented hazard events since the last update based on available information.

B1-c

Extent (Magnitude/Intensity): FEMA defines extent as “the range of anticipated intensities of the identified hazards” (FEMA, 2022). This can be expressed in charts, scales, or other systems of measurement, as relevant to the County.

B1-b

Probability: Probability refers to the likeliness of a hazard occurring over a given period of time based on previous hazard events, often expressed as frequency. For example, a very low frequency may include hazards that occur less than once every 1,000 years.

B1-f

Location: The geographic boundaries of a hazard may include an area larger or smaller than the County or Cities themselves. This includes the jurisdiction(s) that may be impacted.

B1-e

Future Hazard Events and Climate Change: Climate projections indicate a change in long-term weather patterns. This section examines how climate change may impact the probability of natural hazard events occurring and to what degree change may occur.

Extent (Magnitude/Intensity): The extent of a hazard event may differ from previous occurrences. For example, the intensity of precipitation-based events are expected to increase in the future.

Probability: The probability of a hazard may differ from previous occurrences. For example, the likelihood of heat waves are expected to increase in the future.

Location: The location of a hazard event may differ from previous occurrences. For example, the extent of coastal flooding may change as a result of sea level rise.



Inland flooding



Dam Failure



Coastal Hazards



Hurricane Wind



Wind



Tornadoes



Severe Weather



Severe Winter Weather



Geological Hazard



Seismic Hazard



Extreme Heat



Drought



Wildfire

The level of available data and documentation varies for each hazard, resulting in varying degrees of profile robustness. In instances where data were readily available or documented, hazard profiles were updated to include information from:

- Local, State, and National Hazard Mitigation Resources
- Local and National Hazard and Weather Event Databases
- Workshop and Survey Results
- Georgia Chapter of Government Management Information Sciences (GMIS) Risk Assessment
- Geographic Information System (GIS) Assessments
- Hazus 6 Software Analysis

3.1 Inland Flooding



3.1.1 Description

Flooding is an overflowing of water onto land that is normally dry ([NOAA, 2023](#)). Inland flooding occurs when water overflows from rivers, streams, and wetlands, and/or overwhelms manmade stormwater systems such as culverts and catch basins. Inland flooding, categorized as either riverine or stormwater, poses a major threat to the County of Effingham (GEMA, 2019). Inland flooding may occur as a result of

- high-intensity short-duration rainfall
- rainfall over multiple days
- severe weather events (discussed in Section 3.7: Severe Weather)
- failure of dams or levees (discussed in Section 3.2 Dam Failure).

According to NOAA, “Flash floods are the most dangerous kind of floods, because they combine the destructive power of a flood with incredible speed. Flash floods occur when heavy rainfall exceeds the ability of the ground to absorb it. They also occur when water fills normally dry creeks or streams or enough water accumulates for streams to overtop their banks, causing rapid rises of water in a short amount of time. They can happen within minutes of the causative rainfall, limiting the time available to warn and protect the public.” (NOAA, 2023).

3.1.2 Previous Inland Flooding Occurrences

There have been no federally declared disasters related only to floods in Effingham County since the last Hazard Mitigation Plan update was drafted in 2016. Flooding as part of additional disaster declarations related to hurricanes and tropical storms are included in Section 3.4: Hurricane and in Section 3.7: Severe Weather, respectively. A list of flood and flash flood events prior to 2016 can be found in the previous HMP update. Historic flood events documented in the past HMP noted that many yards, basements, and roads were flooded.

Extent

In the Southeast, the number of days with three or more inches of precipitation has been historically high over the past 25 years, with the 1990s, 2000s, and 2010s ranking as the decades with the 1st, 3rd, and 2nd highest number of events, respectively (Figure 3.1). More than 70% of locations that record precipitation show upward trends in precipitation since the 1950s (USGCRP, 2018).

This is also reflected in the rainfall depths associated with stormwater design standards. Figure 3.2 illustrates the increase in intensity of rainfall associated with the 6-hour 10-year event and the 24-hour 100-year event from 1961 and 2015.

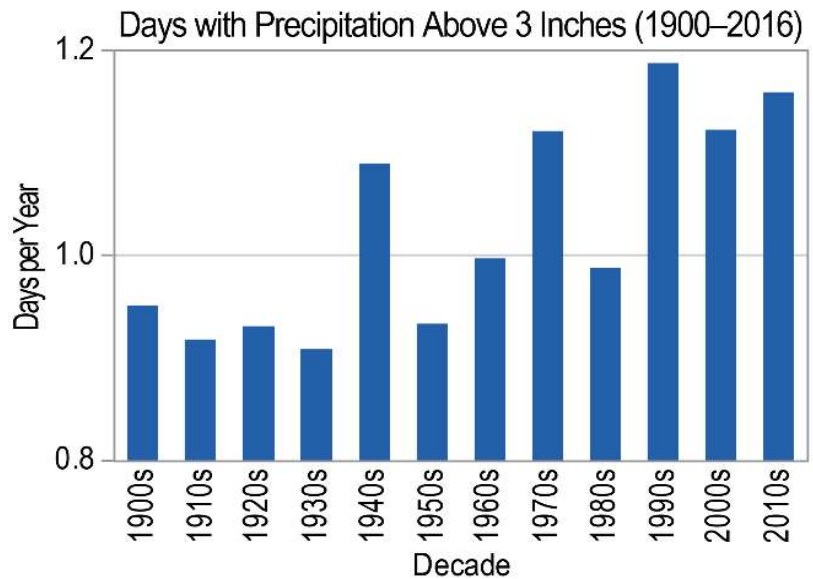


Figure 3-1: Days with Precipitation Above 3 inches

(USGCRP, 2018)



Figure 3-2: Stormwater Design Standards (NOAA TP 40, 1961 and NOAA, 2015)

Probability

There are many areas that flood frequently based on their low-lying location, surrounding development and infrastructure, and proximity to waterbodies (see Location).

Georgia tends to receive maximum rainfall in the mid to late summer because of tropical cyclones and convective thunderstorm activity (GEMA, 2019).



Figure 3-3: The financial impact of flooding

Effingham County is in the process of drafting a Stormwater Master Plan, to be published at the end of 2023. The plan will include information on the status of stormwater structures and conveyances and will develop an existing conditions flood model based on collected field data, site characteristics, current development, and existing GIS information.

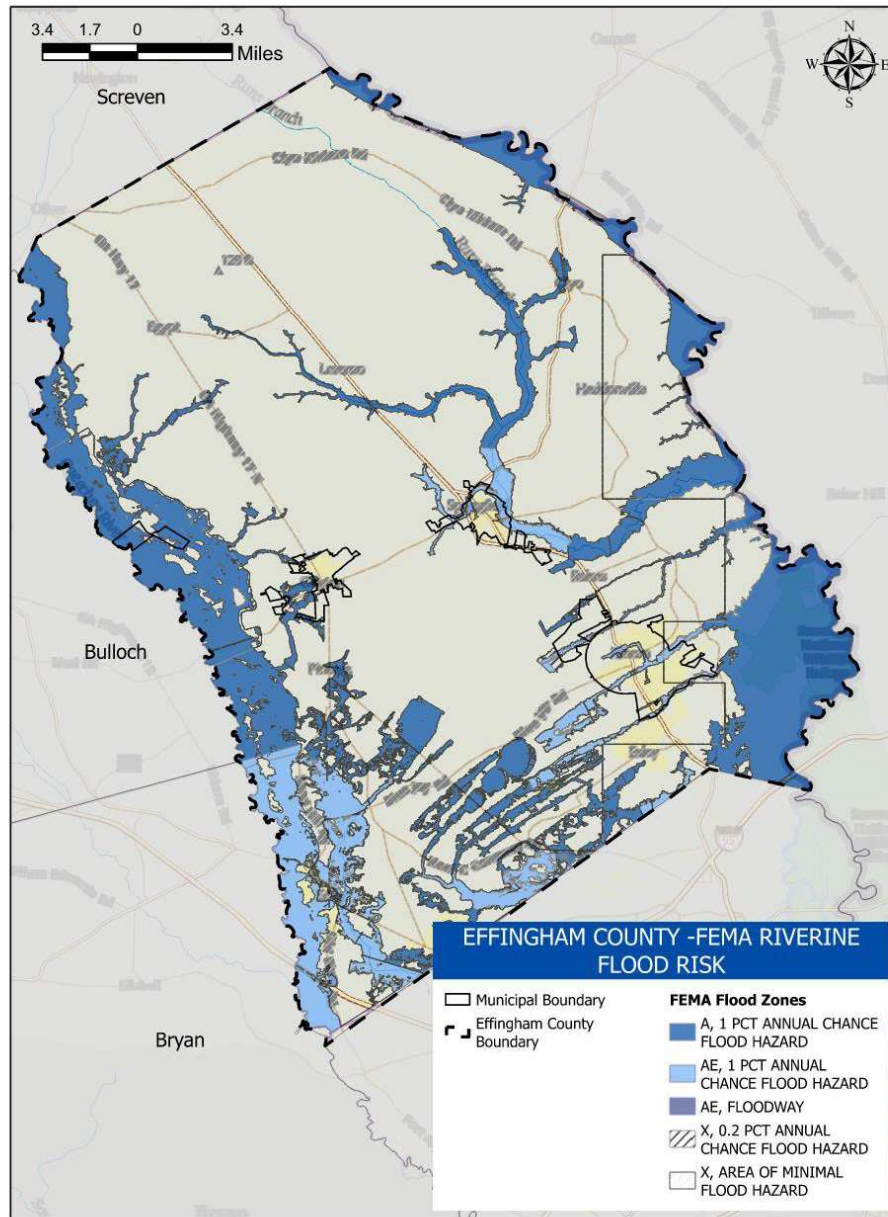
The model will be used to understand flooding under different rainfall scenarios and used to prepare a 20-year development plan, including zoning and land use updates. The model will be updated with the proposed land use for the 20-year buildout to visualize future impacts of flooding, and to better understand where flooding will occur within the County and Cities.

Location

The county is located in a low-lying coastal area, with the Savannah River bordering the county on the northeast, and the Ogeechee River on the southwest. Many parts of Effingham County lay in a known floodplain, which is a low-lying, flat area of land near a body of water that tends to become flooded during high frequency and/or high intensity rain events. As part of this HMP update, participants were asked to note locations where they have experienced repeated flooding during the Committee Meetings and Public Meeting, as well as through the public survey. These locations included:

- Stormwater flooding from rapid industrialization (specifically Old Augusta Road)
- Route 30
- Westwood Heights
- Blue Jay Subdivision
- Oxford Subdivision
- Boyd Plantation
- Rahn Street
- Crossgate Subdivision and intersection with Highway 119
- Gracen Road

The FEMA National Flood Insurance Program's (NFIP) Flood Insurance Rate Maps (FIRMs) designate areas likely to experience flooding. High-risk zones, also called Special Flood Hazard Areas (SFHAs) or 100-year flood zones, start with an A or V, and moderate- to low-risk zones start with B, C, or X (Non-Special Flood Hazard Areas).



Weston & Sampson

Figure 3-4: Effingham County Flood Hazard Areas

3.1.3 Inland Flooding and Climate Change

Inland flooding is likely to increase in the future with the following changes in our climate:

- more frequent and/or intense precipitation, which may overload soil absorption and ability of waterbodies to infiltrate and drain flood water (USGCRP, 2017).
- more frequent and/or intense severe storms (discussed in Section 3.7: Severe Weather)

- higher temperatures resulting in greater evaporation, thus increasing atmospheric moisture and the potential for rainfall
- rising sea levels (GEMA, 2019).

Extent of Inland Flooding due to Climate Change

According to the published data from the Climate Explorer Tool (U.S. Federal Government, 2023), the annual number of days with extreme precipitation is estimated to increase in the future in Effingham County, as shown in Table 3-2.

Table 3-2: Projected changes in annual precipitation in Effingham County

Precipitation Parameter	Baseline	2025s		2050s		2075s	
	(1950-2013)	(2010-2040)		(2035-2065)		(2060-2090)	
		Low Emission (RCP4.5)	High Emission (RCP8.5)	Low Emission (RCP4.5)	High Emission (RCP8.5)	Low Emission (RCP4.5)	High Emission (RCP8.5)
Number of days with precipitation >1" inches	8.5	8.3	8.7	8.6	9.1	9.0	9.4

Source: (U.S. Federal Government, 2023)

Probability of Inland Flooding Due to Climate Change

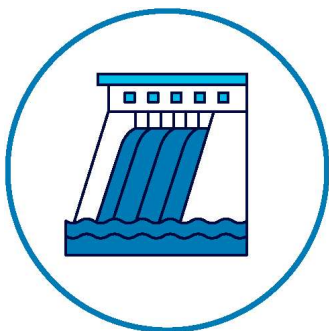
Climate projections indicate an increase in extreme precipitation under both low and high emissions scenarios (RCP4.5 and RCP8.5). By the end of the century under a high emissions scenario, projections indicate approximately twice the number of heavy precipitation events (two-day precipitation events with a 5-year return period). Projections also indicate a 21% increase in the amount of precipitation falling on the heaviest precipitation days (days with a 20-year return period) (USGCRP, 2018).

Location of Inland Flooding Due to Climate Change

Although future inland flooding may affect the entire county, low lying areas, areas next to waterbodies, rivers will be more susceptible to flooding. If no actions are taken, then the existing floodplains may expand, putting areas that have not historically flooded at risk.

Existing flood map boundaries account only for historic flood data, and do not include future flood risk. Therefore, many areas are being developed without taking into consideration future flood impacts in the area both due to increasing frequency of intense storms, as well as the loss of flood storage due to the new development.

3.2 Dam Failure



3.2.1 Description

Dams are manmade structures that store and/or control water. A dam failure is an uncontrolled release of water over or through a dam as a result of natural hazards (such as intense rainfall and/or earthquakes) and/or structural failures or deficiencies in the dam, often caused by improper design, construction, and maintenance.

3.2.2 Previous Dam Failure Occurrences

There have been no dam failures reported in Effingham County since 1952, according to the Georgia Hazard Mitigation Strategy (GEMA, 2019).

Extent

Dam failures can range from minor to catastrophic. The chart below displays dam classification from the National Dam Safety Program (NDSP) and the Georgia State Hazard Mitigation Strategy.

Table 3-3: Dam Classification

Classification	Loss of Human Life	Economic, Environmental, or Lifeline Loss
High	Probable, >1	Yes (not necessary for classification)
Significant	None expected	Yes
Low	None expected	Low and generally limited to owner

(GEMA, 2019)

According to the Georgia Department of Natural Resources, there are 17 dams in Effingham County, as listed in Table 3-3. The dams in Effingham County are all classified as Category II dams, which are dams with no occupied structure identified in the dam failure zone. These dams have low or limited economic, environmental, and lifeline losses probable (FEMA, 2004). There are no Category I dams in Effingham

County, which are dams that could result in a probable loss of human life. Category I dams are the only dams that require an Emergency Action Plan.

Probability

Due to there being no reported dam failures in Effingham County, the current dam failure frequency is very low. The integrity of older dams is decreasing due to age and potentially the lack of regular maintenance, and as downstream development continues to grow, the potential damage incurred by dam failures is increasing (GEMA, 2019)

Location

No dam failures have occurred in Effingham County. There are no Category I dams located upstream of Effingham County that could pose a risk to the community.

3.2.3 Dam Failures and Climate Change

“Aging and deteriorating dams and levees ... represent an increasing hazard when exposed to extreme or, in some cases, even moderate rainfall. Several recent heavy rainfall events have led to dam, levee, or critical infrastructure failures, including the Oroville emergency spillway in California in 2017, Missouri River levees in 2017, 50 dams in South Carolina in October 2015 and 25 more dams in the state in 2016, and New Orleans levees in 2005 and 2015. The national exposure to this risk has not yet been fully assessed.” (USGCRP, 2018)

Table 3-4: Dams in Effingham County, GA

Dam Name	Classification	Dam Height	Max Storage	Latitude DD	Longitude DD	Ownership
Ash Cell A Dam	II	14.00	127.00	32.349111	-81.173278	Commercial
Ash Cell B Dam	II	22.00	119.00	32.348889	-81.172889	Commercial
Ash Cell C Dam	II	36.00	108.00	32.348694	-81.172389	Commercial
Big T Pond Dam	II	17.00	119.00	32.368056	-81.341389	Private
Burns Pond Dam	II	11.00	280.00	32.527778	-81.405000	Private
Georgia-Pacific Consumer Products Pond Dam	II	15.00	200.00	32.328889	-81.189722	Commercial

Dam Name	Classification	Dam Height	Max Storage	Latitude DD	Longitude DD	Ownership
Graham Pond Dam	II	14.00	117.00	32.433889	-81.488056	Private
Griffin Lake Dam	II	17.00	1262.00	32.413889	-81.469444	Private
Lakeside Farms Community Pond Dam	II	10.60	194.00	32.157500	-81.326389	Commercial
Morgan Pond Dam	II	14.00	162.00	32.439444	-81.408333	Private
Morgan's Fish Pond Dam	II	18.00	121.00	32.527222	-81.305556	Private
Morgans Pond Dam	II	10.00	205.00	32.192778	-81.341667	Private
Rahn Pond Dam	II	26.00	59.00	32.445094	-81.221667	Private
Rahn Pond Dam	II	26.00	59.00	32.445094	-81.221667	Private
Stokes Pond Dam	II	13.00	134.00	32.496111	-81.510556	Private
Webb Pond Dam	II	29.00	172.00	32.447778	-81.222778	Private
Wilson Pond Dam	II	14.00	292.00	32.527222	-81.393611	Private

(DNR, 2019)

3.3 Coastal Hazards



3.3.1 Description

While Effingham County does not have shoreline on the Atlantic Coast, it may still be affected by coastal hazards such as coastal flooding, storm surge, tsunamis, and sea level rise. Effingham County is linked to tidally-influenced coastal waters through the Savannah River to the northeast and the Ogeechee River to the southwest.

Along the Georgia Coast, the tidal variation or total height difference between low tide and high tide can be as much as 10 feet (5 feet above sea level during high tide, and 4.5 feet below sea level during low tide) during spring tides. The National Hurricane Center (NHC) defines storm surge as “an abnormal rise in sea level accompanying a hurricane or other intense storm, and whose height is the difference between the observed sea surface and the level that would have occurred in the absence of the cyclone” (GEMA, 2019).

After an earthquake or volcanic activity occurs in the ocean, a tsunami may form. Tsunamis are a series of long, traveling waves, with amplitudes reaching up to 100 ft. As they approach shallower water and land, however, they are often no more than 10 ft in height, and slow to speeds of 20 to 30 mph (NOAA, 2018). The prior HMP update did not include mention of tsunamis, likely due to the rarity of occurrence for the County.

3.3.2 Previous Coastal Hazards Occurrences

As of March 2023, there have been no recorded coastal hazard events in Effingham County according to NOAA’s storm event database and SHELDUS data (NOAA, 2023). Research conducted by NOAA and USGS, for the US and Territories National Tsunami Hazard Assessment indicates that there have been no occurrences of a tsunami in Georgia (NOAA/USGS, 2015a). Coastal Georgia has experienced over 10 inches of sea level rise since 1935 (Georgia Climate Project, 2020).

Extent

Depending on the size and strength of the storm, storm surge can reach inland for miles along a vast span of coastline. Storm surge will often appear somewhat suddenly, and its rapid onset is the major contributor to deaths associated with storm surge. The duration of the surge event depends on the depth of the surge and other environmental factors such as drainage capability. The water from storm

surge may remain for days in certain areas. Although less common in Georgia, nor'easters and strong winter storms can result in elevated water levels (discussed further in Section 3.8: Severe Winter Weather). While not as high at their peak, surges from these events can be more destructive over a sustained period of time (GEMA, 2019).

Probability

The frequency of storm surges greatly depends on the frequency of hurricanes with the ability to produce the surge. The frequency of coastal hazards in Effingham County is currently very low. According to the FEMA National Risk Index, the annualized frequency of coastal flooding in Effingham County is 0.2 events per year, with no events on record.

Location

Limited information is currently available pertaining to the location of coastal flooding in Effingham County. Although Effingham County is a tidally influenced county, it has not yet been mapped for sea level rise or coastal flooding by NOAA. In the current iteration of NOAA's Coastal Flood Exposure Mapper, only direct coastal counties have been mapped in the State of Georgia. However, the next iteration of the Coastal Flood Exposure Mapper will include Effingham County. The County intends to take advantage of this tool to determine locations where the County may currently or in the future be impacted by coastal hazards.

Refer to Section 3.4 for Hurricane Storm Surge Maps for Effingham County.

3.3.3 Coastal Hazards and Climate Change

Sea level rise has already been documented in Georgia; the sea level around Fort Pulaski has risen by 11 inches since 1950. The USACE estimated that sea level rise by 2075 at Fort Pulaski may range from 0.6 ft. to 2.7 ft. (U.S. ARMY CORPS OF ENGINEERS (USACE) SAVANNAH DISTRICT, June 2021).

Extent of Coastal Hazards due to Climate Change

According to the EPA's Climate Change Adaptation Resource Center (ARC-X), "Rising sea levels amplify the threat and magnitude of storm surges in coastal areas. Water infrastructure, often located along the coast or tidally-influenced water bodies, can be vulnerable to greater changes in storm surge intensity." (US EPA, 2023)

Probability of Coastal Hazards due to Climate Change

As sea levels rise, so does the likelihood of coastal flooding from tidally-influenced waterbodies, such as the Savannah River and the Ogeechee River.

Location of Coastal Hazards due to Climate Change

An approximation for coastal flood maps with sea level rise was available through the Surging Seas Website by Climate Central. Figure 3.5 shows lands that are projected to be below annual flood level by 2030 and 2080 under the local sea level projection from NOAA's 2022 SLR report (Sweet, 2022) plus the added height of a local annual flood, NOAA's intermediate SLR scenario, and excludes areas isolated by higher land. (Climate Central, Accessed April, 2023).

As shown in Figure 3.5, coastal flooding is anticipated to impact the Savannah National Wildlife Refuge which extends into the SE corner of Effingham County as early as 2030. By 2080, the flooding is estimated to extend further inland causing damage to areas outside the refuge.

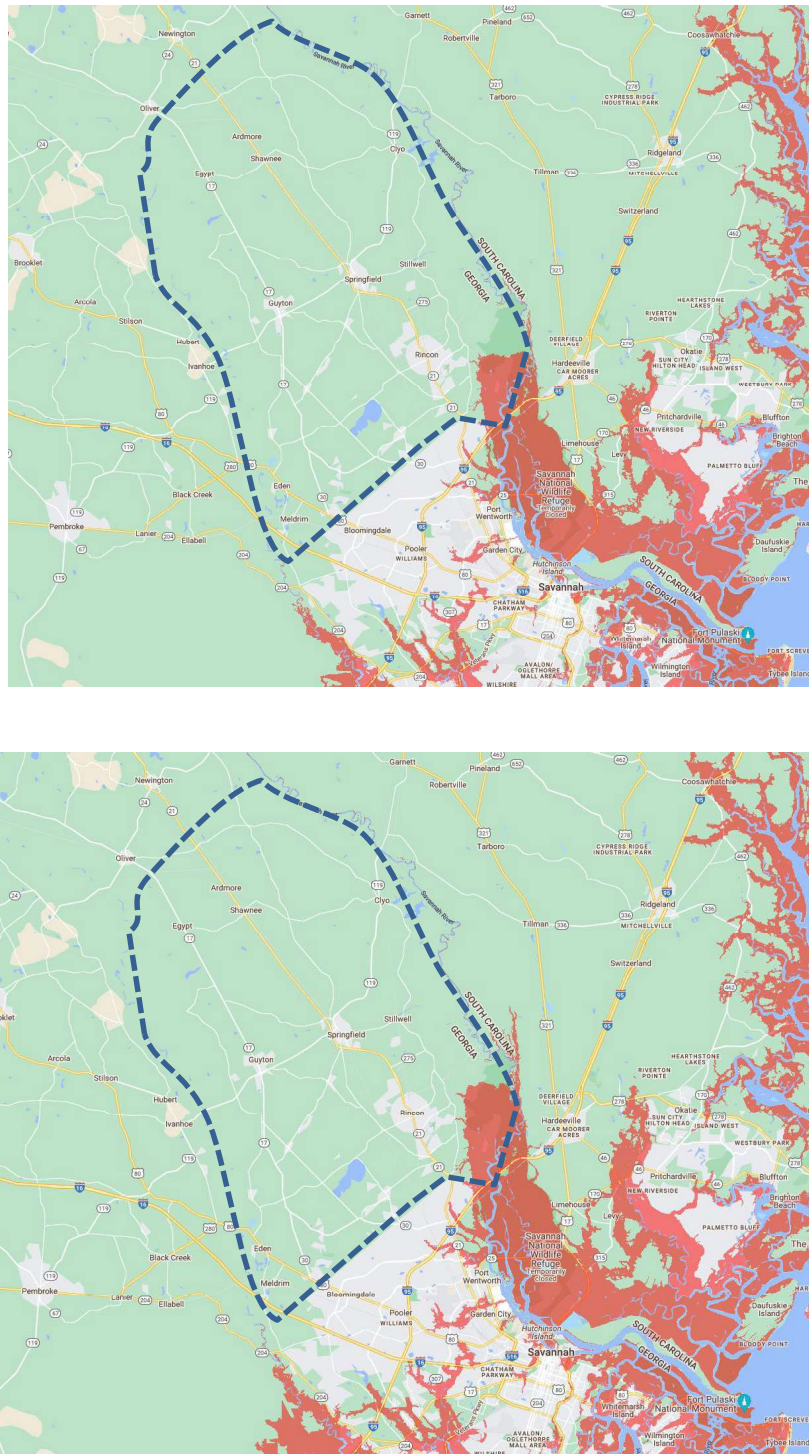
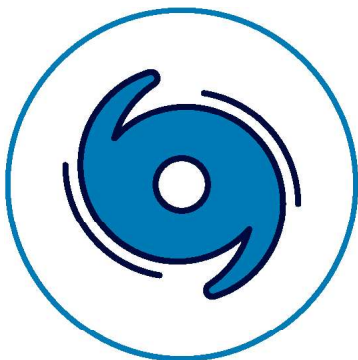


Figure 3-5: Impact of coastal flooding by 2030 (top) and by 2080 (bottom) in Effingham County (blue dashed line marks the estimated county boundary)
(Climate Central, Accessed April, 2023)

3.4 Hurricanes



3.4.1 Description

Hurricanes, also called tropical cyclones, are areas of low pressure that develop over warm oceanic areas. They form when the air over the warm ocean becomes warm and rises, creating a zone with extremely low pressure. When the rising air reaches very high altitudes, it begins to spin around the low-pressure central area (NOAA, 2023a).

There are four classifications of tropical cyclones:

- **Tropical Depression:** A tropical cyclone with maximum sustained winds of 39 mph (33 knots) or less.
- **Tropical Storm:** A tropical cyclone with maximum sustained winds of greater than 39 to 73 mph (34 to 63 knots).
- **Hurricane:** A tropical cyclone with maximum sustained winds of 74 mph (64 knots) or higher. In the western North Pacific, hurricanes are called typhoons; similar storms in the Indian Ocean and South Pacific Ocean are called cyclones.
- **Major Hurricane:** A tropical cyclone with maximum sustained winds of 111 mph (96 knots) or higher, corresponding to Category 3, 4 or 5 on the Saffir-Simpson Hurricane Wind Scale.

3.4.2 Previous Hurricane Occurrences

Twenty-six tropical cyclones have been recorded in Effingham County since 1959 (NOAA, 2023) (ASU, 2023). There have been eight disaster and emergency declarations related to hurricanes and tropical storms since the previous plan was drafted in 2016. Hurricanes Matthew, Michael, and Irma prompted emergency declarations and Presidential disaster declarations. (ASU, 2023) (NOAA, 2023). Table 3-5 below lists the hurricane and tropical storm related emergency and disaster declarations in the state of Georgia from 2016 to 2023.

Table 3-5: Federal Emergency and Disaster Declarations – Hurricanes & Tropical Storms

Date	Disaster Name	Declaration	Funding Source	Funding Amount
Oct 4-15, 2016	Hurricane Matthew	Emergency Declaration (EM-3379-GA)	-	-
Oct 4-15, 2016	Hurricane Matthew	Major Disaster Declaration (DR-4285-GA)	Individual Assistance; Public Assistance	\$6,611,177.87 \$95,526,313.18
Sep 7-10, 2017	Hurricane Irma	Emergency Declaration (EM-3387-GA)	-	-
Sep 7-10, 2017	Hurricane Irma	Major Disaster Declaration (DR-4338-GA)	Individual Assistance Public Assistance Hazard Mitigation Assistance	\$13,643,351.67 \$120,617,332.75 \$10,213,886.75
Oct 9-23, 2018	Hurricane Michael	Emergency Declaration (EM-3406-GA)	-	-
Oct 9-23, 2018	Hurricane Michael	Major Disaster Declaration (DR-4400-GA)	Individual Assistance Public Assistance Hazard Mitigation Assistance	\$12,581,999.88 \$142,642,001.91 \$2,739,727.00
Aug 29-Sep 7, 2019	Hurricane Dorian	Emergency Declaration (EM-3422-GA)	-	-
Oct 29, 2020	Tropical Storm Zeta	Major Disaster Declaration (DR-4579-GA)	Public Assistance Hazard Mitigation Assistance	\$13,260,695.37 \$176,722.88

(FEMA, 2023a)

Hurricane Elsa (2021) resulted in a tornado in Effingham County (see Section 3.6 – Tornadoes).

Extent

Hurricane intensities are categorized by sustained wind speeds and associated damages, as presented in Table 3-6.

Table 3-6: Hurricane Categories Based on Wind

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
Tropical Storm	39-73 mph	Minor damage could occur to mobile homes.
1	74-95 mph	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3 (major)	111-129 mph	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4 (major)	130-156 mph	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with the loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted, and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5 (major)	157 mph or higher	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

(GEMA, 2019)

Probability

Hurricanes primarily occur during hurricane season, which spans June 1 through November 30, although hurricanes have been known to form outside of the official hurricane season. The official hurricane season accounts for 95% of observed activity; therefore, on average, only 5% of hurricanes form outside of hurricane season (GEMA, 2019). In coastal Georgia counties, there is a recurrence

interval of 9 years for a tropical storm and category 1-2 hurricane, and a recurrence interval of 36 years for a major hurricane (category 3-5) (GEMA, 2019).

The map shown in Figure 3.6 shows estimates of peak wind speed for a hurricane that has a 2% chance of occurring every year (50-year Return Event). Effingham County is in the second-highest peak wind gust category, with projected peak wind gusts upwards of 73 mph. (GEMA, 2019).

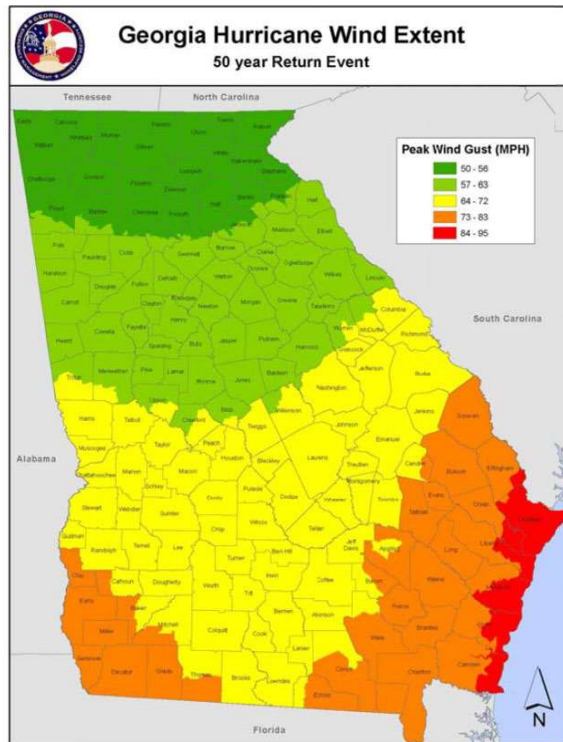


Figure 3-6: Georgia Hurricane Wind Extent:
50 Year Return Event

(GEMA, 2019)

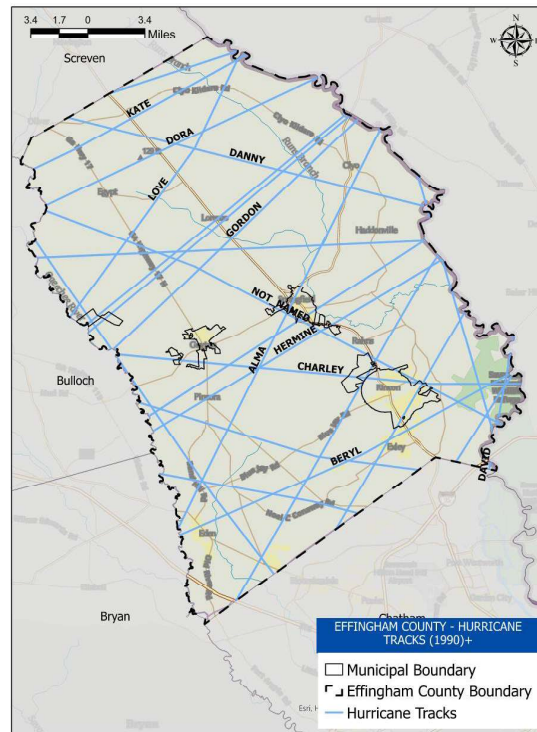


Figure 3-7: Effingham Hurricane Tracks

Location

Effingham County is susceptible to hurricane impacts. Tropical cyclone tracks from 1990 to current day that have passed over Effingham County are shown in Figure 3.7.

In addition to the hurricanes shown, there have been additional hurricanes that not passed through the County, but still impacted the community.

The US Army Corps of Engineers (USACE) created Sea, Lake, and Overland Surge from Hurricanes (SLOSH) maps for Georgia, as shown in Figure 3.8. The SLOSH flood map illustrates the extent of flooding anticipated by Hurricane Category. The Bureau of Labor Statistics (BLS) also provided a

snapshot of employment in Hurricane Zones, as illustrated in Figure 3.9, using zones created by the U. S. Corps of Engineers and State emergency management authorities.

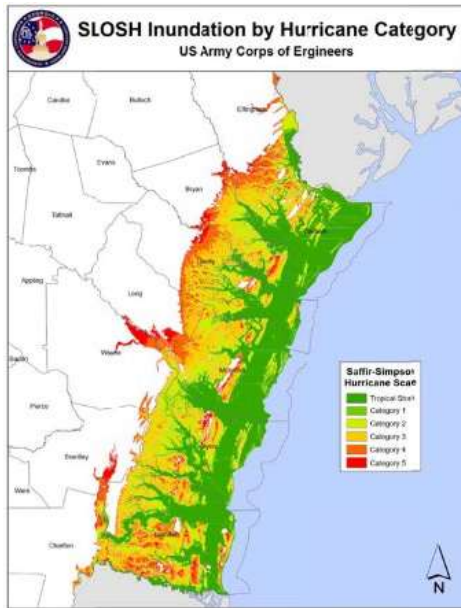


Figure 3-9: SLOSH Inundation by Hurricane Category (GEMA, 2019)

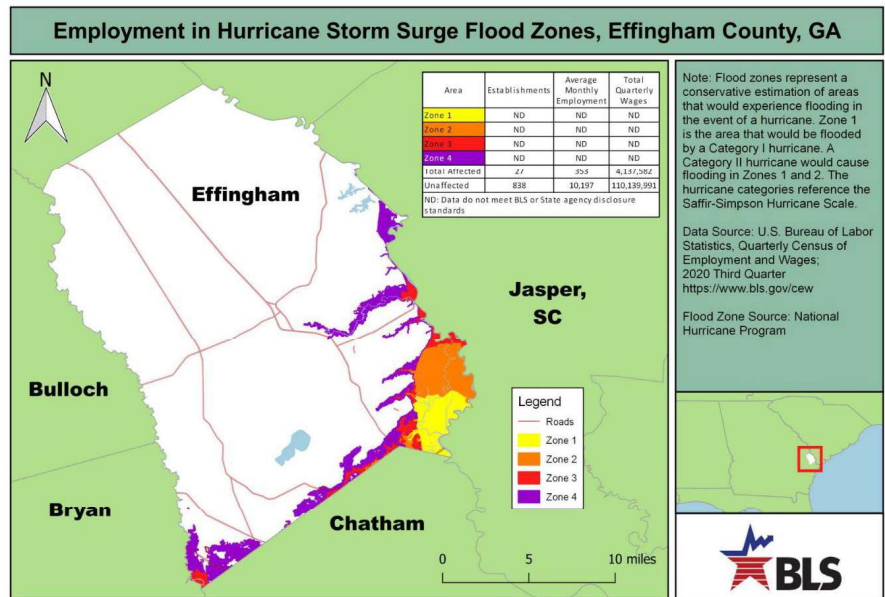


Figure 3-8: Effingham County SLOSH Map (U.S. Bureau of Labor Statistics, 2023)

3.4.3 Hurricanes and Climate Change

According to the EPA's website, Climate Change Indicators: Tropical Cyclone Activity, "Climate change is expected to affect tropical cyclones by increasing sea surface temperatures, a key factor that influences cyclone formation and behavior." (US EPA, 2022)

Extent of Hurricanes due to Climate Change

According to the EPA's website, Climate Change Adaptation Resource Center (ARC-X), "Hurricane intensity is also projected to increase as the climate continues to warm, although the magnitude of this change is uncertain. Stronger storms can lead to greater risk of coastal flooding from storm surge, a risk that will be further amplified by sea level rise." (US EPA, 2023). There is a predicted increase of approximately 10% in the number of Atlantic hurricanes that reach Category 4 and 5 intensities, but with considerable uncertainty, and some studies even suggest a decline (Derek Arndt, 2022). This uncertainty with the intensity of hurricanes with climate change is discussed in the Fourth National Climate Assessment (NCA4), Volume I, Chapter 9, with the conclusion that "it remains likely that global mean tropical cyclone maximum wind speeds and precipitation rates will increase." (USGCRP, 2017)

Probability of Hurricanes due to Climate Change

The uncertainty related to the frequency of hurricanes as a result of climate change is discussed in the Fourth National Climate Assessment (NCA4), Volume I, Chapter 9, with the conclusion that "it is more likely than not that the global frequency of occurrence of [Tropical Cyclone]s will either decrease or remain essentially the same." (USGCRP, 2017)

Location of Hurricanes due to Climate Change

Data shows the latitude with which tropical cyclones reach their peak strength has shifted north in the northern hemisphere (Maya V. Chung, 2021), which may result in fewer landfalls along Georgia's coast.

3.5 Wind



3.5.1 Description

In this hazard profile, wind is referring to data related to high wind, strong wind, and thunderstorm wind events. Hurricane winds are covered in the previous section and Tornadoes are covered in the following section. Downbursts, including dry or wet microbursts or macrobursts, are classified as Thunderstorm Wind events. In some cases, the downburst may travel several miles away from the parent thunderstorm, or the parent thunderstorm may have dissipated.

High Wind: Sustained non-convective winds of 35 knots (40 mph) or greater lasting for one hour or longer, or winds (sustained or gusts) of 50 knots (58 mph) for any duration (or otherwise locally/regionally defined), on a widespread or localized basis.

Strong Wind: Non-convective winds gusting less than 50 knots (58 mph), or sustained winds less than 35 knots (40 mph) resulting in fatality, injury, or damage.

Thunderstorm Wind: Winds, arising from convection (occurring within 30 minutes of lightning being observed or detected), with speeds of at least 50 knots (58 mph), or winds of any speed (non-severe thunderstorm winds below 50 knots) producing a fatality, injury, or damage.

3.5.2 Previous Wind Hazard Occurrences

Since 1977, there have been 308 thunderstorm wind events recorded by NOAA in Effingham County, ranging in windspeed from 35 to 65 miles per hour. (NOAA, 2023). Past impacts have ranged from downed trees, power outages, roof damage, sheds blown down, and impassable roads.

There have been three disaster declarations issued by FEMA related to wind since the previous plan was drafted in 2016. The table below shows a summary of the declarations and funding in the state of Georgia.

Table 3-7: Federal Emergency and Disaster Declarations – Wind

Date	Disaster Name	Declaration	Funding Source	Funding Amount
Jan 2-25, 2017	Severe Storms, Tornadoes, and Straight-line Winds	Major Disaster Declaration (DR-4294-GA)	Individual Assistance Public Assistance	\$631,364.39 \$15,509,754.82
Jan 21-22, 2017	Severe Storms, Tornadoes, and Straight-line Winds	Major Disaster Declaration (DR-4297-GA)	Individual Assistance Public Assistance	\$2,962,689.95 \$22,970,819
Jan 12, 2023	Severe Storms, Straight-line Winds and Tornadoes	Major Disaster Declaration (DR-4685-GA)	Individual Assistance Public Assistance	\$4,311,752.28 \$1,327,205.41

(FEMA, 2023a)

Extent

Wind is considered severe when it is within 12 miles of a location, a moderate likelihood or greater (16% probability or greater) of severe wind, with storms capable of violent wind gusts (80 knots or greater) causing major damage (NWS, 2023).

Probability

The frequency of strong winds in Effingham County according to the FEMA National Risk Index, is 1.9 events per year based on 63 events between 1986-2021 (34 years). The frequency per year rate increases to 6.8 per year using past occurrences documented by NOAA (308 in past 45 years). There have been 64 thunderstorm wind events between 2016 and the last time the NOAA storm events database was updated (4/30/2023) in Effingham County. The frequency per year rate is 8.7 based on these events.

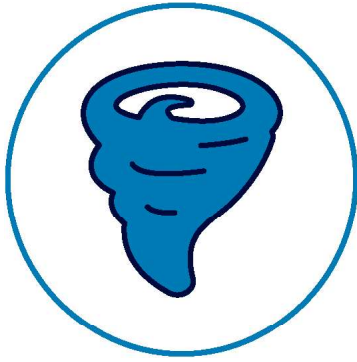
Location

Effingham County is vulnerable to impacts of wind. Facilities that have backup power sources and communities that regularly clear dead branches away from overhead utility lines and/or roadways are less likely to be directly impacted by wind events.

3.5.3 Wind Hazard Events and Climate Change

Until the impacts of climate change are better understood regarding wind behavior, scientists expect the intensity and frequency of wind in Georgia to remain close to historical averages (GEMA, 2019).

3.6 Tornadoes



3.6.1 Description

According to the National Weather Service, “A tornado is a violently rotating column of air extending from the base of a thunderstorm down to the ground. Tornadoes are capable of completely destroying well-made structures, uprooting trees, and hurling objects through the air like deadly missiles. Tornadoes can occur at any time of day or night and at any time of the year.” (NWS, Tornado Safety, n.d.)



Figure 3-10: Tornado damage from Hurricane Elsa (Winkelmann, 2021).

3.6.2 Previous Tornado Occurrences

There have been four recorded tornadoes in Effingham County since the previous plan was drafted in 2016.

Table 3-8: Tornadoes Recorded in Effingham County, GA

Year	Enhanced Fujita Scale	Length (miles)
2017	EF-1	4.31
2020	EF-1	2.66
2021	EF-1	1.95
2023	EF-1	7.09

(NOAA, 2023) and
<https://www.weather.gov/chs/Tornadoes-June2023>

There have been four disaster declarations issued by FEMA related to tornadoes, since the previous plan was drafted in 2016. The table below shows a summary of the declarations and funding in the state of Georgia.

Table 3-9: Federal Emergency and Disaster Declarations – Tornadoes

Date	Disaster Name	Declaration	Funding Source	Funding Amount
Jan 2-25, 2017	Severe Storms, Tornadoes, and Straight-line Winds	Major Disaster Declaration (DR-4294-GA)	Individual Assistance Public Assistance	\$631,364.39 \$15,509,754.82
Jan 21-22, 2017	Severe Storms, Tornadoes, and Straight-line Winds	Major Disaster Declaration (DR-4297-GA)	Individual Assistance Public Assistance	\$2,962,689.95 \$22,970,819
Mar 25-26, 2021	Severe Storms and Tornadoes	Major Disaster Declaration (DR-4600-GA)	Public Assistance Hazard Mitigation Assistance	\$20,273,538.49 \$183,834.00
Jan 12, 2023	Severe Storms, Straight-line Winds and Tornadoes	Major Disaster Declaration (DR-4685-GA)	Individual Assistance Public Assistance	\$4,311,752.28 \$1,327,205.41

(FEMA, 2023a)

Extent

Since 2007 the intensity of a tornado is rated the Enhanced Fujita Scale (EF-Scale), which incorporates 28 damage indicators and wind speed to determine a tornado's rating (NWS, 2023).

Table 3-10: Enhanced Fujita Scale

EF-Scale	Class	Wind speed		Description
		mph	km/h	
EF-0	weak	65-85	105-137	Gale
EF-1	weak	86-110	138-177	Moderate
EF-2	strong	111-135	178-217	Significant
EF-3	strong	136-165	218-266	Severe
EF-4	violent	166-200	267-322	Devastating
EF-5	violent	>200	>322	Incredible

(NWS, 2023)

Probability

Historically, tornado frequency in Effingham County is low. According to NOAA's storm event database, there have been 14 tornadoes reported between 1950 and when it was last updated (4/30/2023), averaging a rate of 0.2 tornadoes per year. Since the last HMP update there have been 4 reported tornadoes, averaging a rate of 0.6 tornadoes per year. There have been observable changes in tornado activity in the southeast United States, with increases in EF-1 tornadoes over the past four decades (Vittorio A. Gensin, 2018).

Location

As seen in Figure 3.11 below, tornadoes have passed through both Unincorporated Effingham County and well as the Cities of Guyton, Rincon, and Springfield. The likeliness of a tornado occurring is uniform across the entire County.

3.6.3 Tornadoes and Climate Change

The relationship between tornadoes and climate change is ambiguous. Because tornadoes are relatively small when compared to other extreme weather events (such as hurricanes), and also short lived (lasting seconds to hours rather than days or weeks), it is difficult to model the effects of climate change. Instead, scientists have focused on evaluating how climate change may effect weather that can generate tornadoes, such as supercell thunderstorms. (National Geographic Society, 2022). The County should remain cognizant of new information to better prepare for and understand how tornadoes will impact residents.

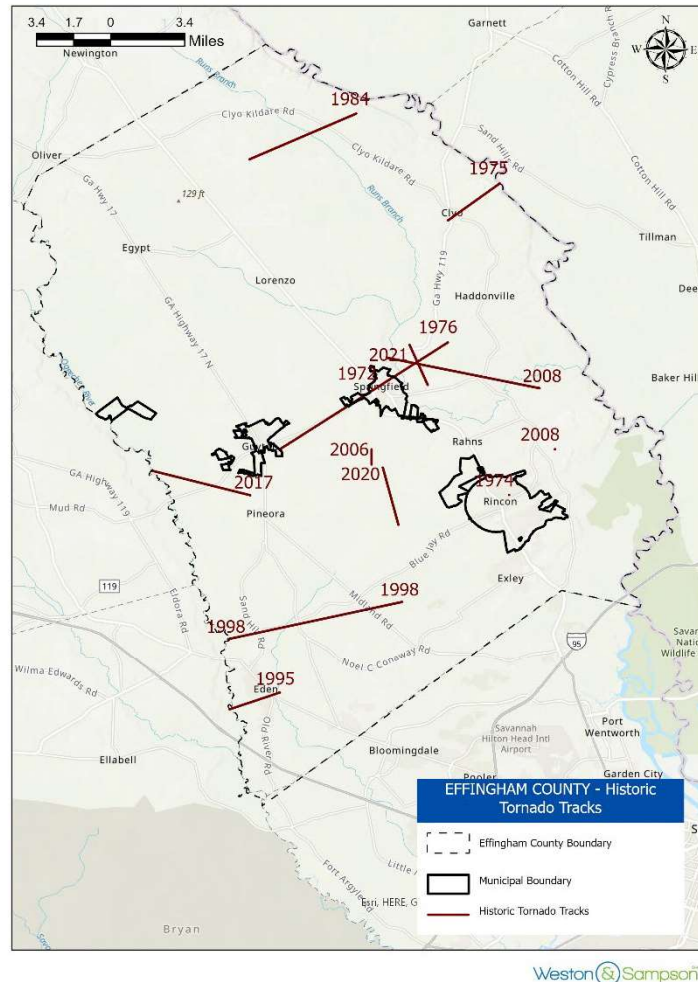


Figure 3-11: Effingham County - Historic Tornado Tracks

Extent of Tornadoes due to Climate Change

While the severity of future tornadoes with climate change is unknown, damage is likely to increase as population and financial growth continue to increase (GEMA, 2019).

Probability of Tornadoes due to Climate Change

The change in tornado distribution has not been definitively attributed to any specific facet of climate change, but projections in a recent study suggest that supercells (thunderstorms responsible for tornadoes and hail) will become more frequent in the twenty-first century in the eastern United States (Walker S. Ashley, 2023).

Locations of Tornadoes due to Climate Change

It is unknown whether the location of tornadoes in Effingham County will be influenced by climate change.

3.7 Severe Weather



3.7.1 Description

The main severe weather hazards covered in this section include thunderstorms, lightning, and hail events. Tornadoes, wind, and hurricanes, are covered in prior sections.

Lightning is a product of the Earth's atmosphere and is an electric charge or current that goes between clouds and the ground, from cloud to cloud, or from the ground to a cloud (National Geographic, 2023). Lightning can cause fire, down trees, and disrupt power supply.

A **thunderstorm** is a rain-bearing cloud that also generates lightning (NWS, 2023). Thunderstorms can last anywhere from about 20 minutes to a few hours. (GEMA, 2019).

Hail is a type of precipitation made up of layers of ice that usually occur in a spherical shape. Its size can range from the size of a pea to the size of a grapefruit. Hail can cause damage to agricultural crops as well as automobiles, aircraft, and other structures (GEMA, 2019).

3.7.2 Previous Severe Weather Occurrences

Since the last HMP update in Effingham County there have been approximately 20 documented accounts of hail ranging from 0.75 inches to 2 inches in diameter according to the NOAA Storm Events Database (through 4/30/2023). Previous accounts of hail damage in Effingham County caused nearly \$1 million in damage to a car dealership from golf ball-sized hailstones, windshield and house windows broken, and tree damage (NOAA, 2023). Previous occurrences of thunderstorms in Effingham County have caused extensive damage include downed trees and power lines, power outages, structural damage to homes, barns, and churches, and bridge damage, along with other damage (NOAA, 2023). Lightning has caused extensive damage in Effingham County, resulting in property damage over \$69.5k according to the NOAA Storm Events Database from the last HMP updated through 4/30/2023. In 2001, lightning struck the Family Health and Birth Center in Rincon, causing a fire that did extensive damage

to the facility. Reports of structure fires from lightning came in from Unincorporated Effingham County, Springfield, and Guyton as well (NOAA, 2023).

Extent

Small thunderstorms, known as microbursts, are less than 2.5 miles in diameter but can cause extensive damage. There are two types of microbursts: wet microbursts and dry microbursts. Wind speed in microbursts can reach up to 100 miles per hour or higher, equivalent to the wind speed of an EF-1 tornado (NWS, n.d.).

The damage associated with hail is proportional to its diameter and speed. Small hailstones (less than one inch) are expected to fall between 9 and 25 miles per hour. Large hail (2-4 inches in diameter) is expected to fall between 44 and 72 miles per hour. Hailstones of this speed and diameter can cause extensive damage to homes, vehicles, and people.

Lightning resulted in a reported injury of a person in Guyton on 8/17/2019 according to the NOAA Storm Events Database.

Probability

Lightning strikes in Georgia are highest in the summer months, with the greatest number of strikes occurring in July (GEMA, 2019). Thunderstorms can occur throughout the year and are not tied to a specific season. Wet microbursts are accompanied by significant precipitation and are common in the southeast during summer months.

Location

Severe weather is the most common hazard to affect the state of Georgia (GEMA, 2019). Events may be confined to only a small area, such as microbursts, but the likelihood of experiencing severe weather is not confined to any area or region of the state.

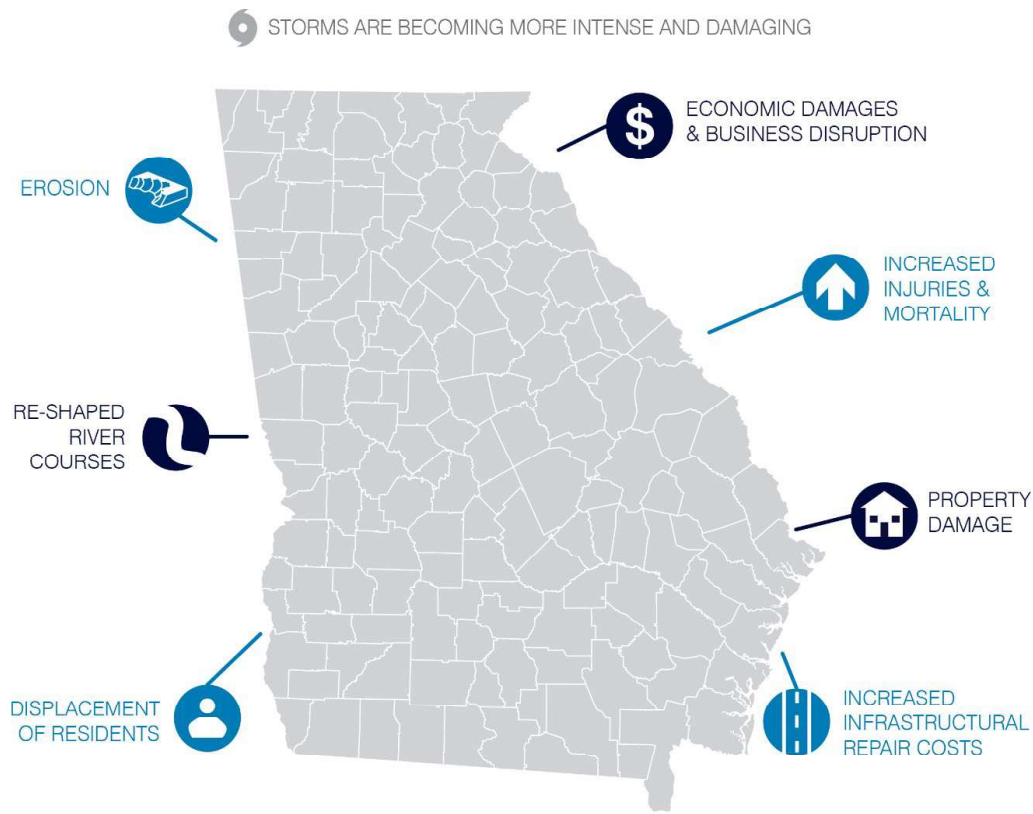


Figure 3-12: Impacts of severe weather

3.7.3 Severe Weather and Climate Change

Due to the lack of knowledge regarding future severe weather in Georgia, there are no available data on the expected number and strength of future storms. The County should remain cognizant of new information to better prepare for and understand how severe weather will impact residents.

Extent of Severe Weather due to Climate Change

While the severity of future severe weather with climate change is unknown, the potential for damages is likely to increase as population and financial growth continue to increase.

Probability of Severe Weather due to Climate Change

Projections in a recent study suggest that supercells (thunderstorms responsible for tornadoes and hail) will become more frequent in the twenty-first century in the eastern United States (Walker S. Ashley, 2023).

Locations of Severe Weather due to Climate Change

It is unknown whether the location of severe weather in Effingham County will be influenced by climate change.

3.8 Severe Winter Weather



3.8.1 Description

Severe weather consists of snow, ice, high winds, extreme cold temperatures, and coastal winter storms. Freezing rain is a super-cooled falling liquid precipitation that freezes on contact with surfaces when the air temperature is below freezing. The result is a layer of ice on roads, powerlines, and buildings. Sleet varies from freezing rain because it freezes prior to hitting the ground. Sleet can either adhere to the ground or bounce off. Accumulations of ice can damage infrastructure and vegetation and can be a hindrance to motorists and pedestrians when it reaches a sufficient depth (GEMA, 2019).

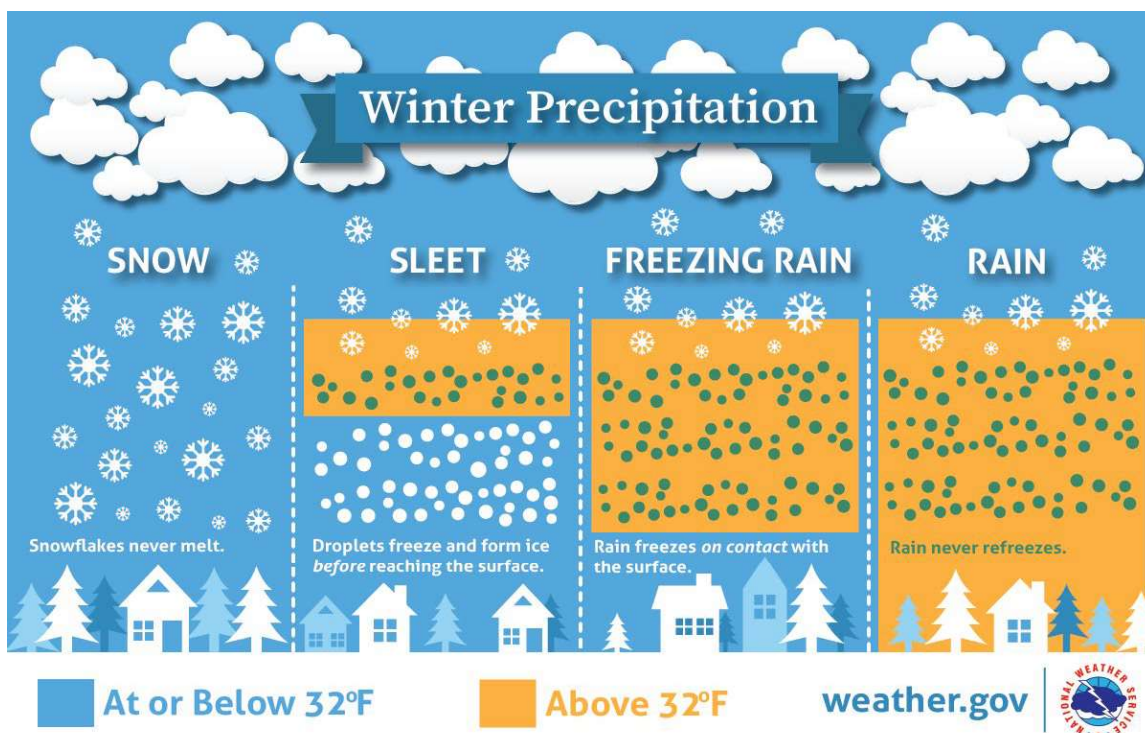


Figure 3-13: Winter Precipitation (NOAA, n.d.-b)

3.8.2 Previous Severe Winter Weather Occurrences

There have been two reported severe winter weather events in Effingham County since the last HMP update, as described in the table below.

Table 3-11: Historical Severe Winter Weather Events in Effingham County, GA

Date	Type of Event	Event Narrative
1/3/2018	Heavy Snow	Storm total snowfall amounts generally ranged between 3 to 4 inches across Effingham County
1/22/2022	Winter Weather	Reports of light freezing rain and sleet

(NOAA, 2023)

Extent

Freezing temperatures and winter storms can result in power outages and dangerous road conditions. Effingham County does not have snow and ice removal equipment due to the relatively low number of winter storms historically, so when winter weather hits the County there are limited resources.

Winter weather can also have a significant impact on agriculture in the area, particularly during late-season storms that impact the county as crops are beginning to grow. Multiple days with freeze warnings occurred in March 2023 with conditions that caused damage and delayed fruit crops in Georgia (Georgia Farm Bureau, 2023).

Probability

Snow is relatively rare, the county receives an average of only one inch per year (NWS, National Weather Service, 2023). Winter storms are seasonal, and most occur in Effingham County between January and March. The month with the highest probability of winter storms is February (GEMA, 2019).

Location

The likelihood of experiencing severe winter weather is not confined to any specific area of Effingham County.

3.8.3 Severe Winter Weather and Climate Change

There are no available data on the projected number and strength of future winter weather events in Georgia. As we see global and local temperatures rise, it is likely that the weather conditions required to generate severe winter weather events will become less frequent.

Extent of Severe Weather due to Climate Change

There are no available data on the projected strength of future winter weather events in Georgia.

Probability of Severe Winter Weather due to Climate Change

The following table shows extreme temperature projections from Climate Explorer Tool (U.S. Federal Government, 2023). Overall, the number of days with temperatures falling below freezing (32 degrees Fahrenheit) are likely to reduce.

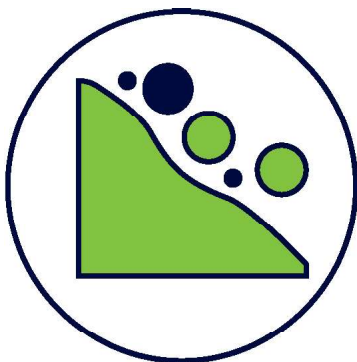
Table 3-12: Extreme Temperature Projections

Parameter	Baseline	2025s		2050s		2075s	
	(1950-2013)	(2010-2040)		(2035-2065)		(2060-2090)	
		Low Emission (RCP4.5)	High Emission (RCP8.5)	Low Emission (RCP4.5)	High Emission (RCP8.5)	Low Emission (RCP4.5)	High Emission (RCP8.5)
Number of days with maximum temperature <32°F	0.11	0.08	0.06	0.05	0.03	0.03	0.01

Location of Severe Winter Weather due to Climate Change

There are no available data on the projected locations of future winter weather events in Georgia.

3.9 Geologic Hazards



3.9.1 Description

Geologic hazards covered in this section include sinkholes, landslides, debris flow and mudslides. A **sinkhole** is depression or hole in the ground surface; sinkholes can form from natural processes

(groundwater, seismic activity, etc.) or as a result of manmade infrastructure (ruptured or collapsed pipes, etc.). A **landslide** refers to the movement of earth, rock, or debris down a slope of land (National Geographic, 2023). Landslides can be caused by any factor that makes sloped ground unstable, such as volcanoes, earthquakes, or rain (National Geographic, 2023). Steep slopes are the most important factor that makes a landscape susceptible to landslides, in addition to deforestation, the strength of soils and bedrock, and the proximity of faults and/or roadways (NASA, 2023). **Mudslides** are a type of landslide that occur specifically when water rapidly accumulates on sloped land, resulting in water-saturated earth, rock, and debris flowing down (CDC, 2018).

3.9.2 Previous Geologic Hazards Occurrences

Accounts of geologic hazards are difficult to determine as many landslides and debris flow events are minor, do not cause significant damage or go unreported. There have been no recorded geological hazard events in Effingham County. (NOAA, 2023).

Extent

Sinkholes can range in size from areas smaller than one meter to several hundred meters wide and deep (GEMA, 2019). Geologic hazards can range from minor to catastrophic. Wildfire can significantly alter the hydrologic response of a watershed to the extent that even modest rainstorms can produce dangerous mudslides.

Probability

Effingham County has a low to moderate sinkhole potential based on geologic conditions. Much of the county is made up of carbonate rocks buried under less than 300 feet of insoluble sediments, which represents low sinkhole potential. The northwestern portion of the County is made up of unconsolidated calcareous or carbonate rocks at or near the land surface, equating to a moderate sinkhole potential (GEMA, 2019).

According to the GHMS, no frequency estimates exist for sinkholes except that they are more likely to develop in areas with soluble bedrock. For that reason, the northwestern area of Effingham County likely has a higher frequency of sinkholes than Springfield, Rincon, Guyton, and the rest of unincorporated Effingham County.

There have been no recorded landslides in Effingham County. According to the GHMS, Effingham County has a low landslide incidence, meaning that less than 1.5% of the County's area is involved in landsliding (GEMA, 2019).

Location

There are no records of significant geological hazards in Effingham County (GEMA, 2019). Northwestern Effingham County has a slightly higher sinkhole potential than the rest of Effingham County. The location of future geological hazards could be greater in parts of the County near elevation changes, as landslides and mudslides occur on sloped ground. Erosion can occur anywhere so the whole County is likely to experience similar levels of erosion in the future.

3.9.3 Probability of Future Geologic Hazards due to Climate Change

Climate change may increase the likelihood of landslides in the area due to more frequent and intense storms, reduced vegetation cover resulting from increased drought events or wildfires, or increased urbanization.

3.10 Seismic Hazards



3.10.1 Description

Seismic hazards, also known as earthquakes, are an intense shaking or trembling of the Earth's surface caused by an abrupt release of energy following a slow strain of movement of tectonic plates (USGS, 2023). Earthquake activity most often occurs along tectonic plate boundaries, and there are four manifestations of earthquakes.

The physical property that causes the majority of earthquake damage in the United States is shaking. The vibration from seismic waves spread outward from the center of the earthquake causing the ground and structures to shake. Another manifestation of earthquakes is surface faulting, which occurs when the Earth's surface tears due to a differential movement across a fault. The third is tectonic uplift and subsidence. Uplift causes the shallowing of waterways, while subsidence causes permanent or intermittent inundation. The state of Georgia is not at risk to this phenomenon due to the State's proximity to active faults. The fourth property that causes earthquake damage is earthquake-induced ground failures, including liquefaction and landslides. Landslides are covered in more detail in Section 3.9: Geologic Hazards.

3.10.2 Previous Seismic Hazards Occurrences

There have been 65 recorded earthquakes within approximately 100 miles of Effingham County since 1972 (USGS, 2023). The figure and table below provides details of these events.

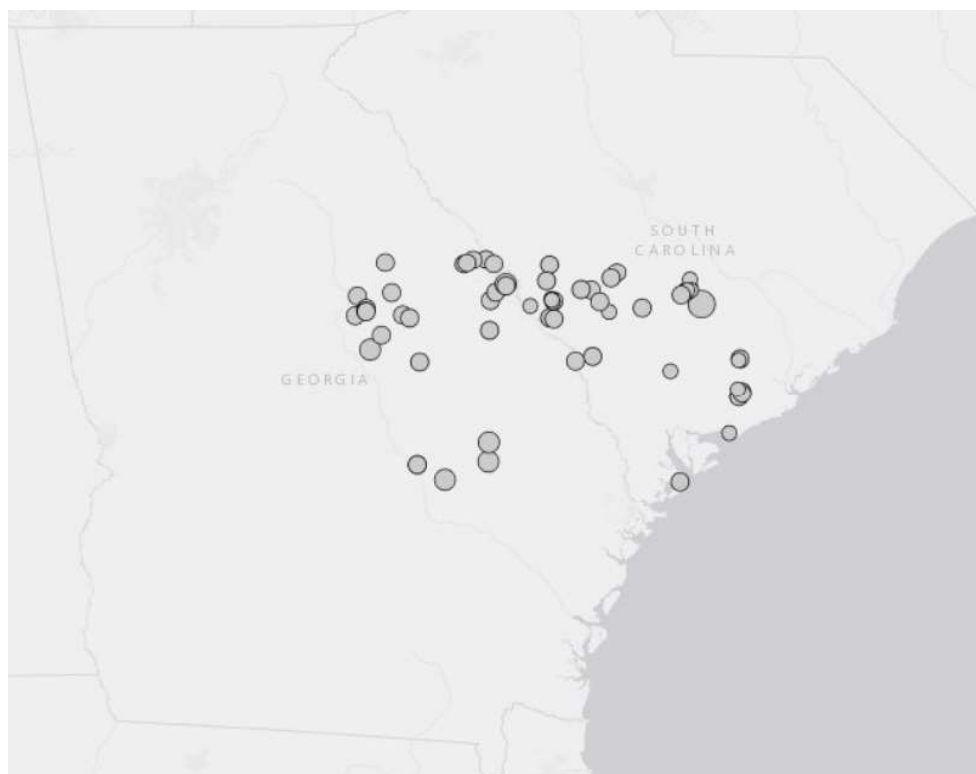


Figure 3-14: Locations of Historical Earthquakes within 100 Miles of Effingham County, Georgia (USGS, 2023)

Table 3-13: Historical Earthquakes Within 100 miles of Effingham County, GA

Date	Latitude	Longitude	Depth	Magnitude	Location
June 20, 2022	33.5580	-82.3015	5.41	2.08	15 km NW of Grovetown, Georgia
June 18, 2022	32.4525	-82.1405	0.75	3.9	7 km E of Stillmore, Georgia
June 17, 2022	33.5518	-82.3233	6.79	2.16	15 km N of Harlem, Georgia
June 25, 2020	32.9595	-81.5052	1.33	2	16 km ENE of Hiltonia, Georgia
March 5, 2020	32.9538	-82.6473	9.99	2.42	4 km SW of Davisboro, Georgia

Date	Latitude	Longitude	Depth	Magnitude	Location
September 22, 2018	33.2827	-81.0173	6.23	2.11	2 km SE of Bamberg, South Carolina
June 22, 2017	33.4167	-82.0153	11.38	2.08	7 km SSW of Augusta, Georgia
June 20, 2017	33.4275	-82.0168	12.93	3.2	6 km SW of Augusta, Georgia
April 21, 2017	33.5525	-82.1045	8.23	2.52	3 km NE of Evans, Georgia
April 6, 2017	33.2605	-83.0400	11.16	2.72	6 km WSW of Sparta, Georgia
April 6, 2017	33.2633	-83.0432	9.54	2.51	6 km WSW of Sparta, Georgia
September 25, 2017	32.5090	-80.3790	6.89	1.88	5 km NW of Edisto Beach, South Carolina

(USGS, 2023)

Extent

The vibrations from seismic waves can cause failure in structures not adequately designed to withstand earthquakes. Surface vibration can be horizontal, vertical, or a combination of the two, which can leave to even greater structure failure.

Below is a table demonstrating the Richter Scale, which is a quantitative measure of an earthquake's size or magnitude (Rafferty, 2023).

Table 3-14: Richter Scale

Magnitude Level	Category	Effects
less than 1.0 to 2.9	micro	Generally not felt by people, but recorded on local instruments
3.0–3.9	minor	Often felt by many people, but no damage

Magnitude Level	Category	Effects
4.0–4.9	light	Felt by all; minor breakage of objects
5.0–5.9	moderate	Some damage to weak structures
6.0–6.9	strong	Moderate damage in populated areas
7.0–7.9	major	Serious damage over large areas; loss of life
8.0 and higher	great	Severe destruction and loss of life over large areas

(Rafferty, 2023)

The Modified Mercalli Scale describes the intensity that humans feel earthquakes. The greater the number, the greater the structural damage. The table below provides additional information (USGS, 2023).

Table 3-15: Modified Mercalli Scale

Intensity	Shaking	Description/Damage
I	Not felt	Not felt except by a very few under especially favorable conditions.
II	Weak	Felt only by a few persons at rest, especially on upper floors of buildings.
III	Weak	Felt quite noticeably by people indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated.
IV	Light	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.
V	Moderate	Felt by nearly everyone; many awakened. Some dishes, window broken. Unstable objects overturned. Pendulum clocks may stop.
VI	Strong	Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight.

Intensity	Shaking	Description/Damage
VII	Very strong	Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
VIII	Severe	Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.
IX	Violent	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.
X	Extreme	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent.

(USGS, 2023)

Frequency

Georgia has not experienced a major earthquake since prior to 1952 according to SHELATUS/NCEI reports (GEMA, 2019), and no earthquake epicenters have been located in Effingham County, but minor earthquakes have still occurred within a 100-mile vicinity of the County. Most of the earthquakes were minor and often not detectable by humans, but of these instances, the ones felt by humans did not cause damage to Effingham County. In the past 50 years there has been an average of 1.3 earthquakes per year within a 100 mile radius of Effingham County.

Location

Although no earthquake epicenters have been located in Effingham County, the County is still at risk of being impacted by a seismic hazard. The entire County of Effingham, including the Cities of Rincon, Guyton, and Springfield have the same risk potential. Effingham County is located in an area with a PGA of 14-20%g with a 2% probability of exceedance in 50 years (USGS, 2014). This is the third highest seismic hazard zone in the State of GA.

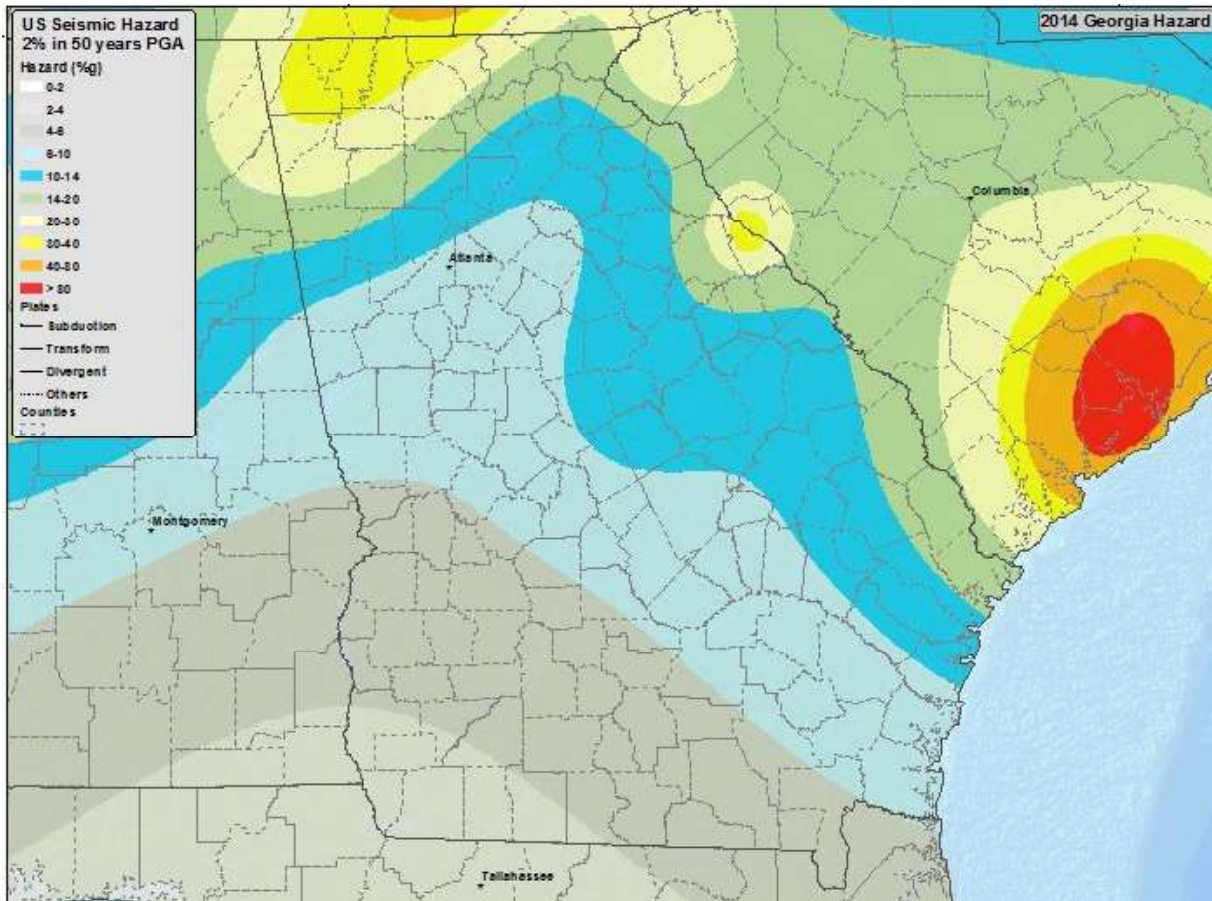


Figure 3-15: U.S. Seismic Hazard 2% in 50 Years PGA: Georgia

(USGS, 2014)

Georgia's greatest risk of earthquakes that could produce significant damage are from the seismic areas listed in Table 3-16. The nearest seismic area to Effingham County is in Charleston County, approximately 75 miles from the northeastern border of Effingham County, although all of the seismic areas listed have the potential to cause damage in Effingham County.

Table 3-16: Seismic Areas in Georgia

Seismic Area	Description
New Madrid Fault Zone	centered on the Mississippi River north of Memphis, TN
Southern Appalachian Seismic Zone	running west of the Appalachian Mountains between Knoxville, TN, and northeastern Alabama

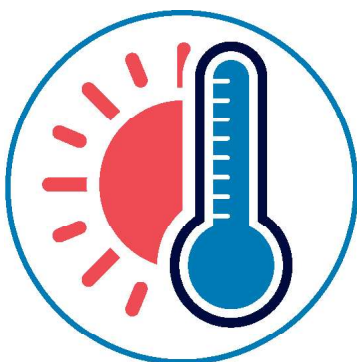
Seismic Area	Description
Charleston, South Carolina	City of Charleston, SC

(GEMA, 2019)

3.10.3 Probability of Future Earthquakes due to Climate Change

Frequency and risk are challenging to determine for earthquakes, but recent estimates speculate an earthquake with a magnitude of 6.0 or greater is likely to occur every 80 years in the New Madrid Seismic Zone centered along the Mississippi River. The USGS reports states that there is a likelihood of 25% to 40% for an earthquake of similar magnitude to occur within the next 50 years (USGS). There are no documented relationships between climate change and earthquakes; however, some scientists have theorized that there is a chance their frequency and intensity could increase in the future due to climate change (GEMA, 2019).

3.11 Extreme Heat



3.11.1 Description

Extreme heat refers to a period of at least two to three days with high humidity and temperatures above 90 degrees (Ready.gov). Impacts of extreme heat are compounded on days where the nighttime temperature remains high (above 75°F), thus not allowing for cooling overnight.

In extreme heat events, a person's body works extra hard to maintain a normal temperature, which can lead to heat cramps, heat exhaustion, heat stroke, and death. Extreme heat is responsible for the highest number of annual deaths among all weather-related hazards (GEMA, 2019). The National Weather Service will initiate alert procedures for heat advisories, excessive heat watch, and excessive heat warning. If an alert is issued, it is important to:



Figure 3-16: Heat Alert Response

(FEMA, 2018)

3.11.2 Previous Extreme Heat Occurrences

There have been 359 extreme heat events in Georgia from 1952-2017 according to NOAA and SHELDUS data. However, many of these events occurred on the same day or occurred on consecutive days, which makes accurately recording separate extreme heat events difficult (GEMA, 2019).

Extent

In extreme heat and humidity, your sweat evaporates very slowly and your body has to work harder to cool itself (GEMA). The graphic below shows the National Weather Service Heat Index. The Index is a measure of how hot it feels outside and is based on relative humidity and actual air temperature (NWS, 2023).

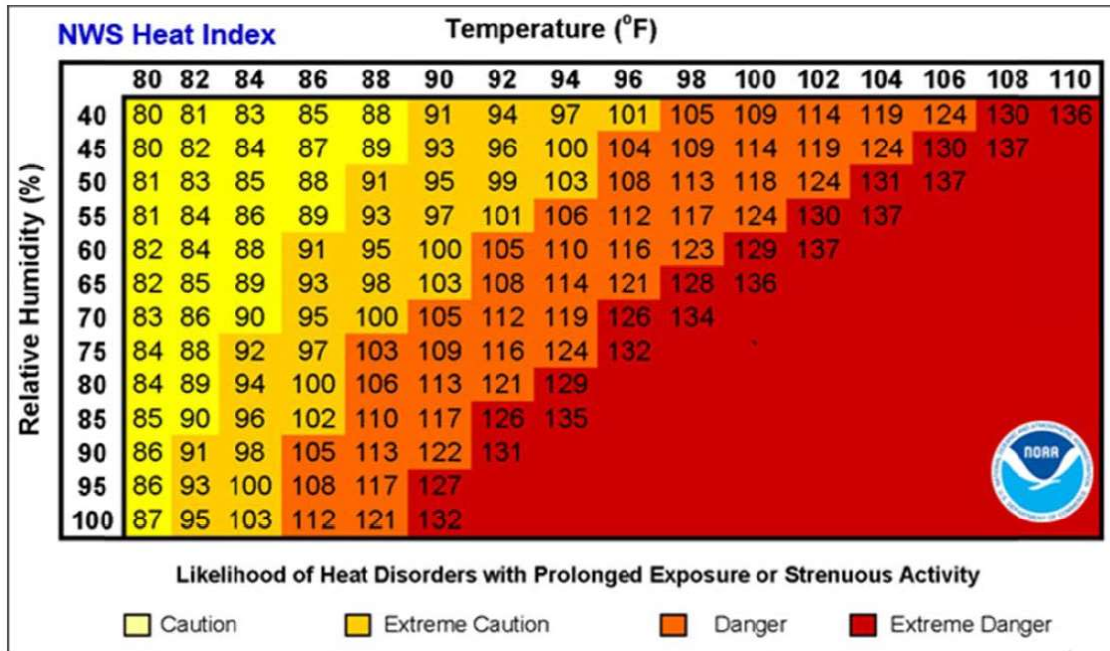


Figure 3-17: National Weather Service Heat Index

(NWS, 2023)

Any person can suffer from heat stress, but according to the EPA, those most vulnerable to extreme heat are the elderly, very young children, those with chronic illnesses, and those who are pregnant, as well as people working outdoors, the socially isolated and economically disadvantaged, and some communities of color. (EPA, 2022).

Probability

The summer months are when Effingham County is most likely to experience the impacts of extreme heat. Since the past HMP update in 2016, the average temperatures between June and August have ranged from 80.5°F to 81.5°F, with maximum temperatures of 92°F (NOAA National Centers for Environmental information, n.d.). Spring and fall, though historically cooler, have been known to have periods of weather where temperatures climb above 90°F. The historical record of nights with minimum temperatures above 75°F is less than 30, as shown in Figure 3.18.

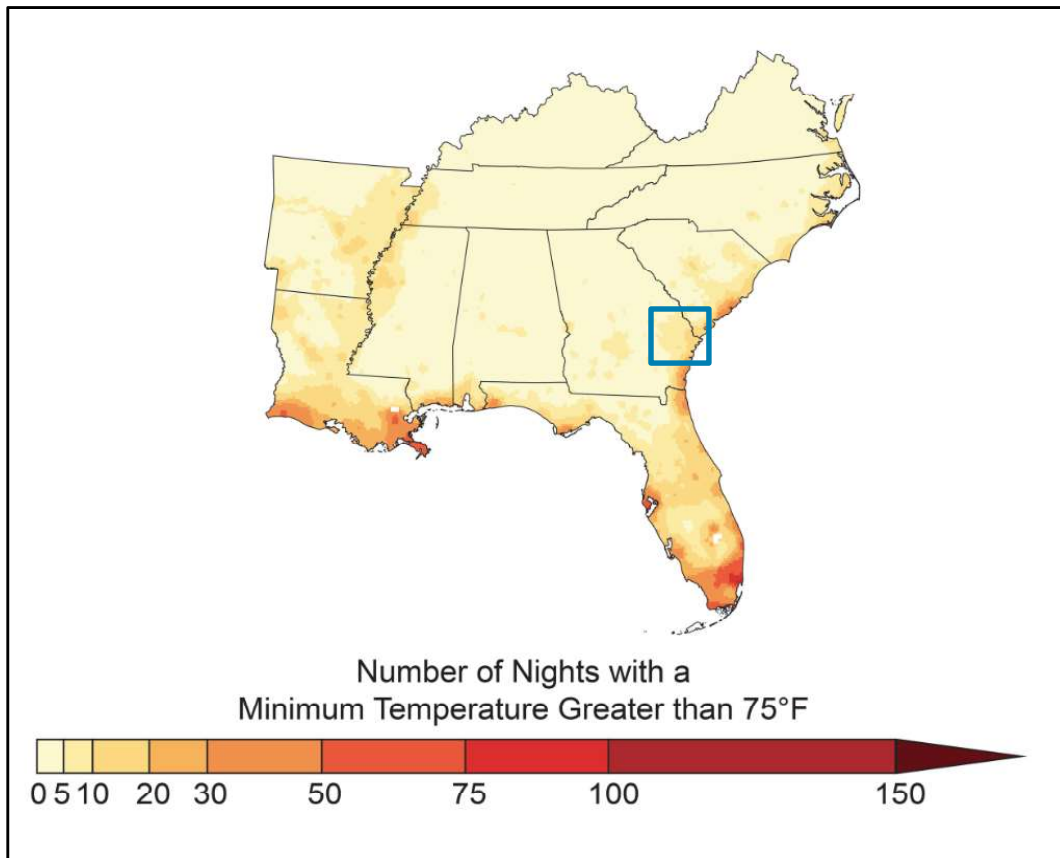


Figure 3-18: Historical Number of Warm Nights (days with minimum temperatures above 75°F) per year in the Southeastern U.S. (USGCRP, 2018)

Location

Effingham County is at risk of extreme heat, however, there are some factors that can reduce or worsen the impact of heat. An urban heat island is something that occurs in urbanized areas where there are buildings, roads, parking lots, and other impervious surfaces and minimal trees and vegetation. This infrastructure absorbs heat and increases the temperature enough that there is a noticeable temperature difference between these urban areas and nearby rural areas. Areas with greater development, like Springfield, Rincon, and Guyton's downtown areas, as well as large industrial and commercial areas, are more likely to experience the impacts of urban heat islands.

3.11.3 Extreme Heat and Climate Change

According to the IPCC, 4th National Climate Assessment global temperatures are anticipated to continue to rise throughout the 21st century. The projections indicate that winters will become milder, with a reduced frequency of sub-zero days, while summers will become hotter, with an increased number of days experiencing maximum temperatures exceeding 90°F.

Fourth National Climate Assessment (USGCRP, 2018) states that after the middle of the 21st century, the projected increases are expected to be less severe under the lower scenario (RCP4.5). On the other hand, the higher scenario (RCP8.5) predicts much larger changes by the late 21st century, which is closely tied to our current consumption of fossil fuels. **Under this scenario, minimum**

nighttime temperatures above 75°F and maximum daytime temperatures above 95°F are anticipated to become the summer norm, with nights above 80°F and days above 100°F becoming common occurrences. Cooling degree days, a measure of the need for air conditioning, are projected to nearly double, while heating degree days are expected to decrease by over a third. Furthermore, the freeze-free season is expected to lengthen by more than a month, and the frequency of freezing temperatures is anticipated to decrease substantially.

Based on the projections in the map below (Figure 3.19), **Effingham County area is expected to have over 75 nights with a minimum temperature higher than 75°F by mid-century and more than 100 nights by late century under a high emission scenario (RCP8.5) compared to a historical record of less than 30 days as shown in figure 3.17.** The County is also projected to be included in a small list of counties from Georgia that will likely experience on average 0.5 days or more per year with a heat index at or above 125°F in 2053 (Freedman, 2022).

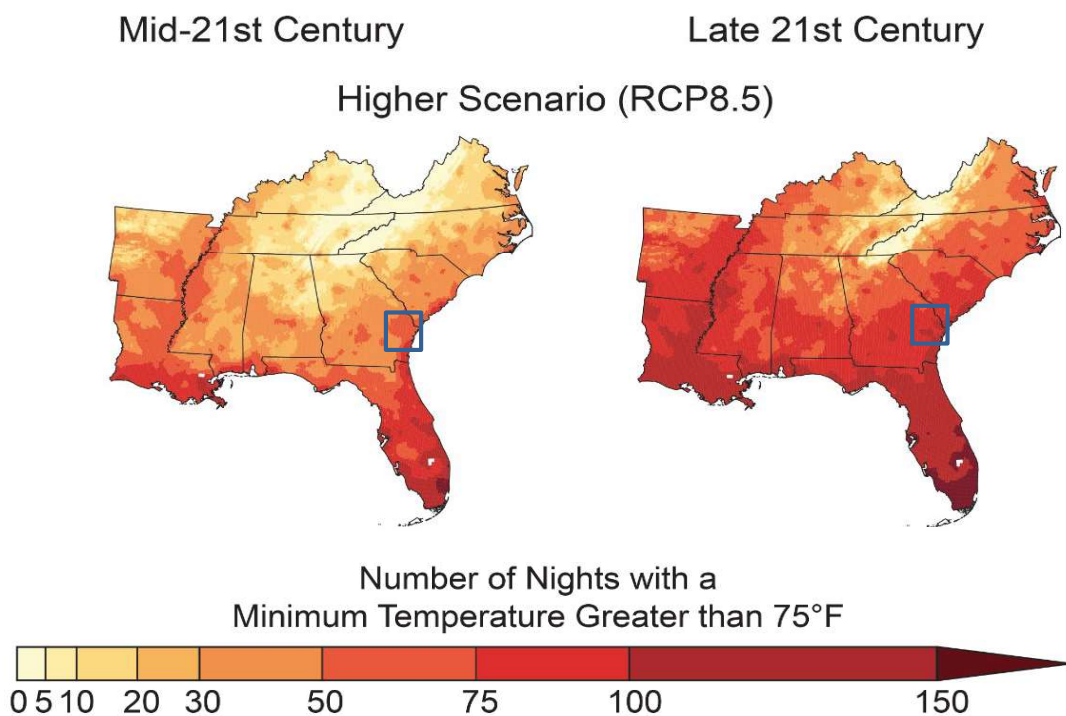


Figure 3-19: Extreme Heat: Projected number of warm nights (days with minimum temperatures above 75°F) per year by mid-century and late century in the Southeastern U.S. under high emission scenario. Blue outlined area represents Effingham County

(USGCRP, 2018).



Figure 3-20: 2053 Projected Heat Index at or above 125°F heat index for 0.5 days or more per year in U.S. Counties (Effingham County is marked by blue outlined area)

(Freedman, 2022)

Extent of Extreme Heat due to Climate Change

Rising temperatures due to climate change have already increased and will likely continue to increase in the future, which will cause more frequent and/or more severe heat waves (GEMA, 2019). The more heat waves that occur, the greater threat of injury and death.

Probability of Extreme Heat due to Climate Change

The following table (Table 3-17) shows extreme heat projections from Climate Explorer Tool (U.S. Federal Government, 2023). A higher number of hot days is likely to indicate a higher number of heat waves and heat stress events. High heat days combined with no precipitation, can be detrimental to public health and safety and crop productions.

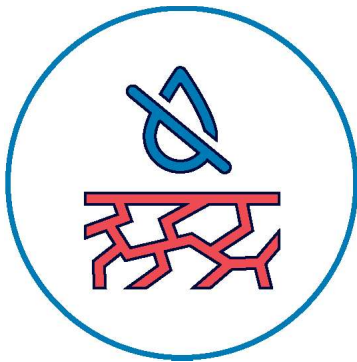
Table 3-17: Extreme Heat Projections

Precipitation Parameter	Baseline	2025s		2050s		2075s	
	(1950-2013)	(2010-2040)		(2035-2065)		(2060-2090)	
		Low Emission (RCP4.5)	High Emission (RCP8.5)	Low Emission (RCP4.5)	High Emission (RCP8.5)	Low Emission (RCP4.5)	High Emission (RCP8.5)
Average daily maximum temperature	77.4	79.6	79.7	81.0	81.8	81.7	84.2
Number of days with maximum temperature >95°F	17.6	36.5	37.9	52.8	64.4	63.5	95.4
Number of days with maximum temperature >100°F	1.7	6.5	6.8	12.5	18.2	18.0	39.6
Number of days with minimum temperature >80°F	0.04	1.5	1.6	3.6	7.3	6.7	25.8

Location of Extreme Heat due to Climate Change

The intensity of extreme heat events may vary in location based on development practices in the future.

3.12 Drought



3.12.1 Description

Drought hazards are prolonged periods of precipitation deficiencies compared to the average rainfall levels in an area. Droughts can last anywhere between a few weeks to years but usually last at least a season or more. Droughts can occur in every climatic zone and since their effects are dependent on the human activity in the area, their spatial extent can range from a small area of a couple counties to an entire region or country. The table below describes types of droughts in regard to their time duration.

Table 3-18: Types of Droughts Based on Duration

Length of Time	Type of Drought
1-3 months	short term
4-6 months	intermediate
6+ months	long term

(GEMA, 2019)

Droughts can have a significant impact on the availability and quality of drinking water. Less precipitation reduces the amount of water that flows into rivers, lakes, reservoirs, and into the ground. This can lead to a decreased water supply, and in some cases a source can dry up completely. Additionally, if the groundwater level drops below the cone of depression of a drinking water well, the well can no longer bring up water. Additionally, pumping a dry well can cause permanent damage to the well pump.

Drought can also affect the quality of drinking water. When water levels drop, the concentration of contaminants will increase. This will result in higher level of contaminants in the drinking water supply. Saltwater intrusion can also occur in coastal areas like Effingham County, when over pumping of ground or surface water reduces the fresh water to the point that saltwater infiltrates the drinking water source.

In areas where there is already a limited supply of drinking water, drought can exacerbate the issue and lead to water supply shortages. This can impact public health, and can also impact industries that rely on water, such as manufacturing and agriculture.

3.12.2 Previous Drought Occurrences

Extent

The U.S. Drought Monitor (2000-present) uses a five-category system, labeled:

- Abnormally Dry or D0, (a precursor to drought, not actually drought), and
- Moderate (D1),
- Severe (D2),
- Extreme (D3) and,
- Exceptional (D4) Drought.

	Color	Condition	Description
Dry Conditions		D4	Exceptional drought: agricultural economy is severely impacted; fire risk is high; fire activity increases; tree mortality is high; army worm outbreaks occur.
		D3	Extreme drought: majority of hay/grazing is lost; agriculture suffers economic losses; outdoor burn bans are implemented; rivers and livestock ponds are dry; wells are drying up; mandatory water conservation is implemented.
		D2	Severe drought: crops are stressed; hay yield is low; producers feed cattle early; planting is delayed; soil is hard; conditions are dustier than usual; small streams dry up; rivers are very low; tree mortality begins.
		D1	Moderate drought: crops are vulnerable; soil moisture is low; gardens and lawns require more water; stream and pond levels are lower; water temperatures increase.
		D0	Abnormally dry: topsoil moisture decreases; planting is delayed; fire risk is elevated
		near normal	Near normal conditions

Figure 3-21: Legend and Description U.S Drought Monitor Categories

(NIDIS/NOAA, 2023)

The graph below shows historical conditions for Effingham County since the last HMP update.

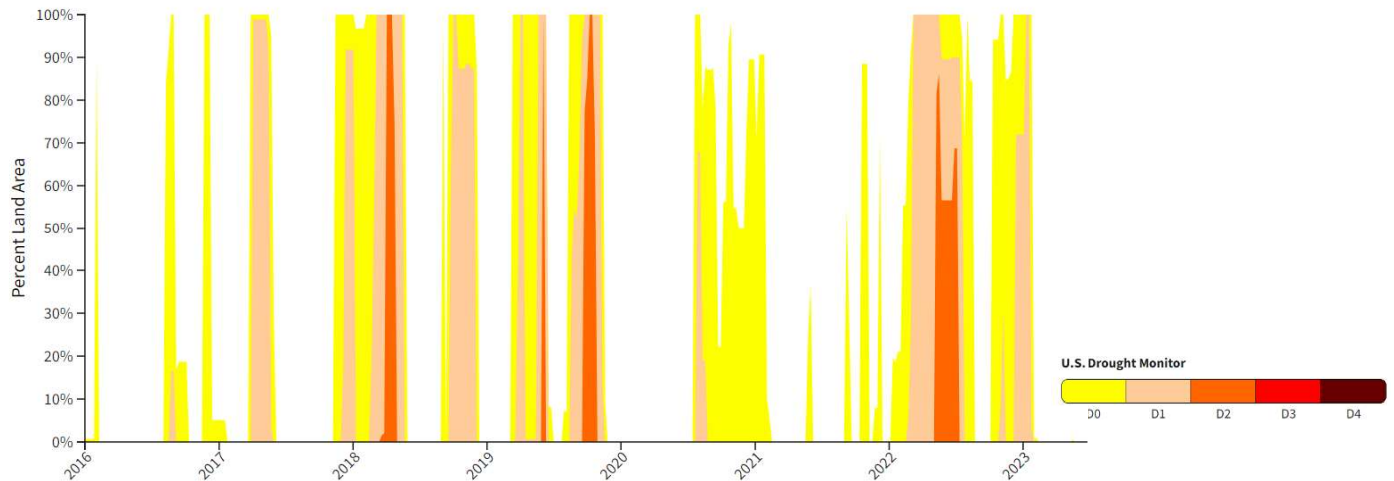


Figure 3-22: Weekly Historical Drought Trends from 2016 to July 25, 2023, in Effingham County, GA

(NIDIS/NOAA, 2023)

Probability

There have been four severe droughts (orange on the graph above) since 2017 when the previous hazard mitigation plan came out in Effingham County. According to the previous hazard mitigation plan, there were no new droughts in Effingham County from April 2013–November 2016, but the plan prior to it stated there were 20 drought events in the county between 1986 and 2002 (Effingham County, 2017).

Location

The likelihood of experiencing drought is not confined to any specific area of Effingham County. However, some water sources may experience a higher risk during a drought. The primary water source in Effingham County comes from the I&D System, supplied by Abercorn Creek. Abercorn Creek is a tributary of the Savannah River, so during times of drought the saline levels increase from the coastal influence. Additionally, anywhere south of GA-119 that is connected to public drinking water has greater restrictions on water use due to the limited capacity of the water source. Agricultural fields are also affected during drought periods.

3.12.3 Probability of Future Drought due to Climate Change

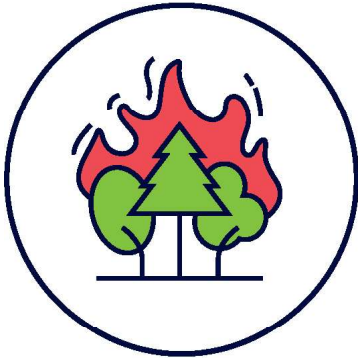
Drought has been a reoccurring issue in the Southeast and affects agriculture, forestry, and water resources. There is a correlation between droughts and climate change, but it is difficult to attribute increases in droughts to climate change because droughts are variable. (Means, 2023) It is difficult to estimate future events due to limited historical data and the nature of drought events (GEMA, 2019).

Higher temperatures increase the rate of soil moisture loss during dry spells, thus leading to more intense drought and increased competition for the state's water resources (NOAA, 2022). The number of dry days, which is one of the indicators of drought, are also projected to increase by end of century under both low and high emission scenarios (U.S. Federal Government, 2023). Intra-annual droughts are predicted to become more common in the future. (USGCRP, 2018).



Figure 3-23: Drought. Sources/usage: Public Domain

3.13 Wildfire



3.13.1 Description

A wildfire is an unplanned, unwanted fire burning in a natural area such as a forest, grassland, or prairie. Wildfires can start from natural causes such as lightning, but most are caused accidentally or intentionally by humans (FEMA, Wildfire, 2023). They can damage natural resources, destroy homes, and threaten human lives and safety (FEMA, 2023c).

Wildfires are often a result of drought conditions; they are fueled by grasses and trees that become more flammable when they dry out, thus increasing the likelihood of fire (NOAA, 2023). Wildfires have the ability to spread rapidly and can range in size. Weather contributes strongly to wildfire behavior, but it is very variable; the strength and behavior of winds can affect wildfire behavior. Wildfires are often the cause of secondary hazards, such as landslides and flooding, which occur after vegetation is consumed by the fire, leaving the soil loose and easily maneuverable (GEMA, 2019).

Effingham County has fire departments within the municipalities of Springfield, Guyton, and Rincon, and also has ten volunteer fire departments throughout the County under Effingham County Fire and Rescue. There is a county protection unit two miles west of Springfield maintained by the Georgia Forestry Commission that aides in responding to wildfires throughout the county (Effingham County, 2017).

3.13.2 Previous Wildfire Occurrences

In 2022, Effingham County Fire Department responded to 37 wildfires that burned 403.1 acres. The average number of wildfires per year for the last five years was 29 wildfires per year with an average yearly burn of 182.65 acres (Lastinger, 2022). Brush fires were recently reported on March 7, 2023, during an elevated fire risk caused by low humidity, breezy winds, and dry fuels (Effingham County Fire Rescue, 2023).

Extent

Wildfires are tracked by the total number of fires (frequency), the total land area burned (extent), the degree of damage that fires cause to the landscape (severity), and seasonal patterns. (EPA, 2023). Wildfires over 500 acres are monitored through the Monitoring Trends in Burn Severity (MTBS) project, which identified one wildfire in 1999 that resulted in 902 burned acres in Effingham County.

Frequency

Effingham County has a medium threat of wildfire, which is determined based on the chance of experiencing weather that could support a wildfire and the resulting loss of property and life in any given year (Think Hazard, 2023). Between 2015-2019 the number of incidents reported to the National Fire Incident Reporting System (NFIRS) was between 1001-2500 in Effingham County. The types of fires reported in Effingham County and the state of Georgia for 2015-2019 are shown below (FEMA, 2019).






General Property Use Type	 Residential Fires	 Non-Residential Fires	 Vehicle Fires	 Outside Fires	 Other Fires
Georgia	26.6%	9.3%	15.2%	45.0%	4.0%
Effingham County	21.5%	16.9%	15.3%	41.3%	5.0%

Figure 3-24: Types and Percentages of Fires Reported in Effingham County and the State of Georgia in 2015-2019 (FEMA, 2019)

Location

The maps below, taken from the 2019 Georgia Hazard Mitigation Strategy, show the impact potential and risk of wildfires throughout Georgia (GEMA, 2019). While wildfire risk in the County is very low to moderate (Figure 3.25), the impact of potential by wildland/urban interface is moderate to high (Figure 3.26).

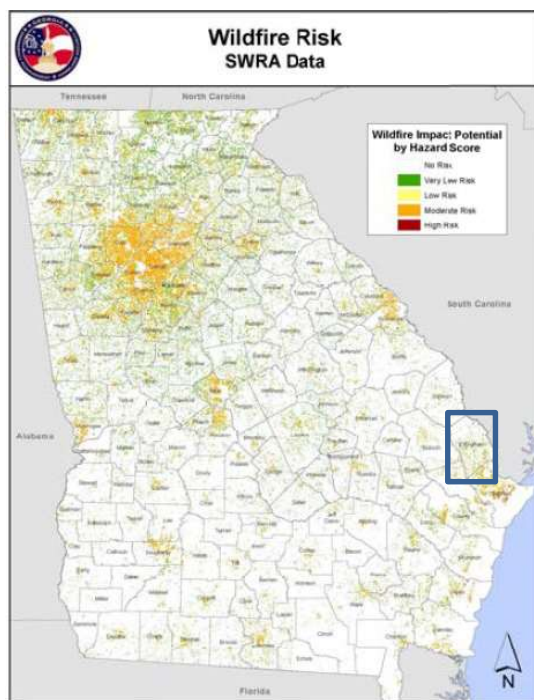


Figure 3-25: Wildfire Risk in Georgia (Effingham County is outlined by blue)

(GEMA, 2019)

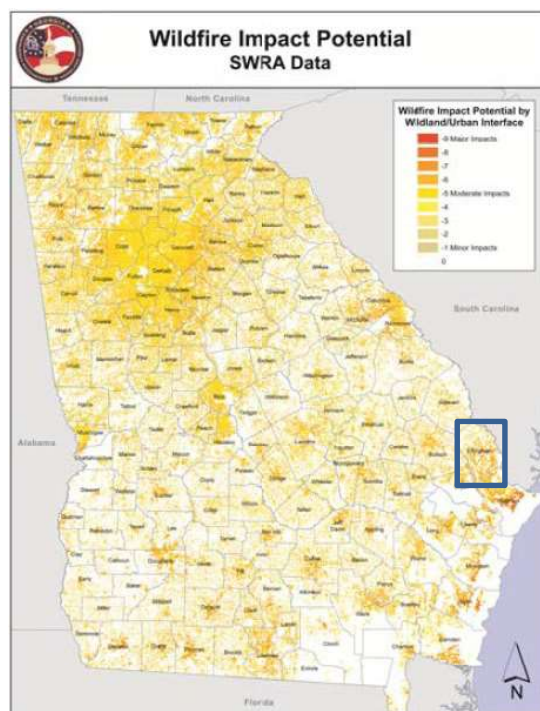


Figure 3-26: Wildfire Impact Potential by Wildland/Urban Interface in Georgia (Effingham County is outlined by blue)

(GEMA, 2019)

Forested and unmaintained areas in Effingham County are at higher risk of wildfire than forests and vegetated areas that undergo regular prescribed burns. However, the risk of wildfires can be drastically reduced through mitigation strategies such as prescribed fire. This mitigation action has been widely adopted across the region. Scientists have found that doubling prescribed fire practices at the landscape level can reduce wildfire ignitions by a factor of four (USGCRP, 2018).

3.13.3 Probability of Future Wildfires due to Climate Change

The occurrence of wildfires is expected to increase in the future due to increasing temperatures and drought conditions. High temperatures will lead to premature leaf drops causing greater accumulation of plant material on the floor of forests. This in conjunction with more frequent droughts are expected to contribute to greater fire activity in the Southeast region (USGCRP, 2018). If urban areas continue to expand near managed forests, there may be reduced opportunities to use prescribed fire, which could have negative impacts on native species, lead to more wildfires, and result in economic and health consequences.

4.0 ASSET INVENTORY



What information will I find in this chapter?

Chapter Four contains an inventory of community assets, considered critical in the provision of essential products and services to the general public, is otherwise necessary to preserve the welfare and quality of life in the County, or fulfills important safety, emergency response and/or disaster recovery functions. Updating this list is a vital function of identifying vulnerability to hazards.

Table 4-1: Chapter 4 Summary of Changes

Chapter 4 Sections	Updates to Section
Land Use and Development Trends	Updated to reflect current data and information
Community Lifelines	Updated to reflect current data and information

This section provides an inventory of the community assets that are important to Effingham County and the Cities of Springfield, Rincon, and Guyton. This section also looks at land use and development trends to get a clearer picture of the different areas of the County that may house community assets in the future so that hazard mitigation and preparedness are integrated with Effingham County's Joint Comprehensive Plan. *All assets and areas discussed in this chapter will be further assessed for their vulnerability to hazards in Chapter 5.*

E1-a

4.1 Land Use and Development Trends

Effingham County is comprised of agriculture and recreational land uses with clusters of industrial and residential zones. Residential lots are common in the three major Cities and along the County's southern border. A variety of housing types are found throughout Effingham, but single-family detached homes are the most common. Over 20% of housing units in Effingham County are mobile homes, which are more vulnerable to hazards than other housing types. Rincon and Springfield officials hope to diversify their housing market and offer novel, yet affordable, housing options.

The County's vulnerability and subsequent capacity to address hazards is largely based on its future land use patterns, which are outlined in the tables below. Although most of Effingham's future land use is expected to remain the same as its existing purpose, the City of Rincon has proposed significantly more industrial land to the northwest of the city. A new \$300 million manufacturing facility will be located on a previously undeveloped parcel. This large new facility is expected to bring many new jobs and be a catalyst for future industrial development around the area.

All new development is supposed to reflect existing land uses. However, a proposed project can adhere to land use trends and zoning regulations while increasing the County's vulnerability. Development should be discouraged in hazardous areas, but without strict regulations for where new construction will be located, there is no guarantee this will occur. Effingham's Joint Comprehensive Plan does not

specifically reference the importance of considering hazards when determining future development trends. The Comprehensive Plan calls for expanded greenspaces and adoption of conservation subdivisions but does not identify priority areas for development. Flooding and other natural disasters are the primary threats to residents and important economic centers. However, industrial development can create their own hazards. The Comprehensive Plan recommends locating industrial sites away from residential neighborhoods, which will limit the threat to the general public.

Table 4-2: Unincorporated Effingham County Future Land Use Distribution

Land Use Type	Acres	Percentage of Total
Agricultural	199,420	68%
Commercial	1,524	1%
Conservation/Recreation	21,660	7%
Industrial	10,370	4%
Mixed-Use	1,320	0%
Public/Institutional	3,214	1%
Residential	36,166	12%
Transportation/Utilities	3,524	1%
Undeveloped	13,974	5%
Total	291,172	100%

*Land use was mapped as part of the ongoing updates of the Joint Comprehensive Plan (Effingham County, 2019).

Table 4-3: Springfield Future Land Use Distribution

Land Use Type	Acres	Percentage of Total
Agricultural	777	36%
Commercial	98	5%
Conservation/Recreation	27	1%
Industrial	152	7%

Land Use Type	Acres	Percentage of Total
Mixed-Use	0	0%
Public/Institutional	371	17%
Residential	438	20%
Transportation/Utilities	0	0%
Undeveloped	98	14%
Total	1961	100%

*Land use was mapped as part of the ongoing updates of the Joint Comprehensive Plan (Effingham County, 2019).

Table 4-4: Rincon Future Land Use Distribution

Land Use Type	Acres	Percentage of Total
Agricultural	1271	19%
Commercial	575	9%
Conservation/Recreation	318	5%
Industrial	1338	20%
Mixed-Use	462	7%
Public/Institutional	211	3%
Residential	2142	32%
Transportation/Utilities	0	0%
Undeveloped	387	6%
Total	6704	100%

*Land use was mapped as part of the ongoing updates of the Joint Comprehensive Plan (Effingham County, 2019).

Table 4-5: Guyton Future Land Use Distribution

Land Use Type	Acres	Percentage of Total
Agricultural	214	10%
Commercial	31	1%
Conservation/Recreation	13	1%
Industrial	0	0%
Mixed-Use	83	4%
Public/Institutional	743	36%
Residential	892	43%
Transportation/Utilities	0	0%
Undeveloped	99	5%
Total	2075	100%

*Land use was mapped as part of the ongoing updates of the Joint Comprehensive Plan (Effingham County, 2019).

4.1.1 Recent Development

As part of the hazard mitigation planning process, Effingham County staff from Development Services and the Planning Department provided specific locations of recently permitted development in Effingham County as well as Springfield, Rincon, and Guyton between 2017 and 2023. Unincorporated Effingham County has experienced significant development over the past several years, as outlined in Table 4-6, Recently Permitted Development. Some of these developments have been permitted recently and have not yet been built, in which case they may also be included in Table 4-7, Potential Future Development.

Table 4-6: Recently Permitted Development (2017 – Present Day)

Type of Development	Number of Buildings	Municipality	Year Permitted	Cost
Residential	124	Unincorporated Effingham County	2023	\$28,563,000
Residential	387	Unincorporated Effingham County	2022	\$106,211,965

Type of Development	Number of Buildings	Municipality	Year Permitted	Cost
Residential	543	Unincorporated Effingham County	2021	\$132,887,000
Residential	560	Unincorporated Effingham County	2020	\$134,456,000
Residential	488	Unincorporated Effingham County	2019	\$120,7533,100
Residential	437	Unincorporated Effingham County	2018	\$110,559,000
Residential	506	Unincorporated Effingham County	2017	\$128,599,000
Commercial/Industrial	3	Unincorporated Effingham County	2023	\$225,000
Commercial/Industrial	70	Unincorporated Effingham County	2022	\$355,959,520
Commercial/Industrial	27	Unincorporated Effingham County	2021	\$222,061,000
Commercial/Industrial	19	Unincorporated Effingham County	2020	\$8,544,000
Commercial/Industrial	30	Unincorporated Effingham County	2019	\$88,111,935
Commercial/Industrial	30	Unincorporated Effingham County	2018	\$6,386,500
Commercial/Industrial	29	Unincorporated Effingham County	2017	\$17,515,036

4.1.2 Potential Future Development

As part of the planning process for Effingham County's 2021 Transportation Master Plan (Effingham County, 2021), Effingham County staff and stakeholders provided information on known or anticipated future development. While many of these plans are preliminary and will evolve before their eventual completion, they show that new development activity is strong, especially south of SR 119. The south-central part of the county has a number of anticipated residential subdivisions while the southern section of SR 21 is anticipating industrial and commercial development. In total, these anticipated developments total over 2,500 new homes and over 5.5 million square feet in industrial/warehousing developments. These development areas can be seen in Figure 4.1.

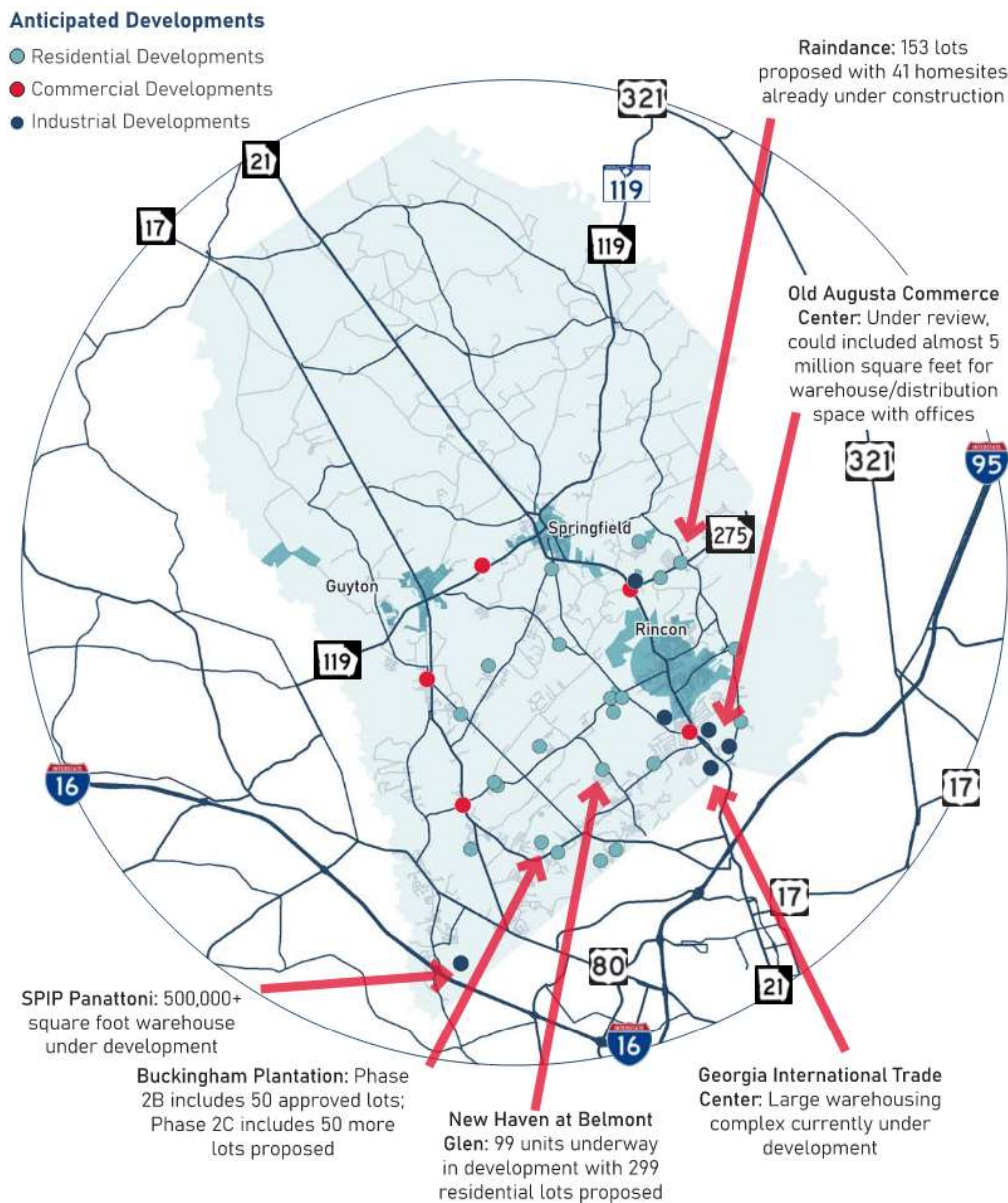


Figure 4-1: Effingham Anticipated Development
(Effingham County, 2021)

The Planning Department provided detailed information on the areas noted in the Transportation Master Plan and additional areas that are likely to be developed or redeveloped within the next five years. Expected residential, commercial, and industrial projects are listed in Table 4-7, Potential Future Development.

Table 4-7: Potential Future Development

Type of Development	Development Name	Municipality
Commercial	Lonadine (Webb Tract)	Unincorporated Effingham County
Residential	McCall Place	Unincorporated Effingham County
Residential	Shadowbrook	Unincorporated Effingham County
Residential	Raindance	Unincorporated Effingham County
Residential	Oglethorpe Landing	Unincorporated Effingham County
Commercial/Industrial	Love's Truck Stop	Unincorporated Effingham County
Residential	Barrister Landing	Unincorporated Effingham County
Commercial	Dollar General	Unincorporated Effingham County
Commercial	Parker's Gas Station	Unincorporated Effingham County
Residential	Emerald Plantation ph 2&3	Unincorporated Effingham County
Residential	Timberlake	Unincorporated Effingham County
Residential	Pine Brook	Unincorporated Effingham County
Residential	Blandford Crossing	Unincorporated Effingham County
Residential	Bluejay Commons	Unincorporated Effingham County
Residential	Covered Bridge	Unincorporated Effingham County
Residential	Buckingham Plantation	Unincorporated Effingham County
Residential	The Woodlands	Unincorporated Effingham County
Residential	Park West	Unincorporated Effingham County

Type of Development	Development Name	Municipality
Residential	Creekside	Unincorporated Effingham County
Residential	New Haven at Belmont Glen	Unincorporated Effingham County
Residential	Longleaf Village (fka Goshen Estates)	Unincorporated Effingham County
Industrial	Omnitrax Industrial site	Unincorporated Effingham County
Commercial	Dollar General	Unincorporated Effingham County
Industrial	Old Augusta Commerce Center industrial site	Unincorporated Effingham County
Industrial	Northgate industrial park and McCormick-Exley industrial sites	Unincorporated Effingham County
Industrial	Cowan industrial site	Unincorporated Effingham County
Industrial	GA International Trade Center (GITC) industrial site	Unincorporated Effingham County
Industrial	Grande View industrial site	Unincorporated Effingham County
Industrial	Savannah Portside Industrial Park industrial site	Unincorporated Effingham County

(Concannon, 2023)

4.2 Community Lifelines

“A lifeline enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security” (FEMA, 2020). Community lifelines can be described within the following seven categories:



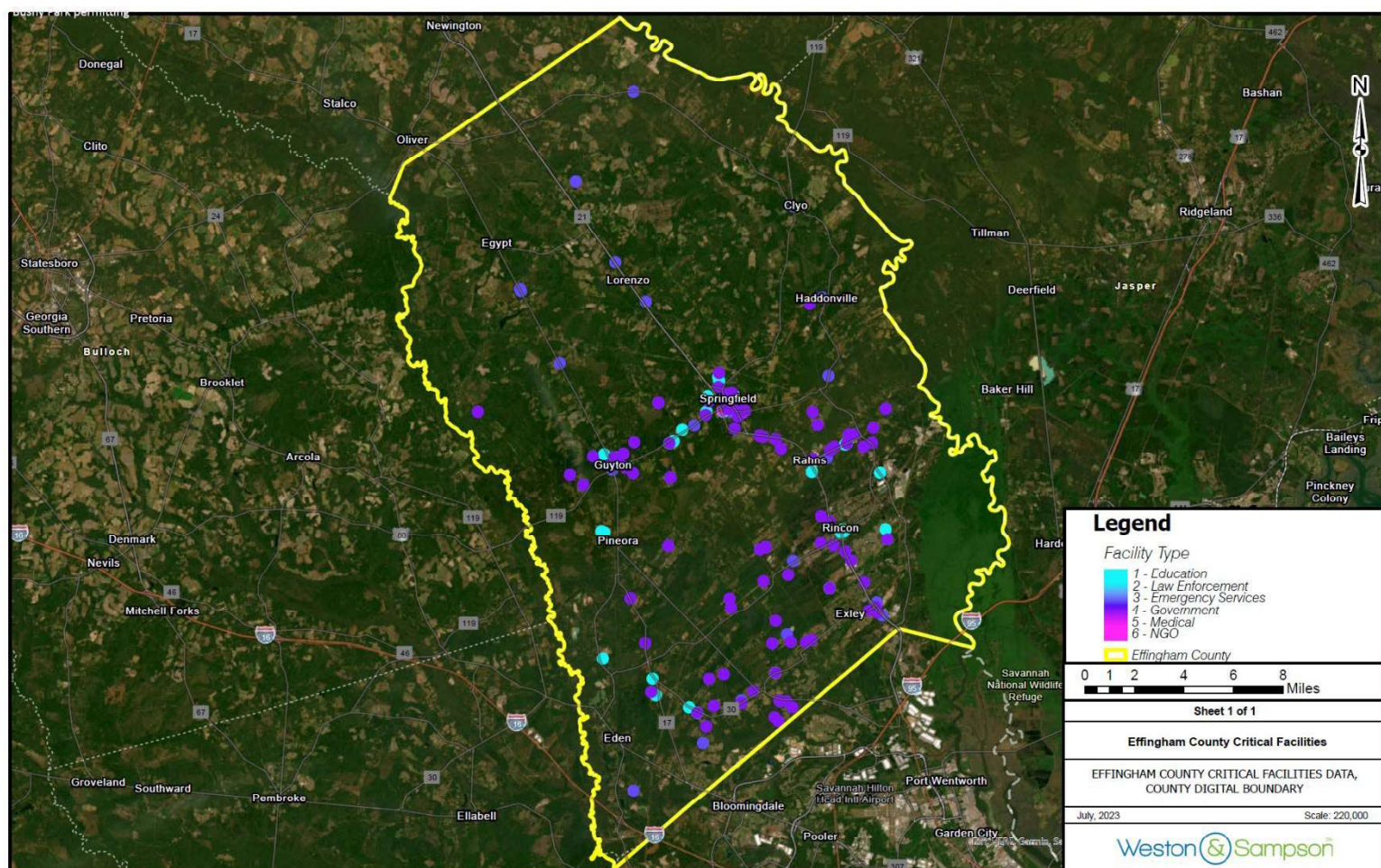




















Figure 4-2: Locations of critical facilities in Effingham County based on facility type.










4.2.1 Effingham County





Table 4-8: Effingham County Community Lifelines

ID	Name	Lifeline Category	Subtype
21920	Effingham County Fire Station 1	 	Fire Service
	Effingham County Fire Station 2-subsite		Fire Service










ID	Name	Lifeline Category	Subtype
6976	Effingham County Fire Station 5		Fire Service
6945	Effingham County Fire Station 7		Fire Service
22180	Effingham County Fire Station 9		Fire Service
28556	Effingham County Board of Education		Government Service
28559	Effingham County BOE Maintenance Facility		Mass Transit
28565	Board of Education Bus Shop		Mass Transit
6966	Central Learning Center		Government Service
28560	Old Effingham County Middle School		Government Service
21938	Springfield Elementary School		Government Service










ID	Name	Lifeline Category	Subtype
	North Radio Tower	 Communications	Infrastructure
	Effingham County Fire Station 2	 Safety and Security	Fire Service
21921	Effingham County Fire Station 6	 Safety and Security	Fire Service
	Effingham County Fire Station 12	 Safety and Security	Fire Service
	Effingham County Fire Station 14	 Safety and Security	Fire Service
6979	Effingham County Hospital	 Health and Medical	Medical Care
6994	Effingham County Health Department	 Health and Medical	Medical Care
28582	Effingham EMS #1	 Health and Medical	Medical Care
6965	Effingham County Courthouse	 Safety and Security	Law Enforcement/Security

ID	Name	Lifeline Category	Subtype
6969	Judicial Complex		Law Enforcement/Security
6978	Effingham Sheriff's Office		Law Enforcement/Security
6956	Effingham County Jail		Law Enforcement/Security
6955	Effingham County Correctional Institution		Law Enforcement/Security
	North Effingham Branch Library		Government Service
28568	Effingham County Animal Shelter		Government Service
28587	Effingham Senior Citizens Center		Government Service
28586	Effingham Rec Dept & Gym		Government Service
	CEM Rec Complex & Gym		Government Service










ID	Name	Lifeline Category	Subtype
28070	Effingham Admin Complex		Government Service
6951	Effingham Industrial Park Tower		Government Service
28561	Effingham County Middle School Lift Station		Government Service
28594	Effingham Sewer Lift Station PS #6		Government Service
	Springfield Central School Well 2		Water
	Berryville Well 9		Water
28566	Effingham County Middle School		Government Service
6946	Effingham County High School		Government Service
22176	Guyton Elementary School		Government Service

ID	Name	Lifeline Category	Subtype
21969	Marlow Elementary School		Government Service
21970	Marlow Learning Center		Government Service
21925	Sand Hill Elementary School		Government Service
21972	South Effingham Elementary School		Government Service
21971	South Effingham Middle School		Government Service
6963	South Effingham High School		Government Service
28562	Honey Ridge Complex		Government Service
28563	Gatekeeper House		Government Service
6967	Multi-Agency Call Center		911 and Dispatch



ID	Name	Lifeline Category	Subtype
21607	Landfill Radio Tower		Infrastructure
	Effingham County Fire Station 3		Fire Service
21963	Effingham County Fire Station 4		Fire Service
28584	Effingham County Fire Station 8		Fire Service
21923	Effingham County Fire Station 10		Fire Service
28583	Effingham County Fire Station 11		Fire Service
	Effingham County Fire Station 13		Fire Service
	Effingham County Fire Station 15		Fire Service
28588	Effingham Sewer Lift Station PS #10		Government Service









ID	Name	Lifeline Category	Subtype
28589	Effingham Sewer Lift Station PS #13		Government Service
28590	Effingham Sewer Lift Station PS #15 -		Government Service
28591	Effingham Sewer Lift Station PS #3		Government Service
28592	Effingham Sewer Lift Station PS #4		Government Service
	Marlow Elementary Lift Station		Government Service
	South Bend Lift Station		Government Service
	Greystone Lift Station		Government Service
	S.E.P. Buckingham Lift Station		Government Service
	Staffordshire Lift Station		Government Service

ID	Name	Lifeline Category	Subtype
	Park West Phase 3 Lift Station		Government Service
	Cedar Ridge Lift Station		Government Service
	Laurel Mill Lift Station		Government Service
	Saddleclub @ Belmont Glen Lift Station		Government Service
	Patriots Point Lift Station		Government Service
	Antigua-Caribbean Village Lift Station		Government Service
	Park West Phase 4 Lift Station		Government Service
	Woodlands Lift Station		Government Service
	Covered Bridge Lift Station		Government Service

ID	Name	Lifeline Category	Subtype
	Park West Phase 5 Lift Station		Government Service
	Creekside Lift Station		Government Service
	New Haven Lift Station		Government Service
	Hunter's Chase Well 4		Water
	Abbey Lane Well 5		Water
	Courthouse Road Well 6		Water
	Southbrook Well 8		Water
	Greenbriar Well 11		Water
	South Effingham Water Reclamation Facility		Government Service





ID	Name	Lifeline Category	Subtype
	Caribbean Village Emergency Back Up		Government Service
	South Effingham Middle/High Emergency Back UP		Government Service
21968	Blanford Elementary School		Government Service
	Crossroads Academy		Government Service
	enCompass Academy		Government Service
28564	Ebenezer Elementary School		Government Service
21937	Ebenezer Middle School		Government Service
22178	Effingham College & Career Academy		Government Service
28567	Rincon Elementary School		Government Service

ID	Name	Lifeline Category	Subtype
	South Radio Tower		Infrastructure
28585	Goshen Public Safety Building		Fire Service
6983	South Effingham Branch Library		Government Service
28593	Effingham Sewer Lift Station PS #5		Government Service
6958	Georgia Pacific Paper Mill		Government Service
	Blandford Elementary Lift Station		Government Service
	Goshen Road Learning Tree Lift Station		Government Service
	Old Augusta Rd Jasper Village Lift Station		Government Service
	Red Oak Lift Station		Government Service

ID	Name	Lifeline Category	Subtype
	Summer Station Lift Station		Government Service
	Blandford Crossing Lift Station		Government Service
	Trade Center-GITC Lift Station		Government Service
	Goshen Emergency Back Up		Government Service
	Ninth Street Lift Station		Government Service
	Well #5		Water
	Seventh Street Lift Station		Government Service
	Silverwood Well #4 and Lift Station #4		Water







4.2.2 City of Springfield

Table 4-9: City of Springfield Community Lifelines

ID	Name	Lifeline Category	Subtype
22182	Springfield Police Department		Law Enforcement/Security
6985	Springfield City Hall		Government Service
6947	Springfield Pond		Government Service
6948	Harris Hinely Wastewater Treatment Plant		Government Service
6949	City of Springfield - Water		Water
	Lake Drive Lift Station		Government Service
	Railroad Lift Station		Government Service
	McCall Lift Station		Government Service

ID	Name	Lifeline Category	Subtype
	Hwy 119 Lift Station		Government Service
	Fourth Street Lift Station		Government Service
	Industrial Park Lift Station		Government Service
	Beebe Lift Station		Government Service
	Development Authority Lift Station 2		Government Service
	Early Street Lift Station		Government Service
	Hwy 21 South Lift Station		Government Service
	Shadowbrook Subdivision Lift Station		Government Service
	Shadowbrook PH5 Lift Station		Government Service

ID	Name	Lifeline Category	Subtype
	Ebenezer Bluff Lift Station	 Safety and Security	Government Service
	Well 6	 Food, Water, Shelter	Water
	Well 7	 Food, Water, Shelter	Water
	Ash Street Lift Station	 Safety and Security	Government Service
	Development Authority Lift Station	 Safety and Security	Government Service
	Brookstone Subdivision Lift Station	 Safety and Security	Government Service
	Ebenezer Elementary Lift Station	 Safety and Security	Government Service
	Cobblestone Subdivision Lift Station	 Safety and Security	Government Service
	Ramsey Landing Subdivision Lift Station 1	 Safety and Security	Government Service

ID	Name	Lifeline Category	Subtype
	Ramsey Landing Subdivision Lift Station 2		Government Service
	Effingham County Rec Dpt Lift Station		Government Service
	Raindance Lift Station		Government Service
	Well 8/9		Water
	Well 4 Emergency Back-up & Elevated Storage Tank		Government Service
	Well 5 Emergency Back-up		Government Service

4.2.3 City of Guyton

Table 4-10: City of Guyton Community Lifelines

ID	Name	Lifeline Category	Subtype
6987	Guyton Police Department		Law Enforcement/Security

ID	Name	Lifeline Category	Subtype
6984	Guyton City Hall		Government Service
21922	Guyton Public Works		Government Service
6952	Guyton Water Tower		Water
6953	City of Guyton - Water		Water
6954	Guyton Well		Water
	West Central Station Lift Station		Government Service
	Hidden Creek Lift Station		Government Service
	Martha Drive Lift Station		Government Service
	Griffin Road Lift Station		Government Service

ID	Name	Lifeline Category	Subtype
	Linton Lane Lift Station	 Safety and Security	Government Service
	Mossy Hollow Lift Station	 Safety and Security	Government Service
	Summer Place Lift Station	 Safety and Security	Government Service
	City Well 2	 Food, Water, Shelter	Water
	City Well 3 & Elevated Storage Tank	 Food, Water, Shelter	Water
	Guyton WWTP	 Safety and Security	Government Service
	Well #3	 Food, Water, Shelter	Water

4.2.4 City of Rincon

Table 4-11: City of Rincon Community Lifelines

ID	Name	Lifeline Category	Subtype
6971	Rincon Fire Department Station 1		Fire Service
6972	Ebenezer Fire Station		Fire Service
	Rincon Fire Department Station 4		Fire Service
22181	Rincon Police Department		Law Enforcement/Security
	Rincon City Hall		Government Service
6950	Rincon Water Treatment Plant		Government Service
6964	Lisa Street Well		Water

5.0 VULNERABILITY ASSESSMENT



What information will I find in this chapter?

Chapter Five includes a summary of the vulnerability and impacts on the County from identified hazards, including each jurisdiction's vulnerability, potential impacts of identified hazards and NFIP-insured structures repetitively damaged by floods. (Requirement 44 CFR § 201.6(c)(2)(ii))

Table 5-1: Chapter 5 Summary of Changes

Chapter 5 Sections	Updates to Section
Overview	Updates to include new methodology for HAZUS 6.0 modeling done by Weston & Sampson and updated HAZUS information provided by GEMA.
Inland (Riverine) Flooding	<p>New risk assessment section to identify risk to each municipality</p> <p>HAZUS 6.0 model results added</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Dam Failure	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Coastal Flooding	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Hurricane	<p>New risk assessment section to identify risk to each municipality</p> <p>HAZUS 6.0 model results added</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Wind	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>

Chapter 5 Sections	Updates to Section
Tornadoes	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Severe Summer Storms	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Severe Winter Weather	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Geologic Hazards	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Extreme Heat	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Drought	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Wildfire	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Environmental Contamination	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>
Hazardous Material Spills/Radiological Incidents	<p>New risk assessment section to identify risk to each municipality</p> <p>New sections to discuss specific impacts on people, structures, systems, natural resources, and activities that have value to the community</p>

Chapter 5 Sections	Updates to Section
Cyber Security	New subsection added
Pandemic Response	New subsection added

5.1 Overview

Communities are vulnerable to both natural and man-made hazards and thus require an assessment of exposure, risks, and vulnerabilities. The purpose of conducting a vulnerability assessment is to evaluate the potential damage that could occur from natural hazards of various types and intensities. This section ties the hazards identified in Chapter 3 to the critical facilities assets identified in Chapter 4 to determine the potential losses that the County may face during a natural hazard event. Effingham County is divided into four (4) municipal boundaries.

- Effingham County
- City of Guyton
- City of Rincon
- City of Springfield

While vulnerability and risk assessment of present-day assets and future developments will be discussed on a County wide scale, the extent of impacts will be summarized at the end of each hazard profile on a municipality-wide scale.

Vulnerability Ranking			
Rank	Hazard	Score	Priority
1	Tornado	34	High
2	Inland Flooding	32	High
3	Hurricane Wind	30	High
4	Severe Weather	28	High
5	Coastal Hazards	27	High
6	Drought	26	Medium
7	Severe Winter Weather	26	Medium

Vulnerability Ranking			
Rank	Hazard	Score	Priority
8	Wildfire	24	Medium
9	Wind	17	Medium
10	Extreme Heat	17	Medium
12	Seismic Hazards	10	Low
13	Geologic Hazards	6	Low

Two risk assessment methodologies were used in the formation of this vulnerability assessment. The first consists of a quantitative analysis that relies upon the best available data and technology, while the second approach consists of a qualitative analysis that relies on local knowledge and rational decision making.

The quantitative analysis involved the use of FEMA's Hazus-MH Version 2.2 SP1, a nationally applicable standardized set of models for estimating potential losses from earthquakes, floods, and hurricanes and a GIS based risk assessment using data from local, regional, and national resources including data from GMIS, Effingham County GIS, FEMA, and NOAA's National Centers for Environmental Information (NCEI). Effingham County study region is approximately 23 square miles and contains 1,148 census blocks. The region is comprised of over twenty-three thousand (23,000) households and has a total population of 64,648 people.

The qualitative approach was taken in those instances when the identified hazard is not mapped or cannot be mapped. In those instances, vulnerability assessments were made using the qualitative assessment of the potential impacts of the hazard on local assets where there is a known, identified hazard area, such as a mapped floodplain.

The vulnerability assessment section is organized based on the hazards identified in Chapter 3 of this report. The risk assessment section in the report defines the qualitative risk of each county to the relative hazard under present day and future conditions. There is not enough data available to interpret the future vulnerability for some of the hazards. In those cases, the risk assessment was done using the best judgement based on historical occurrences and future probabilities. Four jurisdictions in Effingham County were reviewed independently of each other.

The high, medium, and low risks associated with the hazards can be defined as follows:

High risk: The jurisdiction is highly vulnerable to specific climate-related events either present day or under future climate change. Qualitatively this implies that the hazard has the potential to cause major damage to public health, agricultural lands, and critical infrastructure located within the jurisdiction considering that no actions are taken to improve existing infrastructure, resources, or effective disaster

management systems. High-risk areas require the most investments in adaptation measures, early warning systems, and disaster preparedness to reduce potential damage and protect vulnerable populations.

Medium risk: The jurisdiction is moderately vulnerable to specific climate-related events either present day or under future climate change. Qualitatively this implies that the hazard has the potential to cause some damage to public health, agricultural lands, and critical infrastructure located within the jurisdiction considering that no actions are taken to improve existing infrastructure, resources, or effective disaster management systems. Medium-risk areas require some investments in adaptation measures, early warning systems, and disaster preparedness to reduce potential damage and protect vulnerable populations.

Low risk: The jurisdiction has low vulnerability to specific climate-related events either present day or under future climate change. Qualitatively this implies that the hazard will cause minimal or no damage to public health, agricultural lands, and critical infrastructure located within the jurisdiction even if no actions are taken to improve existing infrastructure, resources, or effective disaster management systems. Low-risk areas require minimal or no investments in adaptation measures, early warning systems, and disaster preparedness to reduce potential damage and protect vulnerable populations.

5.2 Inland (Riverine) Flooding

5.2.1 Method

To provide Effingham County decision-makers with the best available information for estimating losses from inland flooding, riverine losses were determined from the 1% flood boundaries provided by the FEMA Flood Map Service Center in **April 2023**. To generate riverine depth grids, the flood boundaries were overlaid with the USGS 10-meter DEM using the Hazus-MH Enhanced Quick Look tool. The riverine flood depth grid was then imported into Hazus-MH to calculate the riverine flood loss estimates. **Figure 1**, below, illustrates the riverine inundation boundary associated with the 500-year flood (1% annual chance). Note: riverine flooding may not consider elevated housing or raised Base Flood Elevation (Georgia, Hazard Risk Analyses Supplement to the Effingham County Joint Hazard Mitigation Plan, 2023).

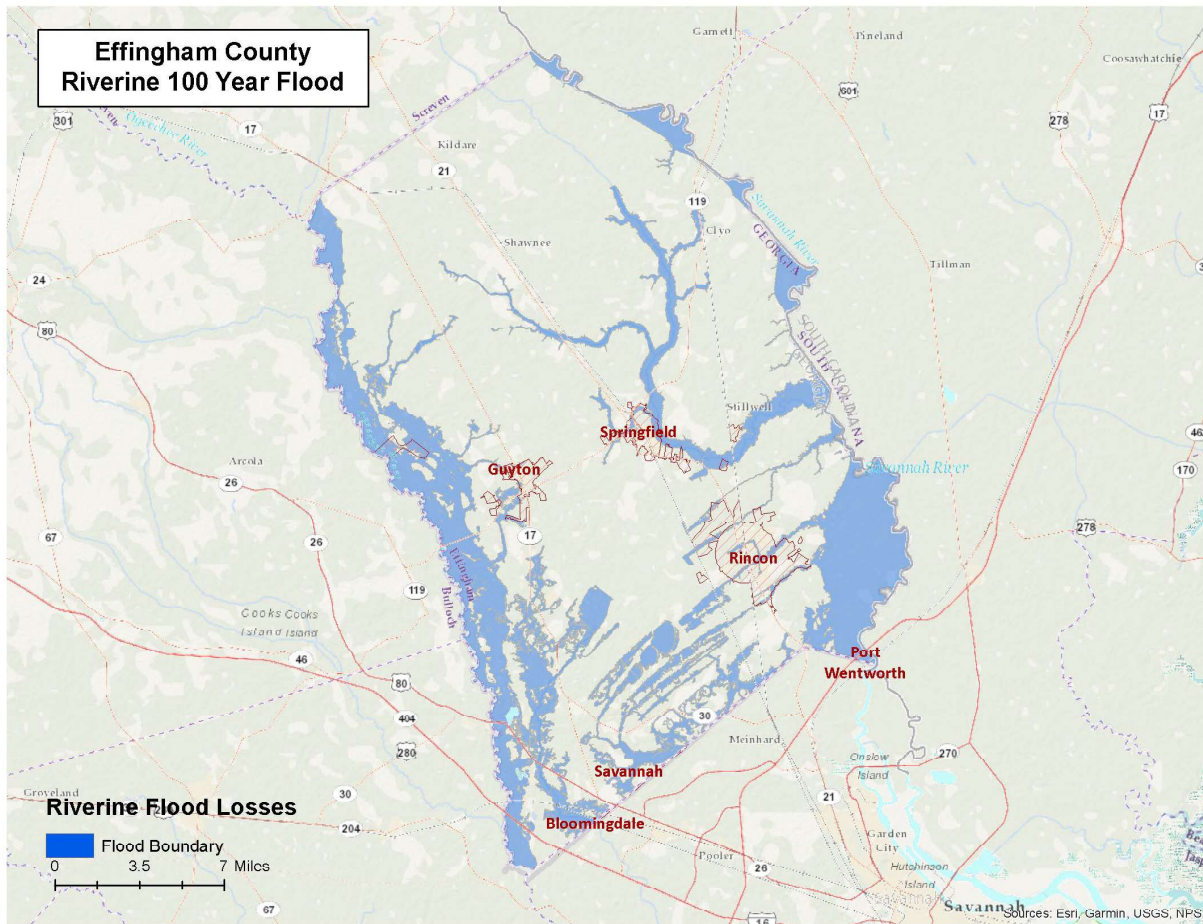


Figure 5-1: Riverine Flood Inundation 500 Year Storm

Effingham County has buildings that are vulnerable to inland flooding during events equivalent to the 500-year riverine flood. Table 5-2 highlights the potential flood-related building damage that might be experienced from the 500-year (1%) flood.

Table 5-2: Potential Building Damage for Riverine Flooding

	500-Year
BUILDING STOCK	
Estimated total number of buildings	28,750
Total building exposure	\$5,912,303,233
POPULATION NEEDS	
# of households displaced	2,984

	500-Year
# of people seeking public shelter	7,714
DEBRIS	
Total debris generated (tons)	1,981
Finishes (tons)	1,132
Structure (tons)	252
Foundation (tons)	598
# of truckloads to clear building debris (@25 tons/truck)	48
VALUE OF DAMAGE (2022 USD)	
Total Building Loss	11,881,294

5.2.2 People

Flooding can have impacts on people, both in terms of immediate physical harm and long-term consequences. Here are some ways flooding can impact people:

1. **Loss of life:** Flooding can result in immediate loss of life due to drowning but can also result in more medium and long-term health impacts from water- and vector-borne diseases, injuries, and physical harm from disaster clean-up.
2. **Property damage:** Flooding can cause structural damage to roofs, floors, and foundations. Additionally, flooding can damage the contents within homes and vehicles if flood waters are able to penetrate the exterior of the home.
3. **Economic impacts:** Flooding can have economic impacts on communities. Flooding can damage crops, disrupt transportation, and impact local industries.
4. **Displacement:** Flooding often results in scenarios where people must abandon their homes in order to stay out of harm's way. Often those who leave their homes return to extensive damage and uninhabitable conditions that require them to find short-term solutions for temporary housing while their homes are repaired, or they must relocate depending on the extent of damage.

5. **Environmental impacts:** Flooding can cause environmental damage, such as water pollution, loss of wildlife habitat, erosion, and changes in river and stream ecology.
6. **Psychological impacts:** Flood events can have a psychological impact on individuals and communities. Trauma, anxiety, and stress can arise from the experience of the disaster, as well as the long-term impacts of displacement and loss.

In the Hazus summary provided, we were able to determine the expected impact on residents during a 500-year flood event. In the 500-year event, Hazus estimated a total of 2,984 households displaced and 7,714 people may require public shelter. The model does not account for elevated housing or parcel centroids (not exactly aligned with in-the-ground structures) (Georgia, 2023) (Georgia, Hazard Risk ANalyses Supplement to the Effingham County Joint Hazard Mitigation Plan, 2023).

The Hazus model places debris into three categories including finishes, structural, and foundations. The summary provided in the table estimates a total of 1,981 tons of debris could be generated (Georgia C. R., Hazard Risk ANalyses Supplement to the Effingham County Joint Hazard Mitigation Plan, 2023).

5.2.3 Structures (including facilities, lifelines and critical infrastructure)

Impacts of flooding on structures can be severe and wide-ranging, including limiting access to roadways, erosion, landslides, contamination. Some of the impacts of flooding on structures include:

1. **Flooding:** One of the most immediate impacts of a dam failure is flooding, which can cause extensive damage to buildings, roads, and other structures. The force of the water can cause buildings to collapse or be swept away, while roads and bridges can be undermined and washed out.
2. **Erosion:** The water that is released during a dam failure can cause erosion to the surrounding area, which can weaken the foundation of nearby structures. This can cause buildings to sink or even collapse.
3. **Landslides:** The force of the water released during a dam failure can trigger landslides, which can cause additional damage to the structures in the surrounding area.
4. **Contamination:** In some cases, a dam failure can release toxic chemicals or other hazardous materials into the surrounding area, which can contaminate soil and water sources. This can have long-term impacts on structures in the area, particularly those that rely on clean water sources.
5. **Sewage release:** Flooding from a dam failure can overwhelm sewage systems, leading to the release of raw sewage into the environment. This can pose a health hazard and contaminate water sources, further exacerbating the impact on water supply.

There are an estimated 28,750 buildings within Effingham County with an aggregate total replacement value of over \$5 billion dollars. In a 500-year riverine flood event, Hazus estimated that 567 buildings would sustain damage.

5.2.4 Systems (including networks and capabilities)

Flooding can also have impacts on systems, including networks and capabilities. Some of the impacts of flooding on systems include:

1. **Flooding:** One of the most immediate impacts from flooding is extensive damage to buildings, roads, and other structures. The force of the water can cause buildings to collapse or be swept away, while roads and bridges can be undermined and washed out.
2. **Erosion:** The mass influx of water accompanied by extreme rainfall events can cause erosion to the surrounding area, which can weaken the foundation of nearby structures. This can cause buildings to sink or even collapse.
3. **Landslides:** The force of the water during more extreme flood events can trigger landslides, which can cause additional damage to the structures in the surrounding area.
4. **Contamination:** In some cases, flood waters can carry toxic chemicals or other hazardous materials from dwellings and businesses in the surrounding area, which can contaminate soil and water sources. This can have long-term impacts on structures in the area, particularly those that rely on clean water sources.
5. **Sewage release:** Flooding can overwhelm sewage systems, leading to the release of raw sewage into the environment. This can pose a health hazard and contaminate water sources, further exacerbating the impact on water supply.

Roadways are vital community lifelines for traversing a wide range of lands before, during, and after a storm event. For roads to remain safe and navigable, they must be clear of debris and inundation so that the community is able to safely navigate to their destination. During the days leading up to a major storm event, when there is expected to be a heightened level of traffic for evacuations, the need for navigable roads drastically increases. Additionally, during and after an event, it is critical that roads, tunnels, and bridges remain open and clear so that travelers can reach a safe location or make their way back to their homes to assess post-disaster damages. During the 500-year flood event, it is expected that all roadways, tunnels, and bridges remain functional; however, Hazus estimates that there would be minor damage to bridges after these events. In the 500-year event, 11 bridges are expected to be affected with an average of ~2% damage and a total loss of \$1.45M.

5.2.5 Natural Resources

Flooding can have impacts on the environment, including natural habitats, ecosystems, and biodiversity. Some of the impacts of flooding on the environment include:

1. **Habitat destruction:** Severe flooding with scour-level velocities exacerbated by land development and climate change can destroy natural habitats, including wetlands, forests, and river ecosystems. This can have long-term impacts on biodiversity and the ability of ecosystems to recover.
2. **Contamination:** In some cases, flood waters can transport toxic chemicals or other hazardous materials into the surrounding environment, which can contaminate soil and water sources. This can have long-term impacts on plant and animal life in the area.
3. **Disruption of migratory patterns:** Many species, such as the Robust Redhorse, rely on waterways for migration and spawning, and extreme flooding can disrupt these patterns, impacting the survival of these species.
4. **Loss of biodiversity:** The impacts of flooding on the environment can lead to the loss of biodiversity, with species disappearing or becoming endangered due to habitat destruction, contamination, or disruption of migratory patterns.

5.2.6 Activities that have value to the community

Flooding can have impacts on activities that are valuable to communities, including agriculture, industry, tourism, and recreation. Some of the impacts of flooding on these activities include:

1. **Agriculture:** Inopportune/untimely flooding can result in a disruption to low-lying agricultural areas and cause direct damage to crop. This can impact crop yields, leading to lost income for farmers and potentially affecting food security.
2. **Industry:** Flooding can severely inhibit the production of and transportation of goods and services from local businesses. This can impact production schedules and lead to lost income for businesses.
3. **Tourism:** Like the items outlined in industry, flooding can limit the ability for tourists to visit an area or cause damage to attractions that would otherwise bring visitors to the area. The impacts on natural habitats, ecosystems, and recreational activities can also reduce the appeal of the area to tourists.

4. **Recreation:** Waterways are often used for recreational activities such as fishing, boating, and swimming. Flooding can impact these activities by making the water unsafe for recreational use or destroying natural habitats that support these activities.
5. **Cultural activities:** Flooding can cause damage to cultural resources by destroying historic or cultural landmarks, disrupting traditional practices, and impacting the livelihoods of people who rely on these activities.

5.2.7 Estimate of potential loss

Overall, estimated losses associated with inland flooding can range from environmental to socio-economic and have the potential to impact many people throughout the county. Due to the proximity to the coast, areas in the southeastern portion of Effingham County and low-lying areas near the Ogeechee and Savannah Rivers are more susceptible to flooding.

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Effingham County has two **repetitive loss** properties. Losses were incurred in 1994, 1995, and 2019. Losses totaled approximately \$93,880. The cities of Guyton, Rincon, and Springfield do not have any repetitive loss properties at this time.

5.2.8 Risk assessment

Table 5-3: Inland Flooding Risk Assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Medium	High	High	High
Guyton	High	High	High	High
Rincon	High	High	High	High
Springfield	High	High	High	High

5.3 Dam Failure

5.3.1 Method

Effingham county has 29 dams and all of them are categorized as low hazard dams in terms of their downstream hazard potential (Corp, 2019). The hazard levels of dams are described in Chapter 3. A quantitative spatial analysis was conducted by analyzing the parcels, land use data, and population data against the drainage area of the dams to estimate potential losses that could result from a dam failure. It is important to mention that low hazard dams generally have a negligible potential to cause loss of life or extensive damage. In general, the flooding due to a dam failure would be contained within the downstream channel or slightly above bank-full conditions. Road culverts may overtop and sustain minor damage but the potential for loss of life or structure damage is unlikely.

5.3.2 Estimate of potential loss

Based on historic data, the potential of a dam failure is low in the County. However, low-risk dams are not maintained as much as high-risk dams. They are old, undersized for changing rainfall and PMF conditions etc. Therefore, lack of maintenance on the low-risk dams and changing rainfall patterns under climate change may increase the chance of dam failure.

Most of the dams in the County are located outside of the big cities. Only Big T Pond Dam borders Springfield. But the dam has a small drainage area of around 1200 sq ft, therefore, reducing the extent of damage in case of a failure. Based on discussions with County staff, who did not identify any known issues with the 29 low hazard dams, the potential for dam failure is considered to be low

5.3.3 Risk assessment

In case of multiple dam breaches under climate change, the County may face moderate risk. Considering the small drainage areas of the dams, the risk to EJ population and change in land use will remain low.

Table 5-4: Dam Failure Risk Assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Low	Medium	Low	Low
Guyton	Low	Low	Low	Low
Rincon	Low	Low	Low	Low

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Springfield	Low	Low	Low	Low

5.4 Coastal Flooding

5.4.1 Method

In order to provide Effingham County decision-makers with the best available information for estimating losses from coastal flooding, like storm surge and sea level rise, our team determined the 1% flood boundaries downloaded from the FEMA Flood Map Service Center in April 2023. These flood boundaries were overlaid with the USGS 10-meter DEM using Hazus-MH Enhanced Quick Look tool to generate riverine depth grids. The riverine flood depth grid was then imported into Hazus-MH to calculate the riverine flood loss estimates. These estimates may not account for elevated housing or raised Base Flood Elevation by coastal flood hazards (Georgia, Hazard Risk Analyses Supplement to the Effingham County Joint Hazard Mitigation Plan, 2023).

5.4.2 People

Flooding can have impacts on people, both in terms of immediate physical harm and long-term consequences. Here are some ways flooding from sea level rise and storm surge can impact people:

1. **Loss of life:** Flooding can result in immediate loss of life due to drowning but can also result in more medium and long-term health impacts from water- and vector-borne diseases, injuries, and physical harm from disaster clean-up.
2. **Property damage:** Flooding and impacts from wave action can cause structural damage to roofs, floors, and foundations. Additionally, flooding can damage the contents within homes and vehicles if flood waters are able to penetrate the exterior of the home.
3. **Economic impacts:** Flooding can have economic impacts on communities. Flooding can damage crops, disrupt transportation, and impact local industries.
4. **Displacement:** Flooding often results in scenarios where people must abandon their homes in order to stay out of harm's way. Often those who leave their homes return to extensive damage and uninhabitable conditions that require them to find short-term solutions for temporary housing while their homes are repaired, or they must relocate depending on the extent of damage.

5. **Environmental impacts:** Flooding can cause environmental damage, such as water pollution, loss of wildlife habitat, erosion, and changes in river and stream ecology.
6. **Psychological impacts:** Flood events can have a psychological impact on individuals and communities. Trauma, anxiety, and stress can arise from the experience of the disaster, as well as the long-term impacts of displacement and loss.

5.4.3 Structures (including facilities, lifelines and critical infrastructure)

Impacts of sea level rise and storm surge on structures can be severe and wide-ranging, including limiting access to roadways, erosion, landslides, contamination. Some of the impacts of flooding on structures include:

1. **Flooding:** One of the most immediate impacts of a dam failure is flooding, which can cause extensive damage to buildings, roads, and other structures. The force of the water can cause buildings to collapse or be swept away, while roads and bridges can be undermined and washed out.
2. **Erosion:** The water that is released during a dam failure can cause erosion to the surrounding area, which can weaken the foundation of nearby structures. This can cause buildings to sink or even collapse.
3. **Landslides:** The force of the water released during a dam failure can trigger landslides, which can cause additional damage to the structures in the surrounding area.
4. **Contamination:** In some cases, a dam failure can release toxic chemicals or other hazardous materials into the surrounding area, which can contaminate soil and water sources. This can have long-term impacts on structures in the area, particularly those that rely on clean water sources.
5. **Sewage release:** Flooding from a dam failure can overwhelm sewage systems, leading to the release of raw sewage into the environment. This can pose a health hazard and contaminate water sources, further exacerbating the impact on water supply.

5.4.4 Systems (including networks and capabilities)

Flooding from storm surge and sea level rise can also have impacts on systems, including networks and capabilities. Some of the impacts of sea level rise and storm surge on systems include:

1. **Flooding:** One of the most immediate impacts from flooding is extensive damage to buildings, roads, and other structures. The force of the water can cause buildings to collapse or be swept away, while roads and bridges can be undermined and washed out.
2. **Erosion:** The mass influx of water accompanied by extreme rainfall events can cause erosion to the surrounding area, which can weaken the foundation of nearby structures. This can cause buildings to sink or even collapse.
3. **Landslides:** The force of the water during more extreme flood events can trigger landslides, which can cause additional damage to the structures in the surrounding area.
4. **Contamination:** In some cases, flood waters can carry toxic chemicals or other hazardous materials from dwellings and businesses in the surrounding area, which can contaminate soil and water sources. This can have long-term impacts on structures in the area, particularly those that rely on clean water sources.
5. **Sewage release:** Flooding can overwhelm sewage systems, leading to the release of raw sewage into the environment. This can pose a health hazard and contaminate water sources, further exacerbating the impact on water supply.

5.4.5 Natural Resources

Both storm surge and sea level rise can have impacts on the environment, including natural habitats, ecosystems, and biodiversity. It is important to consider that the time scales for impacts of storm surge and sea level rise are different and damage to natural resources can occur in both pulse events like storm surge or in gradual and steady changes such as with sea level rise. Some of the impacts of sea level rise and storm surge to natural resources include:

1. **Habitat destruction:** Storm surge and sea level rise can drastically change or destroy natural habitats, including wetlands (freshwater and saltwater), forests, and river ecosystems. This can have long-term impacts on biodiversity and the ability of ecosystems to recover.
2. **Contamination:** In some cases, flood waters can transport toxic chemicals or other hazardous materials into the surrounding environment, which can contaminate soil and water sources. This can have long-term impacts on plant and animal life in the area.
3. **Disruption of migratory patterns:** Many species rely on waterways for migration and spawning, and extreme flooding can disrupt these patterns, impacting the survival of these species. Changes in the salinity in waterways can cause migration patterns and spawning locations of local fauna.
4. **Loss of biodiversity:** The impacts of flooding on the environment can lead to the loss of biodiversity, with species disappearing or becoming endangered due to habitat destruction, saltwater intrusion, contamination, or disruption of migratory patterns.

5.4.6 Activities that have value to the community

Flooding can have impacts on activities that are valuable to communities, including agriculture, industry, tourism, and recreation. Some of the impacts of flooding on these activities include:

1. **Agriculture:** Storm surge and sea level rise can result in a disruption or contamination of water supply to agricultural areas and cause direct damage to crop. This can impact crop yields, leading to lost income for farmers and potentially affecting food security.
2. **Industry:** Storm surge and sea level rise can severely inhibit the transportation of goods and services from local businesses. This can impact production schedules and lead to lost income for businesses.
3. **Tourism:** Like the items outlined in industry, storm surge and sea level rise can limit the ability for tourists to visit an area or cause damage to attractions that would otherwise bring visitors to the area. The impacts on natural habitats, ecosystems, and recreational activities can also reduce the appeal of the area to tourists.
4. **Recreation:** Waterways are often used for recreational activities such as fishing, boating, and swimming. Storm surge and sea level rise can impact these activities by making the water unsafe for recreational use or destroying natural habitats that support these activities.
5. **Cultural activities:** Storm surge and sea level rise can cause damage to cultural resources by destroying historic or cultural landmarks, disrupting traditional practices, and impacting the livelihoods of people who rely on these activities.

5.4.7 Estimate of potential loss

In the 500-year flood scenario, Hazus estimates hazard risk is low with no building loss, including expected damage to essential facilities. Also, the number of households displaced is 0 with no individuals in need of short-term shelter. Furthermore, debris from coastal flooding is also estimated to be 0 tons of debris generated. Coastal flooding is not a priority risk in Effingham County.

5.4.8 Risk assessment

Table 5-5: Coastal Flooding Risk Assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Low	Medium	Medium	Medium

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Guyton	Low	Medium	Medium	Medium
Rincon	Medium	Medium	High	Medium
Springfield	Low	Low	Medium	Medium

5.5 Hurricane

5.5.1 Method

In order to provide Effingham County decision-makers with the best available information for estimating losses from Hurricanes, our team utilized the Hazus Hurricane Loss Estimation Methodology to assess the potential impacts of a Category 2 Hurricane. We used Hazus-generated probabilistic Category 2 storm, with maximum winds of 98mph, to understand direct physical damages (essential facilities, transportation, utility systems, general building stock), induced physical damages (debris), and direct economic/social losses. Hurricane features that were used in this analysis include: wind pressure, windborne debris, rainwater penetration, tree blowdown, and storm surge. Table 5-6, below, highlights the impacts from a Category 2 storm on assets in Effingham County.

Table 5-6: Hazus Damage Summary of Category 2 Hurricane

Category 2	
BUILDING STOCK	
Estimated total number of buildings damaged	2,611
Total building exposure	\$50,816,240
POPULATION NEEDS	
# of households displaced	16
# of people seeking public shelter	3
DEBRIS	

	Category 2
Total debris generated (tons)	199,437
Brick, Wood, & Other (tons)	6,788
Tree Debris (tons)	13,078
Other Tree Debris (tons)	179,571
VALUE OF DAMAGE (USD)	
Total Economic Loss	\$70,406,730

5.5.2 People

Hurricanes can have impacts on people, both in terms of immediate physical harm and long-term consequences. Here are some ways Hurricanes can impact people:

1. **Loss of life:** Hurricanes can result in immediate loss of life due to storm surge and resultant inland flooding, but tornadoes and high winds also provide the potential for loss of life.
2. **Property damage:** Hurricanes and associated high winds can cause widespread structural damage to roofs, walls, and foundations. Additionally, flooding from hurricane-induced storm surge can damage foundations and the contents within homes and vehicles if flood waters can penetrate the exterior of the home.
3. **Economic impacts:** Hurricanes can have economic impacts on communities, including damage to crops, disruption of transportation routes, and impacts on local industries.
4. **Displacement:** Hurricanes often result in scenarios where people must abandon their homes to stay out of harm's way. Often those who leave their homes return to extensive damage and uninhabitable conditions that require them to find short-term solutions for temporary housing while their homes are repaired, or they must relocate depending on the extent of damage.
5. **Environmental impacts:** Hurricanes and associated flooding and high wind speeds can cause environmental damage, such as water pollution, loss of wildlife habitat, erosion, and changes in river and stream ecology.
6. **Psychological impacts:** Hurricanes can have a psychological impact on individuals and communities. Trauma, anxiety, and stress can arise from the experience of the disaster, as well as the long-term impacts of displacement and loss.

In the Hazus summary provided, we were able to determine the expected impact on residents during a Category 2 Hurricane. In the Category 2 event, we found that there were 16 households displaced and 3 people seeking public shelter.

5.5.3 Structures (including facilities, lifelines, and critical infrastructure)

Impacts of Hurricanes on structures can be severe and wide-ranging, including limiting access to roadways, erosion, downed trees and powerlines, and contamination of water systems. Some of the impacts of Hurricanes on structures include:

1. **Flooding:** One of the most immediate impacts of a Hurricane is coastal flooding from storm surge, which can cause extensive damage to buildings, roads, and other structures. The force of the water can cause buildings to collapse or be swept away, while roads and bridges can be undermined and washed out.
2. **Erosion:** The influx of water that moves inland during a storm surge can cause erosion to the surrounding area, which can weaken the foundation of nearby structures. This can cause buildings to sink or even collapse.
3. **Contamination:** In some cases, hurricanes and associated flooding can release toxic chemicals or other hazardous materials into the surrounding area, which can contaminate soil and water sources. This can have long-term impacts on structures in the area, particularly those that rely on clean water sources.
4. **Sewage release:** Inland flooding from storm surge and heavy rains can overwhelm sewage systems, leading to the release of raw sewage into the environment. This can pose a health hazard and contaminate water sources, further exacerbating the impact on water supply.

There are an estimated 28,750 buildings within Effingham County with an aggregate total replacement value of over \$5 billion. Of that total number of buildings, approximately 93% are residential, and residential housing makes up about 74% of the total building value for the county. In a probabilistic Category 2 Hurricane, Hazus estimated that 2,611 buildings would sustain damage. The total value of damage to buildings is estimated to be over \$50 million for a Category 2 storm event and a total economic loss of over \$70 million.

5.5.4 Systems (including networks and capabilities)

Hurricanes can also have impacts on systems, including networks and capabilities. Some of the impacts of Hurricanes on systems include:

1. **Flooding:** One of the most immediate impacts of a Hurricane is inland flooding from storm surge, which can cause extensive damage to buildings, roads, and other structures. The force

of the water can cause buildings to collapse or be swept away, while roads and bridges can be undermined and washed out.

2. **Erosion:** The mass influx of water accompanied by storm surge and extreme rainfall during hurricanes can cause erosion to the surrounding area, which can weaken the foundation of nearby structures. This can cause buildings to sink or even collapse.
3. **Landslides:** The force of the water during hurricanes and associated flood events can trigger landslides, which can cause additional damage to the structures in the surrounding area.
4. **Contamination:** In some cases, flood waters can carry toxic chemicals or other hazardous materials from dwellings and businesses in the surrounding area, which can contaminate soil and water sources. This can have long-term impacts on structures in the area, particularly those that rely on clean water sources.
5. **Sewage release:** Flooding can overwhelm sewage systems, leading to the release of raw sewage into the environment. This can pose a health hazard and contaminate water sources, further exacerbating the impact on water supply.

Roadways are vital community lifelines for traversing a wide range of lands before, during, and after a storm event. For roads to remain safe and navigable, they must be clear of debris and inundation so that the community is able to safely navigate to their destination. During the days leading up to a major storm event, when there is expected to be a heightened level of traffic for evacuations, the need for navigable roads drastically increases. Additionally, during and after an event, it is critical that roads, tunnels, and bridges remain open and clear so that travelers can reach a safe location or make their way back to their homes to assess post-disaster damages. During a Category 2 hurricane, it is expected that all roadways, tunnels, and bridges remain functional; however, Hazus estimates that there would be a large number of debris generated that could impact roads and evacuations routes. In the Category 2 storm event, there is expected to be 199,437 tons of debris.

5.5.5 Natural Resources

Hurricanes can have impacts on the environment, including natural habitats, ecosystems, and biodiversity. Some of the impacts of Hurricanes on the environment include:

1. **Habitat destruction:** Flooding and sustained high winds can destroy natural habitats, including wetlands, forests, and river ecosystems. This can have long-term impacts on biodiversity and the ability of ecosystems to recover.
2. **Contamination:** In some cases, flood waters can transport toxic chemicals or other hazardous materials into the surrounding environment, which can contaminate soil and water sources. This can have long-term impacts on plant and animal life in the area.

3. **Disruption of migratory patterns:** Many species rely on waterways for migration and spawning, and extreme flooding can disrupt these patterns, impacting the survival of these species.
4. **Loss of biodiversity:** The impacts of flooding on the environment can lead to the loss of biodiversity, with species disappearing or becoming endangered due to habitat destruction, contamination, or disruption of migratory patterns.

5.5.6 Activities that have value to the community

Hurricanes can have impacts on activities that are valuable to communities, including agriculture, industry, tourism, and recreation. Some of the impacts of flooding on these activities include:

1. **Agriculture:** Flooding, tornadoes, and high wind speeds can result in a disruption of water supply to agricultural areas and cause direct damage to crops. This can impact crop yields, leading to lost income for farmers and potentially affecting food security.
2. **Industry:** Flooding, debris generation, and damage from winds can severely inhibit the transportation of goods and services from local businesses. This can impact production schedules and lead to lost income for businesses.
3. **Tourism:** Like the items outlined in industry, flooding and sustained damage can limit the ability for tourists to visit an area or cause damage to attractions that would otherwise bring visitors to the area. The impacts on natural habitats, ecosystems, and recreational activities can also reduce the appeal of the area to tourists.
4. **Recreation:** Waterways and trails are often used for recreational activities such as fishing, boating, hiking and swimming. Hurricanes can impact these activities by making the water unsafe for recreational use, downed trees and other debris limiting access to recreation areas or destroying natural habitats that support these activities.
5. **Cultural activities:** Hurricanes can cause damage to cultural resources by destroying historic or cultural landmarks, disrupting traditional practices, and impacting the livelihoods of people who rely on these activities.

5.5.7 Estimate of potential loss

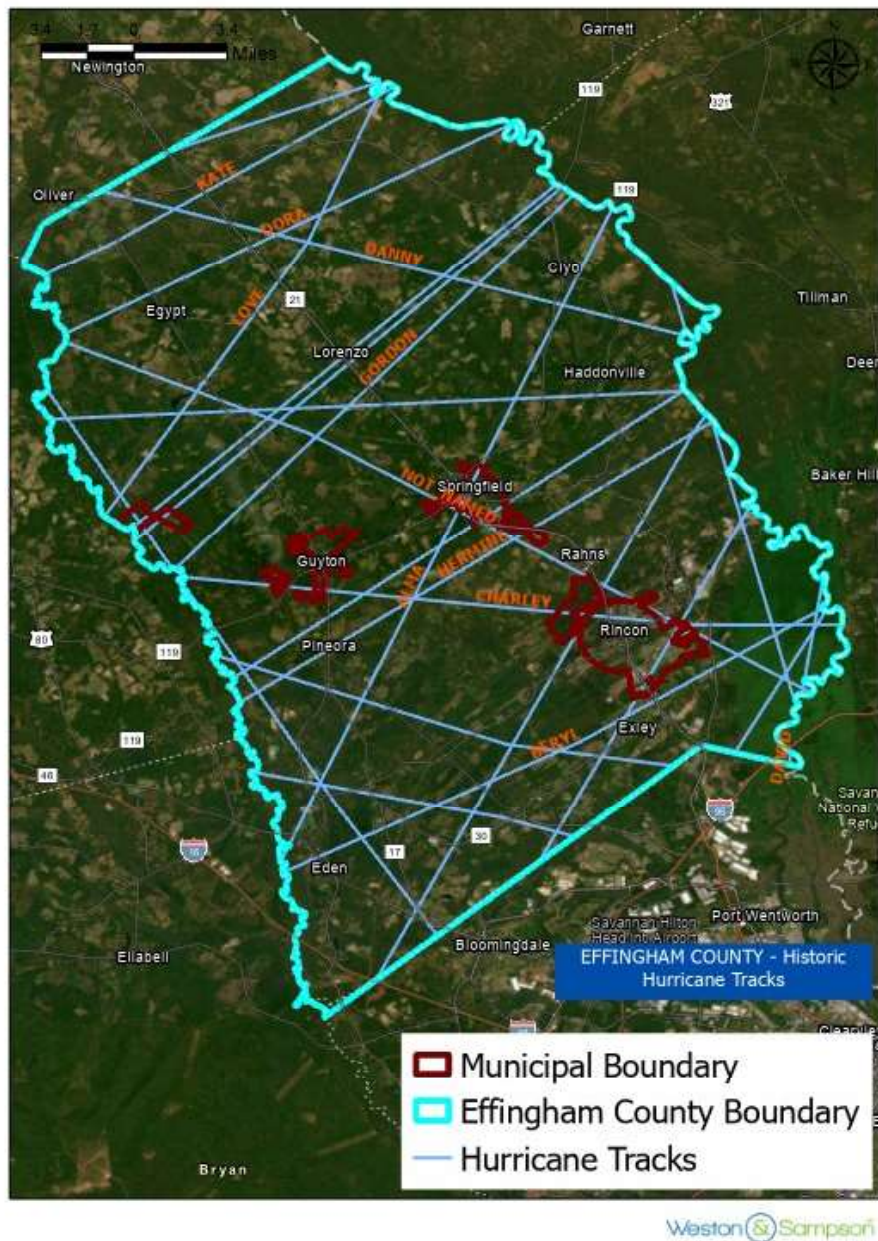


Figure 5-2: Potential loss

Since 1852, over 50 tropical systems have impacted Effingham County (Georgia, Hazard Risk Analyses Supplement to the Effingham County Joint Hazard Mitigation Plan, 2023). Areas within the southeastern portion of Effingham County, like Rincon, are more susceptible to coastal hazards like hurricanes given their proximity to the coast. In the Category 2 storm event, Hazus estimate 2,611 buildings would be damaged, a total property loss of over \$ 50 million.

5.5.8 Risk assessment

Table 5-7: Hurricane Risk assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Medium	High	High	High
Guyton	Medium	High	High	High
Rincon	High	High	High	High
Springfield	Medium	High	High	High

5.6 Wind

5.6.1 Method

According to FEMA's National Risk Index Report, Effingham County has been subject to 55 "strong wind" events in the past 32 years on record. The annualized frequency of strong wind events is 1.7 per year (FEMA, National Risk Index, 2023). Severe thunderstorm wind gusts (between 75 and 91 mph) can cause moderate damage while violent wind gusts (greater than 92 mph) can cause major damage to property, infrastructure, and agriculture.

5.6.2 People

The population exposure for strong winds in Effingham County is roughly 52,000 people who are susceptible to the impacts of damaging winds. The population equivalence for this hazard is approximately \$397 billion.

Damaging winds can have impacts on people, both in terms of immediate physical harm and damage to property. Some of the most common impacts are:

1. **Loss of life:** Strong winds can result in immediate loss of life due to fallen trees, damage to structures, and airborne debris.
2. **Property damage:** High winds can cause widespread structural damage to roofs, walls, and foundations.

3. **Economic impacts:** Strong winds have economic impacts on communities, including damage to crops, disruption of transportation routes (debris), and damage to property.
4. **Psychological impacts:** Like tropical storms, hurricanes can have a psychological impact on individuals and communities. Trauma, anxiety, and stress can arise from the experience of the disaster, as well as the long-term impacts of displacement and loss.

5.6.3 Structures (including facilities, lifelines and critical infrastructure)

Impacts of strong winds on structures can be severe and wide-ranging, including limiting access to roadways (debris), downed trees and powerlines, and disruption of communications electrical service. Some of the impacts of Hurricanes on structures include:

1. **Buildings:** One of the most immediate impacts of strong winds is extensive damage to buildings, roads, and other structures. The damage from gale force winds alone can cause damage to siding and roofs but fallen trees and debris can also become projectiles that pose further threat to these types of structures.

5.6.4 Systems (including networks and capabilities)

Damaging winds can also have impacts on systems, including networks and capabilities. Some of the impacts of strong winds on systems include:

1. **Navigation:** One of the most immediate impacts of a Hurricanes is inland flooding from storm surge, which can cause extensive damage to buildings, roads, and other structures. The force of the water can cause buildings to collapse or be swept away, while roads and bridges can be undermined and washed out.
2. **Electricity and Communication:** Downed trees and power lines pose a threat to the electrical grid and continued electrical service to local populations. Additionally, the fallen trees and lack of electricity could limit communications during extreme weather events.
3. **Transportation:** In some cases, debris and fallen trees generated from damaging winds can block roadways and impede travel.

5.6.5 Natural Resources

Hurricanes can have impacts on the environment, including natural habitats, ecosystems, and biodiversity. Some of the impacts of Hurricanes on the environment include:

1. **Habitat destruction:** Sustained high winds can alter and damage forest ecosystems through fallen trees and generation of debris. This can have long-term impacts on biodiversity and the ability of ecosystems to recover from compounded weather events.

5.6.6 Activities that have value to the community

Heavy sustained winds can have impacts on activities that are valuable to communities, including agriculture, industry, tourism, and recreation. Some of the impacts of damaging winds on these activities include:

1. **Agriculture:** High wind speeds can result in a disruption of water supply to agricultural areas and cause direct damage to crop. This can impact crop yields, leading to lost income for farmers and potentially affecting food security.
2. **Industry:** Damage from winds can severely inhibit the transportation of goods and services from local businesses through roads being blocked by fallen trees and debris. This can impact production schedules and lead to lost income for businesses.
3. **Tourism:** Like the items outlined in industry, sustained damage from wind can limit the ability for tourists to visit an area or cause damage to attractions that would otherwise bring visitors to the area. The impacts on natural habitats, ecosystems, and recreational activities can also reduce the appeal of the area to tourists.
4. **Recreation:** Waterways and trails are often used for recreational activities such as fishing, boating, hiking, and swimming. Strong winds can impact these activities when downed trees and other debris limit access to recreation areas or destroy natural habitats that support these activities.
5. **Cultural activities:** Strong winds can cause damage to cultural resources by destroying historic or cultural landmarks, disrupting traditional practices, and impacting the livelihoods of people who rely on these activities.

5.6.7 Estimate of potential loss

The expected annual loss values for wind-related damages for Effingham County are categorized into building value, population equivalence, and agricultural value. Strong winds have the potential to incur an annual value of \$16,357 for repairs and replacements. The population equivalence value of damages to the county's population is \$128,051 and the damage to agriculture is estimated at \$146 for a total of \$144,554 in expected annual losses due to damages from strong winds (FEMA, National Risk Index, 2023).

5.6.8 Risk assessment

Damage caused by wind was estimated based on models run of Category 2 hurricanes which equates to a 500-year storm event. In this scenario, wind speeds may reach 97 mph and have the potential to damage 2,611 buildings with a total of over \$50 million in damages. In this event, wind damage is expected at 50 essential facilities and 16 households are expected to be displaced.

Table 5-8: Wind Risk assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Low	Medium	Medium	Low
Guyton	Low	Medium	Medium	Low
Rincon	Low	Medium	Medium	Low
Springfield	Low	Medium	Medium	Low

5.7 Tornadoes

5.7.1 Method

According to FEMA's National Risk Index Report, Effingham County has been subject to 6 tornadoes in the past 34 years on record. Tornadoes are difficult to predict and therefore are one of Effingham County's most dangerous hazards. The annualized frequency of tornadoes is 0.2 events per year.¹ Tornadoes vary in severity based on their rating, which is directly related to 3 second gusts in mph. The Enhanced Fujita (EF) Scale, which rates a tornado on a scale of 0 through 5 is used to assign a tornado an EF rating based on estimated wind speeds and related damage.

EF SCALE	
EF Rating	3 Second Gust (mph)
0	65-85
1	86-110
2	111-135
3	136-165
4	166-200
5	Over 200

Figure 5-3: Enhanced Fujita Scale (NWS, 2023)

5.7.2 People

Tornadoes can have devastating impacts on people and their communities. Some of the most impacts include:

1. **Loss of life:** Tornadoes can cause loss of life, especially in areas where people are unable to seek shelter or are caught off guard.
2. **Physical injuries:** Tornadoes can cause a range of physical injuries, including cuts, bruises, broken bones, and even amputations.
3. **Property damage:** Tornadoes can destroy homes, businesses, and other structures, leaving people without shelter and their possessions destroyed or lost.
4. **Economic impacts:** Tornadoes can have economic impacts, including lost wages, business interruption, and increased insurance premiums.
5. **Emotional trauma:** Surviving a tornado or experiencing the loss of loved ones or property can cause emotional trauma, including anxiety, depression, and post-traumatic stress disorder (PTSD).

Overall, tornadoes can have far-reaching and long-lasting impacts on people and their communities, and it is essential to take precautions and prepare for severe weather events to minimize these impacts.

5.7.3 Structures

Tornadoes can have an impact on structures and lifelines, including:

1. **Building damage:** Tornadoes can cause severe damage to buildings, including roofs being torn off, walls collapsing, and windows shattering. In some cases, entire buildings may be destroyed.
2. **Infrastructure damage:** Tornadoes can damage infrastructure, such as power lines, communication towers, and water and gas mains. This can lead to power outages, disruptions to communication, and water contamination.
3. **Transportation disruptions:** Tornadoes can disrupt transportation systems, including roads, railways, and airports, by blocking them with debris, making them impassable or unsafe to use.
4. **Transportation disruptions:** Tornadoes can disrupt transportation systems, including roads, railways, and airports, by blocking them with debris, making them impassable or unsafe to use.

5. **Disruption to lifelines:** Tornadoes can disrupt lifelines, such as medical facilities, emergency services, and transportation networks, making it difficult to provide essential services to those affected.
6. **Economic impacts:** Tornadoes can have economic impacts on communities, including lost revenue from businesses that have been damaged or destroyed, increased costs for rebuilding and repairing infrastructure, and decreased property values.

5.7.4 Systems

Tornadoes can have impacts on systems, including communication systems. Here are some potential impacts:

1. **Damage to communication infrastructure:** Tornadoes can cause extensive damage to communication infrastructure, including cell towers, power lines, and telephone poles. This damage can disrupt communication networks, making it difficult for people to communicate with each other.
2. **Loss of power:** Tornadoes often knock out power to large areas. Without electricity, communication systems may not be able to function properly. Backup generators may provide some temporary relief, but if the power outage lasts for an extended period, communication systems may fail.
3. **Disruption of internet services:** Tornadoes can also disrupt internet services, making it difficult for people to access information online or communicate with each other through social media or email. This can be particularly challenging in emergency situations when people need access to information quickly.
4. **Interference with radio signals:** Tornadoes can cause electromagnetic interference with radio signals, making it difficult for emergency responders to communicate with each other using radios. This interference can be caused by debris, electrical discharges, and other factors.
5. **Overload of communication networks:** In the aftermath of a tornado, many people may try to use their phones to communicate with loved ones or emergency services. This can overload communication networks, making it difficult for people to make calls or send messages.

5.7.5 Natural Resources

Tornadoes can have impacts on natural resources, including:

1. **Forests:** Tornadoes can uproot or break trees, damage bark, and strip leaves and branches. This can lead to changes in the forest structure, composition, and biodiversity, affecting the habitat of animals and plants.

2. **Soil:** Tornadoes can erode soil, remove topsoil, and deposit debris. This can alter the nutrient balance, decrease soil fertility, and increase the risk of soil erosion and landslides.
3. **Water:** Tornadoes can cause flooding, leading to soil erosion, sedimentation, and changes in water quality. This can affect aquatic ecosystems, including fish and other wildlife.
4. **Air:** Tornadoes can generate dust and debris, leading to air pollution and respiratory problems.
5. **Wildlife:** Tornadoes can disrupt the habitat and food sources of wildlife, leading to population declines and changes in the food web.
6. **Agriculture:** Tornadoes can damage crops, livestock, and farm buildings, leading to economic losses and food insecurity.

5.7.6 Activities that have value to the community

Tornadoes can have impacts on activities that communities use in southern US states. Here are some potential impacts:

1. **Damage to community facilities:** Tornadoes can cause damage to community facilities, such as parks, community centers, and public pools. This can impact access to recreational activities and events.
2. **Interruption of sporting events:** Tornadoes can also impact sporting events, causing cancellations or postponements. This can be particularly challenging for athletes who have been training for events and for communities who rely on these events for economic and social benefits.
3. **Disruption of outdoor activities:** Tornadoes can make it difficult to participate in outdoor activities, such as hiking, camping, and fishing. Damage to roads, parks, and other outdoor facilities can make it unsafe or impossible to access these areas.
4. **Disruption of outdoor activities:** Tornadoes can make it difficult to participate in outdoor activities, such as hiking, camping, and fishing. Damage to roads, parks, and other outdoor facilities can make it unsafe or impossible to access these areas.
5. **Disruption of cultural events:** Tornadoes can impact cultural events, such as music festivals and holiday celebrations. Damage to venues and infrastructure can make it difficult to host events, and the aftermath of a tornado may require communities to focus on recovery efforts rather than planning and hosting events.
6. **Loss of income for businesses:** Tornadoes can impact the economy, particularly in sectors such as tourism and hospitality. Businesses that rely on outdoor activities or events may

lose income due to cancellations or closures, and damage to infrastructure can impact the ability of businesses to operate.

5.7.7 Estimate of potential loss

The expected loss during an EF3 Tornado in Effingham County is approximately 657 buildings could be damaged, including an estimated loss of nearly \$35 million.

5.7.8 Risk assessment

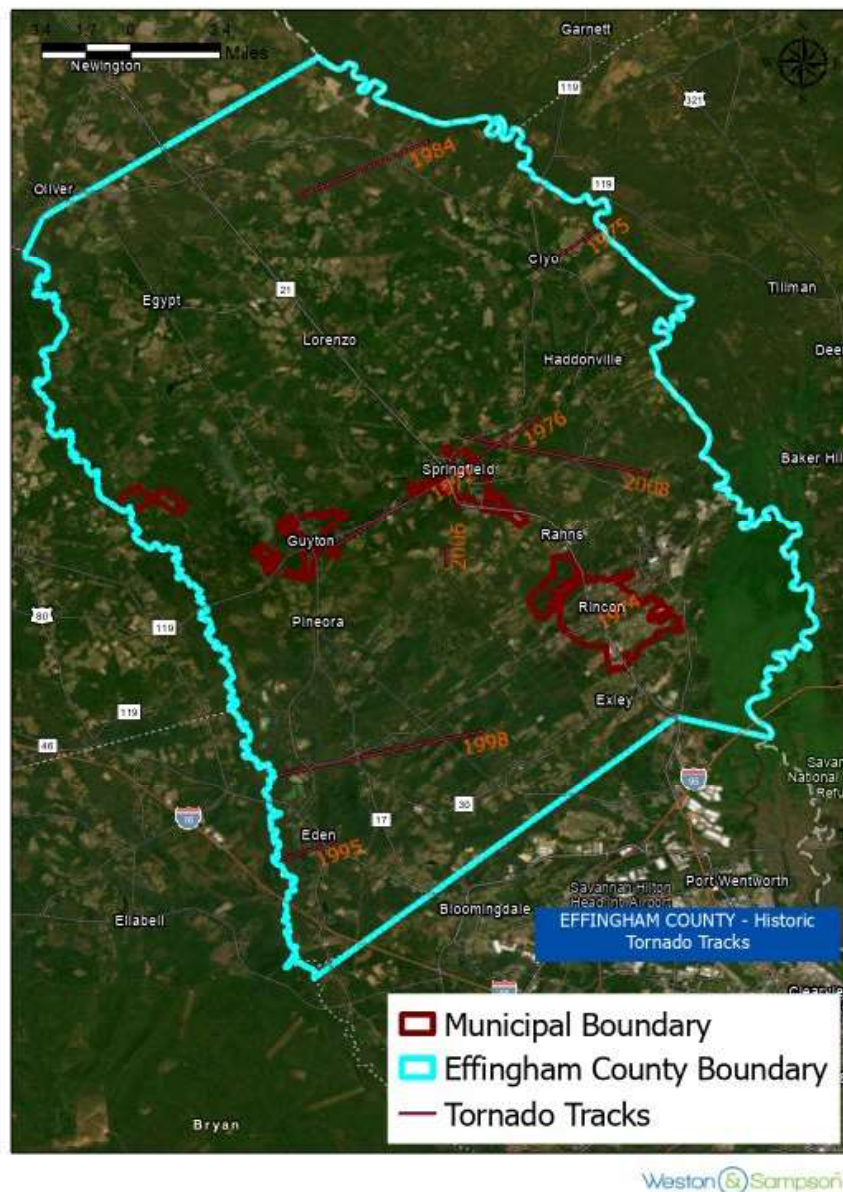


Figure 5-4: Map

Based on historical occurrences and lack of adequate future predictions, the future risks to the jurisdictions are predicted to be the same as the current risks. Change in land use will moderately impact the extent of damage by tornadoes since damage caused by tornadoes is primarily determined by the intensity and path of the tornado itself, rather than land use changes. EJ populations will be impacted highly because they lack the necessary resources and capacity to cope with and recover from the loss caused by tornadoes.

Table 5-9: Tornadoes Risk Assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Medium	Medium	High	Medium
Guyton	Medium	Medium	High	Medium
Rincon	Medium	Medium	High	Medium
Springfield	Medium	Medium	High	Medium

5.8 Severe Summer Storms

5.8.1 Method

In order to provide Effingham County decision-makers with the best available information for estimating losses from severe weather, such as thunderstorms, lightning, and hail, our team analyzed datasets from both the Arizona State Spatial Hazard Events and Losses Database for the United States (SHELDUS) and a Community Report generated from FEMA's National Risk Index.

5.8.2 People

Severe weather can have impacts on people, both in terms of immediate physical harm and long-term consequences. Here are some ways severe weather can impact people:

1. **Loss of life:** Severe weather can result in immediate loss of life due to strong winds, lightning, heavy rainfall and resultant inland flooding.
2. **Property damage:** Severe weather and associated high winds and hail can cause widespread structural damage to roofs, walls, and foundations. Additionally, flooding from extreme rainfall events can damage foundations and the contents within homes and vehicles if flood waters can penetrate the exterior of the home.

3. **Economic impacts:** Severe weather can have economic impacts on communities, including damage to crops, disruption of transportation routes, and impacts on local industries.
4. **Environmental impacts:** Severe weather and associated flooding and high wind speeds can cause environmental damage, such as water pollution, loss of wildlife habitat, erosion, and changes in river and stream ecology.

5.8.3 Structures (including facilities, lifelines and critical infrastructure)

Impacts of severe weather on structures can be damaging and wide-ranging, including limiting access to roadways, erosion, downed trees and powerlines, damage from hail, and contamination of water systems. Some of the impacts of severe weather on structures include:

1. **Flooding:** One of the most immediate impacts of severe weather is inland flooding from heavy rainfall, which can cause extensive damage to buildings, roads, and other structures. The force of the water can cause buildings to collapse or be swept away, while roads and bridges can be undermined and washed out.
2. **Erosion:** The influx of water that moves throughout drainage systems and into natural rivers like the Ogeechee and Savannah River can cause erosion to the surrounding area, which can weaken the foundation of nearby structures. This can cause buildings to sink or even collapse.
3. **Contamination:** In some cases, severe weather, heavy rainfall, and associated flooding can release toxic chemicals or other hazardous materials into the surrounding area, which can contaminate soil and water sources. This can have long-term impacts on structures in the area, particularly those that rely on clean water sources.
4. **Sewage release:** Inland flooding from severe weather and heavy rains can overwhelm sewage systems, leading to the release of raw sewage into the environment. This can pose a health hazard and contaminate water sources, further exacerbating the impact on water supply.

5.8.4 Systems (including networks and capabilities)

Severe weather can also have impacts on systems, including networks and capabilities. Some of the impacts of Hurricanes on systems include:

1. **Flooding:** One of the most immediate impacts of a severe storm is inland flooding from heavy rainfall, which can cause extensive damage to buildings, roads, and other structures. The force of the water can cause buildings to collapse or be swept away, while roads and bridges can be undermined and washed out.

2. **Erosion:** The mass influx of water accompanied by severe weather and extreme rainfall can cause erosion to the surrounding area, which can weaken the foundation of nearby structures. This can cause buildings to sink or even collapse.
3. **Landslides:** The force of the water during heavy rainfall and associated flood events can trigger landslides, which can cause additional damage to the structures in the surrounding area.
4. **Contamination:** In some cases, flood waters can carry toxic chemicals or other hazardous materials from dwellings and businesses in the surrounding area, which can contaminate soil and water sources. This can have long-term impacts on structures in the area, particularly those that rely on clean water sources.
5. **Sewage release:** Flooding can overwhelm sewage systems, leading to the release of raw sewage into the environment. This can pose a health hazard and contaminate water sources, further exacerbating the impact on water supply.

5.8.5 Natural Resources

Severe weather can have impacts on the environment, including natural habitats, ecosystems, and biodiversity. Some of the impacts of Severe weather on the environment include:

1. **Habitat destruction:** Flooding and sustained high winds can destroy natural habitats, including wetlands, forests, and river ecosystems. This can have long-term impacts on biodiversity and the ability of ecosystems to recover.
2. **Contamination:** In some cases, flood waters can transport toxic chemicals or other hazardous materials into the surrounding environment, which can contaminate soil and water sources. This can have long-term impacts on plant and animal life in the area.
3. **Disruption of migratory patterns:** Many species rely on waterways for migration and spawning, and extreme flooding can disrupt these patterns, impacting the survival of these species.
4. **Loss of biodiversity:** The impacts of flooding on the environment can lead to the loss of biodiversity, with species disappearing or becoming endangered due to habitat destruction, contamination, or disruption of migratory patterns.

5.8.6 Activities that have value to the community

Severe weather can have impacts on activities that are valuable to communities, including agriculture, industry, tourism, and recreation. Some of the impacts of severe weather on these activities include:

1. **Agriculture:** Flooding, hail, and high wind speeds can result in a disruption of water supply to agricultural areas and cause direct damage to crop. This can impact crop yields, leading to lost income for farmers and potentially affecting food security.
2. **Industry:** Flooding, debris generation, and damage from winds can severely inhibit the transportation of goods and services from local businesses. This can impact production schedules and lead to lost income for businesses.
3. **Tourism:** Like the items outlined in industry, flooding and sustained damage can limit the ability for tourists to visit an area or cause damage to attractions that would otherwise bring visitors to the area. The impacts on natural habitats, ecosystems, and recreational activities can also reduce the appeal of the area to tourists.
4. **Recreation:** Waterways and trails are often used for recreational activities such as fishing, boating, hiking and swimming. Severe weather can impact these activities by making the water unsafe for recreational use. Also, downed trees and other debris may limit access to recreation areas or destroy natural habitats that support these activities.
5. **Cultural activities:** Severe weather can cause damage to cultural resources by destroying historic or cultural landmarks, disrupting traditional practices, and impacting the livelihoods of people who rely on these activities.

5.8.7 Estimate of potential loss

There have been 171 instances of severe thunderstorms from 1960-2020 in Effingham County. These events have incurred an adjusted dollar value (2022 dollars) of ~\$119,000 in crop damages and ~\$1.3 million in property damages (CEMHS, 2022). When combining the total annual expected losses for elements associated with severe weather- lightning, strong wind, and hail in the FEMA National Risk Index Community Report for Effingham County, we found there to be a total expected annual loss of ~\$330,000 (FEMA, National Risk Index, 2023). This includes expected losses on building values, population, and agriculture.

5.8.8 Risk assessment

Based on historical occurrences and future projections, the future risks to the jurisdictions are predicted to be worse than the current risks. Changes in land use patterns may expose vulnerable assets to severe weather prone areas and thus will highly impact the extent of damage. EJ populations will also be impacted highly because they lack the necessary resources and capacity to cope with and recover from the losses caused by severe weather.

Table 5-10: Severe Summer Storms Risk Assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Medium	High	High	High
Guyton	Medium	High	High	High
Rincon	Medium	High	High	High
Springfield	Medium	High	High	High

5.9 Severe Winter Weather

5.9.1 Method

Severe winter weather is rare in the region but still occasionally occurs. As a result, the assessment of vulnerability to winter weather is primarily conducted qualitatively. Crop damage was estimated based on historical data.

5.9.2 People

Severe winter weather can have impacts on people in southern US states, where extreme winter weather is less common, and people may be less prepared for it. Here are some potential impacts:

1. **Power outages:** Severe winter weather, including ice storms and heavy snow, can cause power outages. This can be particularly dangerous in areas where people rely on electricity for heating their homes and may not have alternative heat sources. It can also impact access to refrigerated and frozen food.
2. **Transportation disruptions:** Winter weather can cause road closures and flight cancellations, making it difficult for people to get to work or school. In areas where snow and ice removal equipment are less common, travel can become especially dangerous.
3. **Health risks:** Cold temperatures can increase the risk of hypothermia and frostbite, particularly for vulnerable populations such as the elderly and those without shelter. In addition, icy sidewalks and roads can increase the risk of slips and falls.

4. **School and business closures:** Severe winter weather can result in school and business closures, causing disruption to daily routines and potentially impacting income for individuals who cannot work from home.
5. **Economic impacts:** Severe winter weather can also impact the economy, particularly in sectors such as agriculture and tourism. For example, winter weather can damage crops and reduce tourism revenue.
6. **Psychological impacts:** Prolonged periods of isolation due to extreme winter weather can cause psychological impacts such as depression and anxiety.

5.9.3 Structures (including facilities, lifelines and critical infrastructure)

Severe winter weather can have impacts on structures and lifelines in southern US states, particularly in areas where extreme winter weather is less common, and infrastructure may be less prepared for it. Here are some potential impacts:

1. **Damage to buildings:** Heavy snow, ice, and strong winds can cause damage to buildings, particularly those that are not designed to withstand winter weather. Roofs, windows, and doors may be particularly vulnerable.
2. **Damage to infrastructure:** Severe winter weather can also cause damage to infrastructure, including bridges, roads, and power lines. This can impact access to essential services such as electricity, water, and gas.
3. **Water supply:** Severe winter weather can cause frozen pipes and water main breaks, leading to water shortages and potential contamination of the water supply.
4. **Disruption to transportation:** Winter weather can cause road closures and flight cancellations, making it difficult for people to get to work or school. This can impact the delivery of essential goods and services.
5. **Impact on communication networks:** Severe winter weather can impact communication networks, making it difficult for people to call for help or access important information.
6. **Loss of power:** Severe winter weather can cause power outages, particularly in areas where the power infrastructure is not designed to withstand winter weather. This can impact access to heating, lighting, and other essential services.

5.9.4 Systems (including networks and capabilities)

Severe winter weather can have impacts on systems including communication in southern US states. Here are some potential impacts:

1. **Cell phone and internet outages:** Severe winter weather can cause power outages and damage to communication infrastructure, including cell phone towers and internet cables. This can lead to disruptions in cell phone and internet service.
2. **Disrupted emergency services:** Winter weather can make it difficult for emergency services to respond to calls, particularly if roads are closed or travel is unsafe. This can impact response times and potentially lead to delays in receiving medical attention or other emergency services.
3. **Impact on transportation systems:** Severe winter weather can cause flight cancellations and disruptions to other transportation systems. This can impact the ability of people to travel to important meetings or access emergency services.
4. **Impact on satellite communication:** Severe winter weather can also impact satellite communication, which is used for a range of applications including weather forecasting and navigation.
5. **Inability to access important information:** Disruptions to communication systems can make it difficult for people to access important information, including weather alerts and emergency notifications.

5.9.5 Natural Resources

Severe winter weather can have impacts on natural resources, including:

1. **Wildlife:** Severe winter weather can cause stress and mortality in wildlife populations, especially if they are not adapted to harsh winter conditions. Animals may suffer from lack of food, water, and shelter, and may also face increased predation.
2. **Water:** Severe winter weather can cause ice jams and flooding, which can damage aquatic habitats and impact water quality. Additionally, snowmelt in the spring can cause erosion and sedimentation.
3. **Vegetation:** Severe winter weather can damage or kill vegetation, especially if there are sudden temperature fluctuations or extended periods of snow cover. This can have impacts on the food chain and ecosystem dynamics.

4. **Soil:** Severe winter weather can cause soil erosion and nutrient loss. Snow cover can also lead to the depletion of soil moisture, which can impact plant growth and productivity.
5. **Infrastructure:** Severe winter weather can damage infrastructure such as roads, bridges, and buildings, which can have economic impacts. Additionally, snow and ice removal efforts can have negative impacts on natural resources if they are not carefully managed.

5.9.6 Activities that have value to the community

Severe winter weather can have impacts on activities that communities use in southern US states, particularly in areas where extreme winter weather is less common, and infrastructure may be less prepared for it. Here are some potential impacts:

1. **Closures of community facilities:** Severe winter weather can cause closures of community facilities, such as parks, community centers, and public pools. This can impact access to recreational activities and events.
2. **Interruption of sporting events:** Severe winter weather can also impact sporting events, causing cancellations or postponements. This can be particularly challenging for athletes who have been training for events and for communities who rely on these events for economic and social benefits.
3. **Disruption of outdoor activities:** Winter weather can make it difficult to participate in outdoor activities, such as hiking, camping, and fishing. Snow and ice can make trails and roads impassable, and freezing temperatures can make it dangerous to spend extended periods of time outdoors.
4. **Disruption of cultural events:** Severe winter weather can impact cultural events, such as music festivals and holiday celebrations. Cold temperatures and snow can make it difficult for people to travel to these events and can impact the ability of performers to travel to the area.
5. **Loss of income for businesses:** Severe winter weather can impact the economy, particularly in sectors such as tourism and hospitality. Businesses that rely on outdoor activities or events may lose income due to cancellations or closures.

5.9.7 Estimate of potential loss

Sudden freeze has become a more frequent event in the last few years in the state of GA (NOAA, Storm Events Database, 2023). Between 2007 and 2021, the insured amount of the crop loss paid for hard freeze damage amounts to more than \$73,000 in the County. Winter weather and wind also caused \$131,087.53 of property damage Statewide (CEMHS, 2022).

5.9.8 Risk assessment

Winter weather will have County-wide impact. However, crop damage due to hard freeze is estimated to bring the higher economic impact. The cities have less agricultural property in the County based on 2019 Land Use data. Therefore, the impact of severe winter weather on cities will be lower than in the rest of the County. EJ populations will be impacted highly because they lack the necessary resources (housing, insulation, heater, winter clothing) and capacity to cope with and recover from the losses caused by severe winter weather.

Table 5-11: Severe Winter Weather Risk Assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	High	High	High	High
Guyton	Medium	Medium	High	Medium
Rincon	Medium	Medium	High	Medium
Springfield	Medium	Medium	High	Medium

5.10 Geologic Hazards

5.10.1 Method

Due to the absence of data, it was not possible to make an estimate of potential losses resulting from future geologic hazards. As a result, the assessment of vulnerability to geologic hazards is conducted qualitatively.

5.10.2 Estimate of potential loss

Effingham County, as stated in Chapter 3 of the report, is not susceptible to geologic hazards. Due to unavailability of historical data of the hazard location, it is not feasible to estimate the potential loss in the future.

5.10.3 Risk assessment

Geological hazards will impact the entire County. Although present day risk is minimal, climate change may trigger future landslides or mudslides. Land use changes may also induce some geological hazards. In case of a hazardous event, EJ populations will be impacted more than the regular population because they lack the necessary resources and capacity to cope with and recover from the losses caused by the hazardous event.

Table 5-12: Geologic Hazards Risk Assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Low	Medium	Medium	Medium
Guyton	Low	Medium	Medium	Medium
Rincon	Low	Medium	Medium	Medium
Springfield	Low	Medium	Medium	Medium

5.11 Extreme Heat

5.11.1 Method

No data is available to evaluate the potential for fatalities, injuries, and property damage in the planning area due to extreme heat, the vulnerability for this hazard is being assessed on a qualitative basis.

5.11.2 People

Extreme heat can have a significant impact on people's health and wellbeing. Some of the impacts of extreme heat on people include:

1. **Dehydration:** High temperatures can cause people to lose fluids more quickly than usual, leading to dehydration. Dehydration can cause headaches, dizziness, and fatigue.
2. **Heat exhaustion:** Heat exhaustion occurs when the body's internal temperature rises to dangerous levels. Symptoms include heavy sweating, nausea, and weakness.
3. **Heat stroke:** Heat stroke is a life-threatening condition that occurs when the body's internal temperature rises to dangerous levels. Symptoms include confusion, seizures, and loss of consciousness.

4. **Respiratory problems:** High temperatures can exacerbate respiratory problems such as asthma, making it difficult to breathe.
5. **Cardiovascular problems:** High temperatures can put a strain on the cardiovascular system, increasing the risk of heart attack and stroke.
6. **Mental health problems:** Extreme heat can also impact people's mental health, causing anxiety, irritability, and depression.
7. **Social impacts:** Extreme heat can also have social impacts, such as increased crime rates and reduced productivity.

5.11.3 Structures (including facilities, lifelines and critical infrastructure)

Extreme heat can also have significant impacts on structures, facilities, lifelines, and critical infrastructure. Some of the impacts include:

1. **Structural damage:** Extreme heat can cause materials such as concrete, asphalt, and steel to expand and contract, leading to cracking, warping, and other forms of structural damage.
2. **Power outages:** High temperatures can cause electrical equipment to malfunction, leading to power outages that can impact critical infrastructure such as hospitals, water treatment plants, and transportation systems.
3. **Water shortages:** High temperatures can increase the demand for water, putting a strain on water supplies and potentially leading to shortages.
4. **Damaged roads and runways:** Extreme heat can cause roads and runways to soften and buckle, making them unsafe for travel.
5. **Reduced capacity of transportation systems:** High temperatures can impact the capacity of transportation systems, leading to reduced service and increased travel times.
6. **Damaged crops:** Extreme heat can damage crops, impacting food supplies and potentially leading to higher prices and shortages.
7. **Increased risk of wildfires:** High temperatures can increase the risk of wildfires, which can cause significant damage to structures and infrastructure.

5.11.4 Systems (including networks and capabilities)

Extreme heat can also have significant impacts on systems, including networks and capabilities. Some of the impacts include:

1. **Electrical grid failures:** High temperatures can put a strain on electrical grids, leading to power outages and blackouts that can impact businesses and homes.
2. **Telecommunications disruptions:** Extreme heat can cause disruptions to telecommunications networks, impacting the ability of individuals and organizations to communicate.
3. **Transportation disruptions:** High temperatures can impact the capacity of transportation systems, leading to delays and cancellations that can impact the movement of goods and people.
4. **Reduced agricultural productivity:** Extreme heat can impact the productivity of agricultural systems, leading to reduced crop yields and potential food shortages.
5. **Water supply disruptions:** High temperatures can impact the capacity of water supply systems, leading to reduced access to clean water.
6. **Reduced workforce productivity:** Extreme heat can impact the ability of workers to perform their jobs, leading to reduced productivity and economic impacts.
7. **Increased demand for emergency services:** High temperatures can increase the demand for emergency services such as fire and ambulance services, potentially overwhelming their capabilities.

5.11.5 Natural Resources

Extreme heat can have impacts on natural resources, including:

1. **Water:** Extreme heat can cause droughts, which can reduce water availability and quality. Higher temperatures can also increase water demand, leading to water shortages and competition for resources. This can have negative impacts on aquatic habitats and wildlife populations.
2. **Soil:** Extreme heat can cause soil moisture to evaporate, leading to soil drying out and a reduction in nutrient availability. This can impact plant growth and productivity, as well as increase the risk of erosion and wildfires.

3. **Vegetation:** Extreme heat can cause heat stress, damage, and death to plant species, leading to changes in plant communities and ecological processes. This can impact the food chain and biodiversity of the ecosystem.
4. **Wildlife:** Extreme heat can cause stress and mortality in wildlife populations, especially if they are not adapted to high temperatures. Animals may suffer from heat exhaustion, dehydration, and a lack of food and water resources.
5. **Air quality:** Extreme heat can worsen air quality and increase the risk of wildfires. Higher temperatures can also lead to increased ozone levels, which can have negative impacts on human and animal health.

5.11.6 Activities that have value to the community

Extreme heat can have a significant impact on activities that have value to the community. Here are some examples of how extreme heat can affect various community activities:

1. **Outdoor events:** Extreme heat can cause people to become dehydrated, suffer from heat exhaustion, or even heatstroke, which can be dangerous and potentially life-threatening. This can lead to the cancellation or rescheduling of outdoor events such as sports games, concerts, or festivals.
2. **Agriculture:** Extreme heat can cause crops to wither and die, leading to lower yields and higher prices for fruits and vegetables. This can impact the local food supply, as well as the incomes of farmers and agricultural workers.
3. **Transportation:** Extreme heat can cause roads to buckle and rails to warp, which can disrupt transportation services such as buses, trains, and airplanes. This can result in delays, cancellations, and higher transportation costs.
4. **Outdoor labor:** Outdoor labor, such as construction and landscaping, can become dangerous in extreme heat. Workers may suffer from heatstroke, dehydration, and other heat-related illnesses, which can impact their health and productivity.
5. **Tourism:** Extreme heat can impact tourism by making it less enjoyable to visit outdoor attractions such as beaches, parks, and zoos. This can lead to a decline in tourism revenue, which can have a ripple effect on the local economy.

5.11.7 Estimate of potential loss

While extreme heat can result in loss of crop, hospitalization, even death, there is no data available to quantify the potential loss. Agricultural land in Effingham County is most susceptible to extreme heat

due to crop damage under high heat. Vulnerable populations are likely to be impacted more because of their limited mobility, lack of resources, compromised physical health, or limited exposure to information. Effingham County has a total population of 63,448 out of which nearly 40% population are potentially vulnerable population that are at higher risk to heat exposure (Commerce, 2022).

5.11.8 Risk assessment

Extreme heat is likely to impact the entire County. Cities with a higher number of developed lands and lower canopy areas are more prone to heat related stress than the areas that are less developed. Overall, the northern section of the County has more agricultural land than the south, therefore the big cities are at higher risk of extreme heat exposure.

Table 5-13: Extreme Heat Risk Assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Medium	Medium	High	High
Guyton	High	High	High	High
Rincon	High	High	High	High
Springfield	High	High	High	High

5.12 Drought

5.12.1 Method

Due to the absence of data, it was not possible to make an estimate of potential losses resulting from future droughts. As a result, the assessment of vulnerability to drought is conducted qualitatively. Crop damage was estimated based on historical data.

5.12.2 People

Droughts can have impacts on people, including:

1. **Water scarcity:** Droughts can lead to water scarcity, which can affect drinking water supplies, sanitation, and hygiene. Lack of access to safe drinking water can lead to dehydration,

malnutrition, and waterborne illnesses, which can be especially harmful to children and vulnerable populations.

2. **Food security:** Droughts can lead to crop failures and livestock deaths, wildfires, which can impact food security and availability. This can lead to increased food prices, reduced access to nutritious food, and potential hunger and malnutrition.
3. **Health:** Droughts can impact the health of people by increasing the prevalence of waterborne diseases, respiratory illnesses due to dust, and malnutrition due to reduced access to food.
4. **Economic impacts:** Droughts can have economic impacts, including loss of income for farmers, decreased economic activity in affected regions, and increased costs of food and water. This can lead to unemployment, poverty, and reduced standards of living.
5. **Social impacts:** Droughts can also have social impacts, including displacement of populations due to water and food scarcity, conflict over resources, and potential migration to other areas.

5.12.3 Structures (including facilities, lifelines and critical infrastructure)

Droughts can have impacts on structures and lifelines, including:

1. **Buildings:** Droughts can cause the soil to dry out, shrink, and crack, which can lead to settlement and subsidence of buildings. This can result in damage to foundations, walls, and other structural elements.
2. **Roads and bridges:** Droughts can cause the ground to become unstable, leading to cracking and deformation of roads and bridges. This can impact transportation, commerce, and emergency response.
3. **Water infrastructure:** Droughts can impact water infrastructure, including reservoirs, wells, and pipelines. Lower water levels can impact water quality and availability, leading to water rationing and potentially causing damage to infrastructure due to exposure.
4. **Power infrastructure:** Droughts can also impact power infrastructure, including hydroelectric power plants, by reducing water flow and power generation capacity. This can impact energy availability and reliability.
5. **Lifelines:** Droughts can impact critical lifelines, including water, food, and energy supplies. This can lead to water and food shortages, power outages, and reduced access to essential services.

5.12.4 Systems (including networks and capabilities)

Droughts can have impacts on systems, including networks and capabilities, such as:

1. **Water supply systems:** Droughts can impact water supply systems by reducing the availability and quality of water. This can lead to water rationing, water shortages, and potentially compromise the safety and quality of drinking water.
2. **Energy systems:** Droughts can impact energy systems, particularly hydroelectric power plants, by reducing water flow and power generation capacity. This can lead to power outages and increased energy prices.
3. **Transportation systems:** Droughts can impact transportation systems by reducing the capacity of waterways used for shipping and navigation, leading to transportation delays and increased costs.
4. **Agricultural systems:** Droughts can impact agricultural systems by reducing crop yields, decreasing soil quality, and increasing the prevalence of pests and diseases. This can lead to lost income for farmers and potentially impact food security.
5. **Telecommunications systems:** Droughts can impact telecommunications systems by damaging infrastructure, such as fiber optic cables and cell towers, due to soil settlement and subsidence. This can lead to disruptions in communication networks and reduced capability to respond to emergencies.

5.12.5 Natural Resources

Droughts can have impacts on natural resources, including:

1. **Water resources:** Droughts can reduce the availability and quality of water resources, including rivers, lakes, and groundwater. This can lead to water scarcity, lower water levels, and increased competition for water resources among different stakeholders.
2. **Soil quality:** Droughts can impact soil quality by reducing moisture levels, leading to soil erosion, degradation, and reduced fertility. This can impact agriculture, food production, and ecosystem health.
3. **Biodiversity:** Droughts can impact biodiversity by reducing the availability of water and food resources for plants and animals. This can lead to changes in habitat, migration patterns, and species distribution, which can have cascading effects on ecosystem health.

4. **Forests and vegetation:** Droughts can impact forests and vegetation by increasing the risk of wildfires and reducing the growth and survival of trees and other vegetation. This can impact ecosystem health, carbon storage, and air quality.
5. **Air and water quality:** Droughts can impact air and water quality by increasing the prevalence of dust storms and wildfires, reducing water quality due to lower water levels and increased pollution, and potentially impacting human health.

5.12.6 Activities that have value to the community

Droughts can have impacts on activities that have value to the community, including:

1. **Agriculture and food production:** Droughts can impact agriculture and food production by reducing crop yields, increasing production costs, and potentially leading to food shortages. This can impact local economies, food security, and the availability and affordability of fresh produce.
2. **Tourism:** Droughts can impact tourism by reducing the availability and attractiveness of recreational activities such as fishing, boating, and water sports. This can impact local economies and the livelihoods of those working in the tourism industry.
3. **Outdoor activities:** Droughts can impact outdoor activities such as hiking, camping, and picnicking by increasing the risk of wildfires and reducing access to water resources. This can impact community well-being and outdoor recreation opportunities.
4. **Construction and development:** Droughts can impact construction and development activities by increasing the risk of soil settlement and subsidence, and potentially causing damage to infrastructure. This can lead to increased costs and delays in construction projects.
5. **Cultural and spiritual practices:** Droughts can impact cultural and spiritual practices that rely on natural resources such as water, plants, and animals. This can impact the cultural heritage and identity of communities, as well as their social and emotional well-being.

5.12.7 Estimate of potential loss

Based on County's 2019 Land Use data 67% of the County is agricultural land. Under a severe or extreme drought condition, the crop production will be impacted. Based on the analysis done through SHELUDS (CEMHS, 2022), the insured amount of the crop loss paid between 1989 to 2020 was \$5,139,766.54 just from drought. As stated in Chapter 3, that with changing climate, Georgia is anticipated to experience more frequent and severe drought than present day. This means that crop damage will increase and will have a larger impact on the community and economy of the County.

Drought could be a natural hazard in the future and is likely to pose a threat to crops, health and safety, biodiversity. It is important to prepare for and mitigate the impacts of droughts through effective water management, agricultural practices, and support for vulnerable populations.

5.12.8 Risk assessment

Drought will impact the entire county on the same scale. Most of the harm caused by droughts affects crops, agricultural pursuits, and water-dependent industries. As a result, the impact is generally more significant in rural, unincorporated areas. In urban areas such as Rincon, Guyton, Springfield that are more developed, the severity of the drought is usually less pronounced. The effects may be limited to lawns and community gardens, and the local water supply may be at risk during prolonged, severe droughts.

The primary source of drinking water for Effingham County is groundwater well (Upper Floridan Aquifer) and treated surface water from the City of Savannah (Georgia E. C., n.d.). Under severe drought conditions, both groundwater and surface water supply will be affected.

The following table shows the drought risk by jurisdiction based on the vulnerability assessment from this section and historical data and future climate projections from Chapter 3.

Table 5-14: Drought Risk assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Medium	High	High	High
Guyton	Medium	Medium	High	High
Rincon	Medium	Medium	High	High
Springfield	Medium	Medium	High	High

5.13 Wildfire

5.13.1 Method

Wildfire risk analysis was done from the USDA Wildfire website (Wildfire Risk, n.d.).

5.13.2 People

Wildfires can have a range of impacts on people, both directly and indirectly. Here are some potential impacts:

1. **Health impacts:** Wildfire smoke can contain harmful pollutants that can cause respiratory problems, particularly for people with pre-existing conditions such as asthma or COPD. Exposure to smoke can also lead to eye irritation, headaches, and other health effects.
2. **Physical injuries:** Wildfires can cause physical injuries, particularly for people involved in firefighting or for those who are caught in the path of a fire. Injuries can include burns, smoke inhalation, and other trauma.
3. **Evacuation and displacement:** People living in areas threatened by wildfires may be forced to evacuate their homes and communities. This can lead to displacement, disruption of daily routines, and stress and anxiety.
4. **Property damage and loss:** Wildfires can cause damage to homes and other property and can result in the loss of personal possessions and cherished belongings. This can have emotional and financial impacts on individuals and families.
5. **Economic impacts:** Wildfires can impact local economies, particularly in areas that rely on tourism or natural resources. The loss of homes, property, and infrastructure can lead to job losses and economic hardship.

5.13.3 Structures (including facilities, lifelines and critical infrastructure)

Wildfires can have impacts on structures and lifelines, which are the critical systems that communities rely on for basic needs such as water, power, and transportation. Here are some potential impacts:

1. **Damage to buildings and infrastructure:** Wildfires can cause damage to homes, businesses, and other structures in the path of the fire. This can include damage to roofs, windows, and other exterior features, as well as damage to internal systems such as electrical and plumbing.
2. **Loss of lifelines:** Wildfires can damage or destroy critical lifelines such as power lines, water treatment facilities, and transportation infrastructure. This can lead to disruptions in basic services such as electricity, clean water, and transportation.
3. **Contamination of water supplies:** Wildfires can cause soil erosion and other changes to the landscape that can impact water quality. This can lead to contamination of drinking water supplies, which can impact the health and safety of individuals in affected communities.

4. **Air quality impacts:** Wildfire smoke can impact air quality, which can have implications for the health of individuals and for the operation of critical infrastructure such as airports.
5. **Economic impacts:** Wildfires can have economic impacts, particularly in areas that rely on tourism or natural resources. The loss of homes, property, and infrastructure can lead to job losses and economic hardship.

5.13.4 Systems (including networks and capabilities)

Wildfires can also have impacts on communication systems, which are critical for coordinating emergency response and for keeping communities informed during and after a wildfire event. Here are some potential impacts:

1. **Damage to communication infrastructure:** Wildfires can damage or destroy communication infrastructure such as cell towers, antennas, and other equipment. This can lead to disruptions in communication services such as phone and internet access.
2. **Power outages:** Wildfires can cause power outages, which can impact communication systems that rely on electricity to function.
3. **Disruptions to emergency services:** Wildfires can disrupt emergency communication systems such as 911 and other dispatch services. This can make it difficult for individuals to call for help or for emergency responders to coordinate their response efforts.
4. **Reduced access to information:** Wildfires can disrupt communication channels such as television and radio broadcasts, as well as social media and other online platforms. This can make it difficult for individuals to stay informed about the status of the fire and any evacuation orders or other emergency measures.
5. **Increased demand:** During and after a wildfire, there may be increased demand on communication systems as individuals try to contact loved ones, access emergency services, or get information about the fire. This can lead to congestion on communication networks, which can further exacerbate the impacts of the wildfire.

5.13.5 Natural Resources

Wildfires can have impacts on natural resources, including:

1. **Soil:** Wildfires can alter soil properties and reduce soil fertility. The intense heat of a wildfire can cause the loss of organic matter, nutrients, and water-holding capacity in the soil. This can result in increased erosion and decreased plant growth.

2. **Water:** Wildfires can impact water quality and quantity. When wildfires occur in forested watersheds, they can increase sedimentation, reduce water quality, and affect aquatic habitats. Additionally, large-scale wildfires can lead to the depletion of water resources as the intense heat evaporates water from streams and lakes.
3. **Vegetation:** Wildfires can have both negative and positive effects on vegetation. While some plant species may be killed by the fire, others may be stimulated to grow in response to the nutrients released by the burned vegetation. However, if the fire is too severe, it can destroy entire plant communities, which can take many years to recover.
4. **Wildlife:** Wildfires can have both direct and indirect impacts on wildlife. Many animals may be killed during the fire or forced to relocate to other habitats. Additionally, the loss of vegetation can lead to a reduction in food sources for many wildlife species.
5. **Air quality:** Wildfires can release large amounts of smoke and other pollutants into the air, which can have negative impacts on air quality and public health. Smoke from wildfires can aggravate respiratory problems and cause other health issues.

5.13.6 Activities that have value to the community

Wildfires can have impacts on the activities that communities use, particularly in areas where outdoor activities such as hiking, camping, and hunting are popular. Here are some potential impacts:

1. **Closure of recreational areas:** Wildfires can lead to closures of parks, hiking trails, and other recreational areas in affected communities. This can limit opportunities for outdoor recreation and impact local businesses that rely on tourism.
2. **Health impacts:** Wildfire smoke can impact air quality, which can have implications for the health of individuals in affected communities. This can lead to increased rates of respiratory illnesses, particularly among vulnerable populations such as children and the elderly.
3. **Economic impacts:** Wildfires can have economic impacts, particularly in areas that rely on tourism or natural resources. The loss of recreational areas and the impact on air quality can lead to job losses and economic hardship.
4. **Disruption of community events:** Wildfires can disrupt community events such as outdoor festivals and fairs, as well as sporting events and other activities that rely on outdoor spaces.
5. **Increased stress and anxiety:** Wildfires can lead to increased stress and anxiety among individuals in affected communities, particularly those who may be at risk of losing their homes or businesses.

5.13.7 Estimate of potential loss

Based on the wildfire risk analysis report, populated areas in Effingham County, GA have on average, greater wildfire likelihood than 88% of counties in the state. 71% of homes in Effingham County, GA are exposed to wildfire from direct sources, such as adjacent flammable vegetation compared to a national average of 33% exposure. There are ~24,000 homes in the County out of which ~16,800 homes are directly exposed to wildfire sources. Error! Bookmark not defined.

5.13.8 Risk assessment

Guyton, Rincon, and Springfield, being the most populated areas in the County, are at the highest risk of wildfire related damage. As climate change results in warming of the atmosphere, and increasing number of consecutive dry days, the wildfire risk is anticipated to be higher in the future (Change in Maximum Number of Consecutive Dry Days, n.d.),

Table 5-15: Wildfire Risk assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Medium	High	High	High
Guyton	High	High	High	High
Rincon	High	High	High	High
Springfield	High	High	High	High

5.14 Environmental Contamination

5.14.1 Method

Due to the absence of data on spills, it was not possible to make an estimate of potential losses resulting from future hazardous spills or radiological incidents. As a result, the assessment of vulnerability to environmental contamination is conducted qualitatively.

5.14.2 Estimate of potential loss

Around 50% of people in Effingham County are exposed to rivers, streams, and ponds, which poses a long-term health risk and can negatively impact the local and state economy due to environmental contamination. The Savannah and Ogeechee Rivers, as well as inner streams and ponds, are affected

by pollution and debris, which reduces water flow and creates stagnant areas. Without plans to open the rivers and increase water flow, pollution levels are likely to remain high. Previous safety advisories in nearby counties such as Bulloch County and Bryan County have resulted in financial and political impacts (Effingham County, 2017).

5.14.3 Risk assessment

All jurisdictions will be equally impacted by a hazardous spill. Climate change is expected to cause increased short duration large intensity storms and heavy precipitation. Effingham county has an extensive number of wetlands that may overflow under such extreme precipitation event and will increase the extent of spill compared to present day. Residents with limited mobility will be affected during a spill.

Table 5-16: Environmental Contamination Risk assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Low	Medium	Medium	Low
Guyton	Low	Medium	Medium	Low
Rincon	Low	Medium	Medium	Low
Springfield	Low	Medium	Medium	Low

5.15 Hazardous Materials Spills/Radiological Incidents

5.15.1 Method

Due to the absence of data on spills, it was not possible to make an estimate of potential losses resulting from future hazardous spills or radiological incidents. As a result, the assessment of vulnerability to hazardous spills or radiological incidents is conducted qualitatively.

5.15.2 Estimate of potential loss

Georgia has strict laws about the hazardous waste management (Georgia R. a., n.d.). Any release that exceeds 25 gallons must be reported within 24 hours of discovery to the Emergency Response division of GA Environmental Protection Division (EPD). The rule also states that a release of less than 25 gallons

that are not contained and cleaned up within 24 hours must be reported immediately and any suspected leak must be reported within 24 hours of discovery. The county is expected to follow the regulations strictly.

The estimate of potential loss is primarily dependent on the extent of spill or fallout. State of Georgia also has a detailed guidelines on the hazardous waste management and reporting fees for regular waste disposal (Georgia S. o., n.d.). The extent of damages would also vary based on type of chemical involved, the way it was released (whether intentionally or accidentally), prevailing wind patterns, the efficiency of the response team handling hazardous materials, and the overall rarity of the incident.

The northern half of the County is situated within a 50-mile radius of a nuclear power plant, which is deemed hazardous under present day norms (Effingham County, 2017). If 20% of the population lives in this area as stated in the previous HMP (2017), then this area is home to roughly 12,000 permanent residents in the current days. The potential loss also pertains to agriculture, farming, and water resources. If radioactive fallout were to occur, grazing livestock would have to be relocated immediately. All milk and meat products from such animals would become irreparably contaminated if exposed to radiation.

5.15.3 Risk assessment

All jurisdictions will be equally impacted by a hazardous spill. Climate change is expected to cause increased short duration large intensity storms and heavy precipitation. The County has extensive wetlands that may overflow under extreme precipitation events and will increase the extent of spill compared to present day. Residents with limited mobility will be affected during a spill.

Table 5-17: Hazardous Materials Spills/Radiological Incidents Risk assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Low to Medium	Medium to high	Medium to high	Low to medium
Guyton	Low to Medium	Medium to high	Medium to high	Low to medium
Rincon	Low to Medium	Medium to high	Medium to high	Low to medium
Springfield	Low to Medium	Medium to high	Medium to high	Low to medium

5.16 Cyber Security

5.16.1 Method

Due to the absence of data on previous breach related damage, it was not possible to make an estimate of potential losses resulting from future cyber-attacks in the County. As a result, the assessment of vulnerability is conducted qualitatively.

5.16.2 Estimate of potential loss

The estimate of potential loss from a cybersecurity breach can vary widely depending on the nature and severity of the breach, as well as the type of organization and industry involved. However, some estimates suggest that the global cost of cybercrime could reach \$10.5 trillion by 2025, up from \$3 trillion in 2015 (Forum, 2023). In Effingham County, the larger jurisdictions are at higher risk of threat than the smaller ones.

5.16.3 Risk assessment

It is recommended that the County and the individual Cities conduct a detailed cybersecurity vulnerability assessment on all their infrastructure. Funding is available to conduct assessments of cybersecurity threats on various critical facilities in a community.

The risk of cybercrime affects the entire County. Being the largest city, assets in Rincon are likely to have the highest risk. The older population that depends on news outlets for updated information, may be more greatly affected under a breach. Daily wage workers will also be impacted in a breach because of the closed systems affected by the breach.

Table 5-18: Cyber Security Risk assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Moderate	Moderate	Moderate	None
Guyton	Moderate	Moderate	Moderate	None
Rincon	High	High	High	None
Springfield	Moderate	Moderate	Moderate	None

5.17 Pandemic Response

5.17.1 Method

Since the COVID-19 pandemic is the most recent major public health crisis in recent decades, we have chosen to highlight Effingham County's response to this global pandemic in order to provide context for their efforts in pandemic response.

To capture a complete set of information on COVID-19 impacts to Effingham County, a variety of datasets from the Centers for Disease Control and the Georgia Department of Public Health were used to characterize the impacts of COVID-19 on Effingham County. Effingham County's vaccination rate (fully vaccinated) is currently at 40% for all ages and 81% for ages 65 and up. This falls below the average of fully vaccinated individuals in the U.S., which currently sits at 69%. The day with the highest number of positive cases was January 27th, 2022, with 179 cases. The community level of COVID-19 in Effingham County is low based on cases and hospitalizations, according to the March 2023 update from the C.D.C.

5.17.2 People

1. **Health Effects:** The COVID-19 pandemic led to a dramatic loss of life across the globe and certainly influenced Effingham County. Pandemic events undoubtedly pose a threat to the population of Effingham County as becoming ill not only limits a person's ability to provide for their family but can leave the affected with lasting health issues.
2. **Income Loss:** Pandemics can negatively impact the economy through limiting trade, closing borders, and limiting the ability of workers to perform in their jobs. This is especially true in industries like healthcare, food and beverage, and education as we have seen over the past few years.
3. **Lack of Quality Healthcare:** Limited access to quality healthcare has been a highlight of the COVID-19 pandemic. The stress of mass hospitalizations and limited space in healthcare facilities left many without the proper services needed to recover from the virus.
4. **Psychological impacts:** Pandemics can also have psychological impacts on people, including anxiety, stress, and trauma, particularly for those who experience the hazard firsthand or who lose loved ones.

5.17.3 Structures (including facilities, lifelines and critical infrastructure)

1. **Economic impacts:** Pandemic events can have significant economic impacts. Businesses may be forced to shut down or relocate, and property values can decline. Additionally, the cost

of continued operation and potential need for large quantities of personal protective equipment could be costly.

2. **Public health impacts:** Pandemics are undoubtedly a source significant public health impact. Exposure to pathogens can cause acute or chronic health effects, depending on the severity and duration of exposure and the likelihood of infection/transmission is high.

5.17.4 Systems (including networks and capabilities)

1. **Emergency response capabilities:** Global pandemics can, and have, overwhelmed emergency response capabilities. This can result in delays or gaps in response, which can have serious consequences for public safety.
2. **Economic impacts:** As mentioned earlier, global pandemics can have significant economic impacts. These impacts can extend to systems and networks, including supply chains and financial networks.

5.17.5 Activities that have value to the community

1. **Economic impacts:** Pandemics can have significant economic impacts, including disruptions to businesses and loss of revenue. These impacts can be especially severe for small businesses and communities that rely on tourism or other industries.
2. **Recreation and tourism:** Pandemics can disrupt recreation and tourism activities. For example, certain modes of mass transit like buses and airlines may be closed. Additionally, the ability to enjoy indoor activities would be very limited. This can impact the quality of life for residents and may also have economic consequences for local businesses.
3. **Cultural activities:** Pandemic events can impact cultural activities, such as festivals and community events. These disruptions can be both social and economic, affecting the community's sense of identity and well-being.
4. **Education:** Hazardous materials spills and radiological incidents can impact educational activities. For example, schools and universities may need to close due to health concerns, and other less publicly accessible and potentially effective means of schooling may be employed, such as remote learning.

5. **Public perception:** Pandemics can also impact public perception of local government and leadership. This can have long-term consequences for economic activity and quality of life, even after the immediate impacts of the incident have been addressed.

5.17.6 Estimate of potential loss

The number of hospitalized COVID-19 patients has fallen in all locations within Effingham County, though the test positivity rate has remained very high.¹ Since the beginning of the pandemic, 16,458 cases have been reported in Effingham County with a total of 217 reported deaths. Due to the rural nature of the county, smaller population concentrations, and relatively low level of persons 65 and over (~12%, Census, 2020), Effingham County has less potential for the spread of pandemic viruses; however, there is only one major hospital in the county and the need for expanding healthcare services is still a critical concern. A recent article from Effingham Magazine states that Effingham Health Systems plans on growth, re-engineering systems, technology, and protocols to better respond to the needs of the community in the future. This will be vital for the increase in population that is planned once the Hyundai plant is established in Rincon, GA.

5.17.7 Risk assessment

The number of hospitalized COVID-19 patients has fallen in all locations within Effingham County, though the test positivity rate has remained very high (Times, 2023). Since the beginning of the pandemic, 16,458 cases have been reported in Effingham County with a total of 217 reported deaths. Due to the rural nature of the county, smaller population concentrations, and relatively low level of persons 65 and over (~12%) (Bureau, 2020), Effingham County has less potential for the spread of pandemic viruses; however, there is only one major hospital in the county and the need for expanding healthcare services is still a critical concern. A recent article from Effingham Magazine states that Effingham Health Systems plans on growth, re-engineering systems, technology, and protocols to better respond to the needs of the community in the future (Magazine, 2022). This will be vital for the increase in population that is planned once the Hyundai plant is established in Rincon, GA.

Table 5-19: Pandemic Response Risk assessment

Jurisdiction	Current risk	Future risk	Risk to vulnerable populations	Risk to change in land use
Effingham County	Low	Low	High	Low
Guyton	Low	Low	High	Low
Rincon	Low	Low	High	Low
Springfield	Low	Low	High	Low

6.0 CAPABILITY ASSESSMENT

C1-a

C1-b



What information will I find in this chapter?

Chapter Six contains information about each jurisdiction's existing authorities, policies, programs and resources and the ability to expand on and improve these existing policies and programs. (Requirement 44 CFR § 201.6(c)(3))

Table 6-1: Chapter 6 Summary of Changes

Chapter 6 Sections	Updates to Section
Long-Range Plans Related to Hazard Mitigation	Moved from appendix and expanded on from 2017 HMP
Building Code, Permitting, and Inspections	New to 2023 HMP
Land Use Planning and Ordinances	Expanded on from 2017 HMP
Staffing	New to 2023 HMP
Administration	New to 2023 HMP
Technical	New to 2023 HMP
Funding Resources	New to 2023 HMP
Assistance from Nongovernmental Organizations	New to 2023 HMP
National Flood Insurance Program Compliance	Expanded on from 2017 HMP
Existing Capabilities	Expanded on from 2017 HMP

Every community has a unique set of capabilities such as authorities, policies, programs, staff, or funding, that contribute to hazard mitigation and help to reduce vulnerability. The County, as well as the cities of Guyton, Rincon, and Springfield, have a suite of capabilities that help them accomplish hazard mitigation. Capabilities vary among the different municipalities, making coordination across political boundaries especially important. The current capabilities have been reviewed to identify opportunities to incorporate hazard mitigation efforts as well as any gaps in resources that may need to be addressed. This chapter includes a review of the existing capabilities of Effingham County and the cities of Guyton, Rincon, and Springfield.

6.1 Long-Range Plans Related to Hazard Mitigation

Long-range planning documents are vital to emergency preparedness and response. Long-range planning documents have a planning horizon of multiple years. Below is an overview of long-range planning documents in Effingham County that relate to hazard mitigation.

6.1.1 2020-2040 Effingham County Joint Comprehensive Plan (2019)

The Comprehensive Plan includes the cities of Guyton, Rincon, and Springfield and focuses on land development. It contains goals, policies, and strategies that address challenges, leverage strengths, and provide a framework for land development within the County. The Comprehensive Plan is a legally binding document that governs land use and guides future development. It also addresses issues that pertain to development such as environmental regulation and infrastructure management. Chapter 7 of the Joint Comprehensive Plan covers Coastal Vulnerability and Resilience. In this section, natural hazards such as flooding and storm surge are addressed, and vulnerable populations are defined and identified. The Comprehensive Plan also contains a Capital Improvement Projects section. There is opportunity for this section to be expanded during the next Comprehensive Plan Update to incorporate a more detailed discussion on hazard mitigation and resilience efforts. The Comprehensive Plan identifies projects to include in the mitigation strategy and is an appropriate place to implement mitigation actions as it is formally adopted by all four communities and is legislatively binding.

6.1.2 Local Emergency Operations Plan (2023)

The Emergency Operations Plan (EOP) establishes emergency response policies for Effingham County and provides a framework to enable community recovery following a disaster. It includes the cities of Guyton, Rincon, and Springfield. It describes the management and coordination of resources and personnel during emergency situations. The EOP is currently undergoing an update that is expected to be completed in 2023. The Local Emergency Operations Plan addresses hazards and identifies strategies related to emergency services and staff training that contribute to hazard mitigation. It would be appropriate to implement additional strategies related to intergovernmental coordination, training exercises, and emergency warning and response within the EOP.

6.1.3 Master Transportation Plan (2021)

The 2021 Master Transportation Plan identifies projects that would improve the transportation network of Effingham County and accommodate the accelerated growth the region is experiencing. The current version of the plan does not address hazards, but there is potential for hazards such as flooding to be incorporated in the future. It would be appropriate to implement mitigation strategies related to frequently flooded roads into the Master Transportation Plan.

6.1.4 Stormwater Master Plan (2023)

The Stormwater Master Plan was recently completed in June 2023. The Plan addresses stormwater management and design standards that will be implemented in Effingham County. The Stormwater Master Plan includes a public engagement aspect to identify areas within the County that frequently flood. The Stormwater Master Plan includes a rehabilitation plan to address priority structure repairs and replacements, as well as an expansion plan that identifies and models proposed capital improvement projects that address flooding and water quality. This document will be an important avenue through which mitigation activities can be implemented. The Stormwater Master Plan will help to prioritize mitigation projects in the County, and contains a list of recommendations regarding improvement projects. Recommendations include but are not limited to maintenance, increased conveyance, and detention projects. These recommendations should be considered by the Hazard Mitigation Planning Committee for inclusion in each jurisdiction's mitigation action spreadsheet in the future.

6.1.5 Community Wildfire Protection Plan (2018)

The goal of the 2018 Community Wildfire Protection Plan is to set clear priorities for the implementation of wildfire mitigation in Effingham County and to protect the community and its essential infrastructure. The plan includes recommendations for types and methods of fuel reduction and structure ignitability reduction, as well as a plan for wildfire suppression. The mitigation action items in the plan focus on public education, supporting fire rescue entities, collaborative decision-making, citizen participation, and community ordinances and codes. This plan has been effectively utilized to implement mitigation strategies related to wildfire.

6.1.6 Comprehensive Recreation and Parks Plan (2023)

There is opportunity to integrate mitigation strategies such as open space preservation into the Comprehensive Recreation and Parks Plan. This plan ensures that recreation facilities continue to meet the needs of a growing population. The plan in its current state does not address hazards, but it does identify the need for more open space and park space. This plan would be an appropriate location in which to integrate mitigation strategies related to preserving open space, greenspace connectivity, creation of new park space, or creation of stormwater parks.

6.1.7 Public Awareness, Education, and Preparedness Plan (2014)

The plan identifies activities to be conducted by the Effingham County Emergency Management Agency that will educate the public about the natural and manmade hazards they may face in Effingham County. Hazards are addressed briefly in the Public Awareness, Education, and Preparedness Plan. This plan was designed to develop strategies that raise the level of disaster awareness and increase citizen's knowledge about what to do before, during, and after a hazard incident. Activities include outreach events at schools, coordination with local organizations, distribution of informational materials, and an

SMS text alert system. This plan should be updated to meet Community Rating System requirements for a Public Information Plan to contribute to Effingham County's CRS score.

6.1.8 Debris Management Plan (2012)

The Debris Management Plan addresses the disposal of debris collected after major disaster events. It also provides guidance on how to mitigate potential health hazards from hazardous debris materials. This plan addresses hazards in detail and how different hazards can cause various types of debris. It also includes the roles and responsibilities of different departments within each jurisdiction in regard to debris management. This plan can be a place to implement mitigation actions related to post-disaster recovery.

6.2 Building Code, Permitting, and Inspections

Building codes ensure structures are built safer and stronger. They create a standard to which communities must be held and help to make communities more resilient. Communities receive a Building Code Effectiveness Grading Schedule (BCEGS) score based on their adopted building codes and the enforcement of those codes, with special emphasis on mitigation of losses from natural hazards. BCEGS scores for Effingham County and the cities of Guyton, Rincon, and Springfield can be found in the table below.

Communities are also scored based on how prepared they are for fires. This scoring comes from the Insurance Services Office and is based on the local fire departments and water supply. The first number is the rating for those properties within 5 road miles of a recognized fire station and within 1000' of a fire hydrant. The second number is the rating for those properties within 5 road miles of a recognized fire station but beyond 1000 feet of a fire hydrant. ISO ratings for Effingham County, Guyton, Rincon, and Springfield can be found in the table below.

Table 6-2: ISO Ratings

Jurisdiction	Building Code Version/Year	Fire Department ISO Rating
Effingham County	2018 IRC/IBC	3/3Y
City of Springfield	2018 IRC/IBC	3/3Y
City of Guyton	2018 IRC/IBC	3/3Y
City of Rincon	2018 IRC/IBC	3/3X

6.3 Land Use Planning and Ordinances

Effingham County adopted a Future Land Use Plan, and has created Stormwater Management, Floodplain Management, and Subdivision ordinances. Effingham County has developed zoning regulations to ensure the character of new development is consistent with the community vision. Effingham County is a historically rural area. The primary land uses in the County are agriculture/forestry, conservation/recreation, and residential. Collectively, these land uses account for 90 percent of the total land area in the County. Agricultural/Forestry land accounts for the majority of the land use at 65 percent. Industrial and Commercial land uses account for three percent of the total area. Proximity to the Ports of Savannah and Interstates 95 and 16 are expected to prompt further industrial growth. Five percent of the land is classified as undeveloped; much of this property is adjacent to existing residential developments, suggesting that currently undeveloped land will become later phases of a subdivision.

The Cities of Guyton, Rincon, and Springfield have similar ordinances and face similar development pressures.

Effingham County and the Cities of Guyton, Rincon, and Springfield can use these ordinances to implement sustainable development practices, thereby reducing hazard risk and impact. These ordinances can always be reviewed and improved to include new hazard mitigation activities. These ordinances are adequately administered and enforced.

6.4 Staffing

Effingham County and the Cities of Guyton, Rincon, and Springfield are staffed with personnel capable of planning for and implementing hazard mitigation activities. All entities are equipped with a Building Official and a Community Planner. Effingham County Emergency Management covers the cities of Guyton, Rincon, and Springfield. Effingham County GIS coordinates 911 addressing and roads for the cities to the best of their ability, but increased coordination in regard to addressing and roads would be beneficial to all entities. The cities have contracts with outside engineering firms to coordinate any additional needs they have related to GIS. In Effingham County, floodplain administration is housed within the Development Services department, with two planners also acting as their floodplain administrators. Springfield, Rincon, and Guyton all contract with engineering firms to act as their floodplain administrator.

Effingham County has contracted with EOM to manage and maintain their high-value critical infrastructure assets, and therefore has civil engineers available through EOM. EOM is contracted to handle the water, sewer, wastewater, and roads for Guyton and Effingham County. EOM is also contracted to handle water and sewer for Springfield.

All jurisdictions should consider retaining a Certified Floodplain Manager (CFM) on staff. Effingham County is subject to coastal hazards. Retaining a staff member that is well-versed in floodplain management and the National Flood Insurance Program regulations would be beneficial to all jurisdictions and would lead to improved floodplain management programs and a higher level of preparedness. A Certified Floodplain Manager would bring not only knowledge of NFIP requirements and floodplain management in general, but also knowledge of FEMA funding programs, substantial improvement/damage requirements, and damage assessment procedures.

6.5 Administration

All of the entities involved in this plan have active Planning and Zoning Commissions or Boards that review proposed amendments to zoning ordinances, site plans, and plat applications. These Commissions or Boards also make recommendations to Councils regarding the current and future development of the community.

All of the entities involved in this plan have a Mitigation Planning Commission that met to contribute to the update of this plan.

Maintenance programs to reduce risk, such as tree trimming and clearing of drainage systems, is coordinated through EOM. EOM uses proprietary CMMS software to manage the municipal asset inventory and the activities conducted to maintain them. The software stores information about city/county-owned assets (i.e. location, type, size, installation date, etc.), and provides tools to help manage the maintenance activities associated with each asset. The software processes work orders, schedules jobs, assigns resources, and tracks performance and costs. It is also used to manage the inventory of spare parts, tools, and other materials. It identifies preventative maintenance tasks that should be performed based on asset run times. Preventative maintenance is repetitive activities required or recommended by the equipment manufacturer or industry best practices performed to optimize the service life of the asset. Preventative maintenance is critical to protect against deterioration and failure of the asset. The CMMS software catalogues every asset at every location and reviews all available as-builts and operations manuals to customize the preventative maintenance schedules for each item. Each asset has its own unique schedule and associated checklist. If an inspection identifies an issue with an asset, a corrective work order is automatically generated by the software to address that issue. In summary, every item (pump, control panel, roadway, MS4 control structure, generator, etc.) has a unique task and schedule (daily, weekly, monthly, quarterly, annually, semi-annual, 5000 hours, 20000 hours, etc.) that is based on manufacturer's guidelines, industry standards and permit requirements.

All roads have also been catalogued by EOM's CMMS software to include miles, type, and subdivision. All roads have an annual inspection schedule.

EOM has identified some issues related to drainage, mainly the lack of easements and connected drainage systems. They have also identified areas of failing infrastructure that require large funding projects to rectify. Effingham County is currently working to secure funding for some of these large-scale infrastructure projects. Additionally, all asset locations have sought funding for generators and bypasses, but funding has been delayed or unavailable. The County is working to prioritize specific areas where upgrades and replacements are necessary.

Coordination of these administrative efforts among the jurisdictions could be improved. Improved coordination leads to more consistent long-range planning for the entire community, reduced duplicity of efforts, and more effective implementation of mitigation activities.

6.6 Technical

Technical resources include skills and tools that can be used for mitigation planning and to implement specific mitigation actions. Effingham County, Guyton, Rincon, and Springfield have various technical capabilities that aide in the implementation of mitigation activities.

6.6.1 Grant Writing

Effingham County recently hired a full-time grants coordinator in order to pursue various grant opportunities. The County and Cities are interested in pursuing as many grant opportunities as possible, such as Community Development Block Grants, National Fish and Wildlife Foundation Grants, Hazard Mitigation grants through FEMA, and others.

6.6.2 Warning System

The Effingham County School Board currently utilizes a mass notification system that can reach all parents. Effingham County is currently onboarding a new mass notification system that will reach all citizens via mobile device. The system is currently being tested with all cellphone carriers in the County. It would allow for mass notification regarding hazards or emergencies in the area.

6.6.3 Hazus Analysis

Hazus is a geographic information system-based natural hazard analysis tool developed and distributed by FEMA. Hazus software provides standardized tools and data for estimating risk from earthquakes, floods, tsunamis, and hurricanes for a given area. This software was used to assess risk to Effingham County, Guyton, Rincon, and Springfield. Hazus analysis is coordinated through the University of Georgia, the Coastal Regional Commission, and the Georgia Emergency Management Agency. See Appendix E. Additionally, Weston & Sampson independently ran the most recent version of Hazus (6.0) to inform the plan update.

6.7 Funding Resources

Funding for the implementation of mitigation strategies comes from a variety of sources for Effingham County, Guyton, Rincon, and Springfield. Additional funding sources need to be explored in order to accomplish more mitigation strategies.

6.7.1 General Fund

General fund refers to revenues accruing to the municipality from taxes, interest earnings, and other sources which can be used for the general operation of local government. General funds can be used to fund mitigation activities such as structural projects, emergency services, property protection, natural resource protection, public information, or preventative actions.

6.7.2 Development Impact Fee

The development impact fee was developed in order to provide areas of new growth with the required infrastructure. Effingham County is experiencing rapid growth that is expected to continue. Development impact fees can be used for park and recreation facilities, arterial roads and intersections, public safety, water, and sewer projects (Effingham County Development Impact Fee Ordinance). Development impact fees are not currently being collected by the County and therefore should not be considered an appropriate source for implementing hazard mitigation actions.

6.7.3 Fees for Water and Sewer

Fees for water and sewer services have been used to fund improvements to water and sewer infrastructure. Mitigation tactics for water and sewer infrastructure should be considered in all future improvement projects. This is an appropriate source of funding for mitigation projects related to water and sewer infrastructure.

6.7.4 American Rescue Plan Act Funding (ARPA)

Effingham County received 11.6 million dollars in ARPA funds according to the budget for the 2023 fiscal year. The ARPA funds have been used for various projects at the wastewater treatment plant as well as for other various water and sewer projects. Investments in water and sewer infrastructure are approved uses of ARPA funds; it is possible to make mitigation, such as retrofitting facilities, a part of these investments in water and sewer infrastructure.

6.7.5 Special Purpose Local Option Sales Tax (SPLOST) Funding

A Special Purpose Local Option Sales Tax is an optional one percent county sales tax used to fund capital projects proposed by the county government and participating qualified municipal governments. SPLOST funding has been used extensively in Effingham County to fund mitigation activities and capital improvement projects. This source will continue to be used to fund mitigation activities and capital improvement projects in the future.

6.7.6 Stormwater Utility Fee

A feasibility study was completed in 2021 to determine what would be necessary to implement a stormwater utility fee in Effingham County. The yearly rate was estimated to be \$55 per year if the stormwater utility fee was to be implemented. Due to widespread disapproval among the community, the County decided not to pursue the stormwater utility fee. This idea should be revisited in the future as the County continues to experience rapid growth and will need a source of income to complete necessary capital improvement projects, conduct routine maintenance, complete an asset inventory, and run a high-functioning stormwater management program. A stormwater utility fee would be an effective way to fund stormwater mitigation projects.

6.7.7 Federal and State Grant Funding

Grant funding can be an excellent approach to implementing mitigation projects. There are many grant funding opportunities available through the Georgia Emergency Management Agency (GEMA), including Emergency Management Performance Grants and Hazard Mitigation Assistance Grants. Emergency Management Performance Grants provide federal funds to assist local emergency management agencies to obtain the resources required to support implementation of the National Preparedness System and the National Preparedness Goal of a secure and resilient nation (GEMA). Hazard Mitigation Assistance Grants include federal opportunities like the Hazard Mitigation Grant Program, the Flood Mitigation Assistance Program, and the Pre-Disaster Mitigation Program, all of which are funded through FEMA. Opportunities like these should be explored to fund future mitigation activities. Other federal opportunities include grants through FEMA's Building Resilient Infrastructure and Communities (BRIC) program. BRIC funding is specifically for hazard mitigation projects. Other state grant funding for hazards and resilience includes the Coastal Incentive Grant, which is a competitive pass-through subgrant program made possible by a grant to GA Department of Natural Resources from the National Oceanic and Atmospheric Administration (NOAA) under the Coastal Zone Management Act. Each year, the GA Coastal Management Program allocates a portion of its federal funding to qualified coastal county and municipal governments.

6.7.8 National Fish and Wildlife Foundation (NFWF) Coastal Resilience Fund

Foundations are an additional source of potential funding, and one example to address hazards is the National Fish and Wildlife Foundation Coastal Resilience Fund. This fund, established in 2018, restores, increases, and strengthens infrastructure to protect coastal communities while also enhancing habitats for fish and wildlife. The program is designed to invest in conservation projects that restore or expand natural features that minimize the impacts the storms and other naturally occurring events. Such features include coastal marshes, wetlands, dune and beach systems, oyster and coral reefs, maritime forests, barrier islands, and coastal rivers and floodplains. Exploring opportunities via NFWF might be an effective route through which hazard mitigation actions could be implemented in Effingham County. Effingham County is considered a coastal county by NFWF due to its proximity to the Savannah Wildlife Refuge.

6.8 Assistance from Nongovernmental Organizations

The following programs and organizations were identified as being active in Effingham County. These programs can be vessels for the implementation of mitigation strategies.

6.8.1 United Way

Through the Community Fund and with the assistance of other local non-profit organizations, United Way provides health and human services for the community as well as emergency relief services. United Way has the capacity to coordinate volunteers and organize resource distribution which can be invaluable following a natural disaster or hazard incident. United Way has a County Service Center in

Effingham County. United Way is also an excellent network for information distribution. In 2021, United Way invested more than \$3.36 million in 86 programs across 54 nonprofit agencies in Bryan, Chatham, Effingham, and Liberty counties creating a vital network of support and services. This network can help implement future mitigation activities.

6.8.2 Praise and Preparedness/Family Promise

Praise and Preparedness is an initiative from the Georgia Emergency Management and Homeland Security Agency. It encourages faith-based organizations and houses of worship to promote readiness and preparedness. The initiative provides resources on how to ensure a facility is safe, how members can practice preparedness in their own homes, and how houses of worship can become involved in disaster relief efforts in the community. It encourages churches to offer their locations as emergency shelters during hazard events. This program can help implement mitigation activities related to public information and outreach, emergency services, and property protection.

6.8.3 Effingham County Family Connection

Effingham Family Connection consists of community partners working together to coordinate and improve services to support families and children for a better future in Effingham County. EFC is a private non-profit 501C-3. EFC helps to bridge service gaps for the most vulnerable families in the community and connects these families to valuable resources and information. EFC encourages the community to craft local solutions based on local decisions. EFC works to ensure that the community is vibrant, robust, and thriving. Since this is a partnership-based effort, and the reach in the community is quite wide, EFC is an effective means of communicating important information regarding hazards and preparedness.

6.8.4 Monthly Educational Programs

The Effingham County Public Awareness, Education, and Preparedness Plan contains the annual calendar of outreach events conducted by Effingham County Emergency Management Agency staff. January outreach efforts are focused on severe winter weather; efforts include winter weather warnings via SMS text alerts and safety tips on the Effingham County EMA website. February is Severe Weather Awareness Month; efforts include severe weather warnings via SMS text alerts and safety tips for severe thunderstorms, flooding, tornadoes, and lightning. Also in February, Effingham County participates in the statewide tornado drill and Severe Weather Week. March is Flood Awareness Week. In April, Effingham County focuses on hazardous materials and makes information regarding hazardous materials available on the County website. June focuses on hurricane safety and preparedness. Outreach is conducted in neighborhoods, schools, civic groups, and businesses. Literature regarding hurricanes is made available at the Effingham County administrative building and public speaking engagements are conducted. Hurricane information is also added to the website. September is National Preparedness Month. In September, preparedness discussions are presented to elementary schools. These monthly educational efforts implement mitigation activities related to public information and outreach and will be an effective way to implement additional outreach activities in the future.

6.8.5 StormReady Certification

Effingham County is a Storm Ready Community as designated by the National Weather Service, NOAA.

To be officially StormReady, a community must:

- Establish a 24-hour warning point and emergency operations center.
- Have more than one way to receive severe weather warnings and forecasts and to alert the public.
- Create a system that monitors local weather conditions.
- Promote the importance of public readiness through community seminars.
- Develop a formal hazardous weather plan, which includes training severe weather spotters and holding emergency exercises.

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6.9 National Flood Insurance Program Compliance

Unincorporated Effingham County and the Cities of Guyton, Rincon, and Springfield all participate in the National Flood Insurance Program (NFIP), as well as adhere to the Georgia State Minimum Standard Codes (Uniform Codes Act) and the International Building Code. The minimum standards established by these codes provides reasonable protection to persons and property within structures that comply with the regulations for most natural hazards.

All entities have adopted the latest effective Flood Insurance Rate Map. The effective date of the current FIRM is March 16, 2015. Each community has both digital and hard copy FIRMs.

All entities implement and enforce their Flood Damage Prevention Ordinance to regulate and permit development within Special Flood Hazard Areas. These Ordinances have been approved by FEMA as meeting, or sometimes exceeding, the minimum requirements set by the National Flood Insurance Program. All entities included in this plan implement a one-foot freeboard requirement. This means that all new and substantially improved construction must be built so that the lowest habitable floor is elevated one foot higher than the FEMA-determined base flood elevation. Adding additional footage to the freeboard requirement is a mitigation strategy that should be considered in the future by all entities. Additionally, all entities prohibit the construction of critical facilities within the Special Flood Hazard Area, and all entities enforce a cumulative five-year period for substantial damage/substantial improvement. Each community will follow FEMA's guidance for damage assessment and substantial damage assessment following a hazard event in the area.

Effingham County participates in the Community Rating System program. The CRS program is a voluntary program that incentivizes communities to exceed the minimum requirements of the NFIP by providing citizens of that community with a discount on their flood insurance premiums. The more a community exceeds minimum standards, the larger the discount that citizens will receive. Effingham County is currently a Class 7 (out of 10). The County hopes to improve their rating to a Class 5 or 6 over the next few years. Guyton, Rincon, and Springfield do not participate in the Community Rating System program.

6.10 Existing Capabilities

Since Effingham County's previous HMP was approved in 2017, the County and Cities were able to complete 11 of the actions that were listed in the plan. These actions are now considered to be existing

capabilities that are protecting the jurisdictions from impacts of hazards. These existing capabilities are listed in Table 6-3 below.

Table 6-3: Completed Mitigation Actions from 2017 Hazard Mitigation Plan

Action	2023 Status (New, Deferred, Ongoing, Completed, Deleted)
Retrofit police stations to become hazard resistant.	Completed
Encourage protection of critical facilities and infrastructure from lightning damage with the following measures: Installing lightning protection devices and methods, such as lightning rods and grounding, on communications infrastructure and other critical facilities. Installing and maintaining surge protection on critical electronic equipment	Completed
Install and maintain surge protection on critical electronic equipment	Completed
Conduct outreach activities to increase public awareness of hail dangers, including: Mailing safety brochures with monthly water bills	Completed
Encourage the construction and use of safe rooms in homes and shelter areas of manufactured home parks, fairgrounds, shopping malls, and other vulnerable public structures	Completed
Retrofit police stations to become hazard resistant.	Completed (for county)
As roads are upgraded, widen to minimum standards with at least 50-foot radius cul-de-sacs or turnarounds	Completed
See that adequate lengths of culverts are installed and adequate vertical and horizontal clearance is available to allow emergency vehicle access	Completed
Require and maintain safe access for fire apparatus to wildland-urban interface neighborhoods and properties on new development	Complete
Review building and zoning requirements and add, if necessary, regulations for a vegetative buffer to separate the urban interface	Completed
Publicize a user-friendly, and publicly accessible repository for inquirers to obtain Flood Insurance Rate Maps	Completed

7.0 MITIGATION STRATEGY



What information will I find in this chapter?

Chapter Seven identifies and analyzes a comprehensive range of specific mitigation actions and project for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure. The action plan describes how the actions are prioritized, implemented and administered by each jurisdiction. (Requirements 44 CFR § 201.6(c)(3)(ii) and (iv))

Table 7-1: Chapter 7 Summary of Changes

Chapter 7 Sections	Updates to Section
2017 Effingham County Goals and Objectives	No modifications
Updated 2023 Goals and Objectives	New to 2023 HMP
Status of 2017 Mitigation Actions	Updated to reflect current status as of 2023
Mitigation Action and Adaptation Strategy for 2023-2028	Updated to reflect new mitigation actions
Mitigation Action Spreadsheet Description	New to 2023 HMP
Prioritized Action Details	New to 2023 HMP

The planning committee reviewed and updated the goals listed in the 2017 Hazard Mitigation Plan. The goals were restructured for the updated 2023 plan to accurately represent the current hazard mitigation efforts in Effingham County. The plan includes goals and objectives that focus on protecting community assets, including natural resources, local economy, personal well-being, and cultural facilities from the risk of hazards.



Figure 7-1: Updated 2023 Goals

7.1 2017 Effingham County Goals and Objectives

1. Reduce damage caused by severe weather in Effingham County.

- 1.1. Protect Effingham residents from high winds caused by severe storms, thunderstorms, and hurricanes.
- 1.2. Minimize losses to existing and future structures, especially critical facilities, from wind damage.
- 1.3. Minimize losses to existing and future structures, especially critical facilities, from lightning damage.
- 1.4. Protect Effingham residents from hail events during severe weather.

2. Minimize the damage caused by tornadoes in Effingham County.

- 2.1. Protect life, health, and property of residents from force of tornadoes.

- 2.2. Minimize losses to existing and future structures, especially critical facilities, from tornado damage.

3. Prevent damage caused by wildfire in Effingham County.

- 3.1. Minimize losses to existing and future structures. Especially critical facilities, from threat of wildfire.
- 3.2. Reduce threat of wildfire occurrence during periods of drought.
- 3.3. Improve education and outreach efforts regarding potential impacts from fires, as well as specific mitigation measures that can be undertaken.
- 3.4. Increase fire prevention measures during periods of drought.
- 3.5. Increase water protection measures during periods of drought.

4. Minimize impact of hurricanes in Effingham County.

- 4.1. Minimize losses to existing and future structures, especially critical facilities, due to impact of hurricanes.

5. Reduce flood damage in Effingham County.

- 5.1. Minimize losses to existing and future structures, especially critical facilities, from flooding caused by heavy rainfall of storms and hurricanes.
- 5.2. Minimize losses to existing and future structures, especially critical facilities, in low-lying areas of the county due to flooding.
- 5.3. Minimize losses to existing and future structures, especially critical facilities, from flooding caused by dam failure.

6. Protect health and safety of residents in Effingham County.

- 6.1. Minimize the effects of hazardous materials spills.
- 6.2. Minimize the threat of contamination from radiological hazards.
- 6.3. Protect human life, health, and property of residents from contaminants in the waterways.
- 6.4. Minimize the loss of wildlife due to consumption of contaminated waters.

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7.2 Updated 2023 Goals and Objectives

During their third meeting, the planning committee reviewed the goals and objectives alongside the associated actions from the 2017 HMP. The committee made the collective decision to broaden the goals to encompass all hazards, rather than focusing on one hazard per goal. The committee found that by creating this new set of goals and objectives, they could more easily categorize actions by type, rather than just associated hazard. The planning committee developed and approved the updated goals and objectives listed below.

1. Minimize loss of life and property from impacts of hazards.

- 1.1. Retrofit or otherwise protect critical facilities, community assets, and infrastructure.
- 1.2. Regulate development in known hazard areas.
- 1.3. Protect natural and environmentally beneficial resources.

2. Improve education and outreach efforts to protect community assets and critical facilities from hazards.

- 2.1. Expand outreach methods to reach more audiences.
- 2.2. Increase hazard mitigation training, knowledge, and resources for County and City staff.

2.3. Encourage preparedness for hazard mitigation at the individual level.

3. Increase coordination and capabilities to plan and implement projects to minimize loss from hazards.

- 3.1. Promote inclusion of climate change data and resiliency practices in planning and design.
- 3.2. Utilize technology to improve capabilities.
- 3.3. Increase interdepartmental coordination.

4. Improve data collection, dissemination, and redundancy to reduce impacts from hazards.

- 4.1. Increase redundancy of critical systems and services.
- 4.2. Encourage data and resource sharing across the County and adjacent municipalities.

7.3 Status of 2017 Mitigation Actions

Hazard mitigation seeks to reduce impacts from natural and non-natural hazards through planning, policy, education, infrastructure, and more. This section of Effingham County's hazard mitigation plan outlines strategies to prevent or minimize the loss of life, property damage, and economic disruption caused by these events.

This updated hazard mitigation plan includes incomplete HMP mitigation actions from the 2017 HMP, actions from existing, relevant plans, and actions developed by the planning committee during this planning process. There are many different types of hazard mitigation projects, and Effingham County chose to simplify it by categorizing their mitigation actions into six categories that encompasses the general action themes from all of these sources. The planning committee utilized the following six categories, created according to FEMA's Local Multi-Hazard Mitigation Planning Guidance:

1. Natural Resource Protection: Actions that can both minimize hazard losses as well as preserve and/or restore the functions of natural resource systems.
2. Emergency Management: Actions that will protect emergency services and response before, during, and after a hazard event.
3. Stormwater Management & Retention: Actions that proactively reduce stormwater flooding. These including both green and grey infrastructure solutions.
4. Sustainable Development: Actions that promote growth while utilizing resources more carefully.
5. Education & Outreach: Actions that inform and educate residents, community members, elected officials, and property owners about the risks of hazard and ways to mitigate them.
6. Cooperation Among Municipalities

7.3.1 Progress on Prior Actions

The planning committee met during multiple meeting to review the mitigation actions in the 2017 HMP, and to discuss what progress has been made towards implementation. The committee determined that 11 of the 89 total actions have been completed. Table 7-2 lists all completed mitigation actions from the 2017 HMP.

Table 7-2: Prior Actions - Completed

Goal	Objective	Action	Status as of 2023
Reduce Damage Caused by Severe Weather in Effingham County	Minimize losses to existing and future structures, especially critical facilities, from wind damage.	Retrofit Police Station to become hazard resistant.	Completed
	Minimize losses to existing and future structures, especially critical facilities, from lightning damage. Minimize losses to existing and future structures, especially critical facilities, from lightning damage.	Encourage protection of critical facilities and infrastructure from lightning damage with the following measures: Installing lightning protection devices and methods, such as lightning rods and grounding, on communications infrastructure and other critical facilities. Installing and maintaining surge protection on critical electronic equipment.	Completed
		Install and maintain surge protection on critical electronic equipment.	Completed
	Protect Effingham residents from hail events during severe weather.	Conduct outreach activities to increase public awareness of hail dangers, including mailing safety brochures with monthly water bills.	Completed
Minimize the Damage Caused by Tornadoes in Effingham County	Protect life, health, and property of residents from force of tornadoes.	Encourage the construction and use of safe rooms in homes and shelter areas of manufactured home parks, fairgrounds, shopping malls, and other vulnerable public structures.	Completed
	Minimize losses to existing and future structures, especially critical facilities,	Retrofit police stations to become hazard resistant.	Completed

Goal	Objective	Action	Status as of 2023
	from tornado damage.		
Prevent damage caused by wildfire in Effingham County	Minimize losses to existing and future structures, especially critical facilities, from threat of wildfire.	As roads are upgraded, widen to minimum standards with at least 50-foot radius cul-de-sacs or turnarounds.	Completed
		See that adequate lengths of culverts are installed and adequate vertical and horizontal clearance is available to allow emergency vehicle access.	Completed
		Require and maintain safe access for fire apparatus to wildland-urban interface neighborhoods and properties on new development.	Completed
		Review building and zoning requirements and add, if necessary, regulations for a vegetative buffer to separate the urban interface.	Completed
Reduce Flood Damage in Effingham County	Minimize losses to existing and future structures, especially critical facilities, in low-lying areas of the county due to flooding.	Publicize a user-friendly, publicly accessible repository for inquirers to obtain Flood Insurance Rate Maps.	Completed

The planning committee determined that seven actions should not be carried forward into the updated plan. and table 7-3 lists all actions that will not be carried forward and the reasoning for removing them.

Table 7-3: Prior Actions – Removed

Goal	Objective	Action	Reason for Removing
Prevent Damage Caused by Wildfire in Effingham County	Minimize losses to existing and future structures, especially critical facilities, from threat of wildfire.	Install hydrants where county water lines cross roads.	No longer applicable.
	Increase fire protection measures during periods of drought.	Develop a drought emergency plan.	State of Georgia (GA EPD) jurisdiction
Prevent damage caused by wildfire in Effingham County	Minimize losses to existing and future structures, especially critical facilities from threat of wildfire.	Review Subdivision and Development ordinances for public safety concerns.	No longer applicable.
		Become a Firewise Community.	Not applicable due to state of Georgia responsibility (Forestry Commission).
Reduce Flood Damage in Effingham County	Minimize losses to existing and future structures, especially critical facilities, from flooding caused by dam failure.	Develop a dam failure study and emergency action plan.	There are no HHPD or Category I dams in Effingham County.
		Implement an inspection, maintenance, and enforcement program to help ensure continued structural integrity of dams and levees.	This action follows state guidance and is not within the County's jurisdiction.
Protect Health and Safety of residents in Effingham County	Minimize the threat of contamination from radiological hazards.	Seek funding to provide radiation detection devices to emergency responders.	No longer applicable.
	Protect human life, health, and property of residents from contaminants in the waterways.	Seek funding to remove vegetative obstructions from the rivers within Effingham County.	State of Georgia (GA DNR) jurisdiction
	Protect human life, health, and property of residents from contaminants in the waterways.	Seek funding to dredge portions of the river to increase water flow.	State of Georgia (GA DNR) jurisdiction.

7.4 Mitigation Action and Adaptation Strategy for 2023-2028

E2-a

The Planning Committee developed an updated mitigation action and adaptation strategy for the 2023 HMP. The updated strategy for Unincorporated Effingham County includes 48 action carried over from the 2017 plan, and 37 new actions that were developed over the course of the planning project. The strategies were revised and updated through a multi-faceted approach, including the following:

- Input from stakeholders and the community; more detail about this is available in Chapter 2.
- The goals and objectives endorsed by the Mitigation Planning Committee; more detail about this is available in Chapter 7.
- A hazard and climate change risk and vulnerability assessment; more detail about this is available in Chapter 3.
- The existing mitigation measures and the capacity to mitigate and respond to hazard events; more detail is available in Chapter 6.
- The progress of actions from the 2017 HMP; more detail about this is available in Chapter 7.
- Actions included in related Effingham County plans and reports; more detail about this is available in Chapter 6.

It is important to remember that while developing ways to improve a community's ability to respond to and mitigate hazards is vital to maintaining the safety and protection of the community, it is equally as imperative that continuation and improvement of existing initiatives is ongoing. Chapter 6 includes an extensive list of existing mitigation measures and capabilities in the County and/or Cities. Chapter 6 also includes any updates that are occurring or planned to occur to improve the existing capabilities for the community.

The actions in Chapter 7 include both specific projects and broader results to be achieved by implementing a project. The level of specificity differs based on the input received and the currently available data associated with the mitigation action. In some cases, actions are broader because the specific steps to accomplish the result may not yet be determined. These actions will all be tracked and updated during the quarterly plan maintenance and review, discussed in greater detail in Chapter 8.

C5-a

A prioritization designation of high, medium, or low priority was assigned to each mitigation measure. The designation was based on a cumulative rating from the ten categories listed below:

Table 7-4: Prioritization Scoring Factors

Category	Values	Rating Scores
Life Safety	Will this action protect lives and prevent injury?	1 – no/not applicable 2 – somewhat 3 – yes
Property Protection	Will this action eliminate or reduce damage to structures and infrastructure?	1 – no/not applicable 2 – somewhat 3 – yes

Category	Values	Rating Scores
Social	Will the action have a positive impact on the community and vulnerable populations?	1 – no/not applicable 2 – somewhat 3 – yes
Technical	Is the mitigation action technically feasible?	1 – no/not applicable 2 – somewhat 3 – yes
Political	Does the public support the mitigation action?	1 – no/not applicable 2 – somewhat 3 – yes
Legal	Does the County/City(s) have the authority to implement this action?	1 – no/not applicable 2 – somewhat 3 – yes
Economic	Is there funding available?	1 – no/not applicable 2 – somewhat 3 – yes
Environmental	Will the action protect and preserve Effingham County's natural resources?	1 – no/not applicable 2 – somewhat 3 – yes
Administrative	Does the County/City(s) have the capabilities to implement and maintain the action?	1 – no/not applicable 2 – somewhat 3 – yes
Local Champion	Is there a strong advocate for the project?	1 – no/not applicable 2 – somewhat 3 – yes

Each mitigation measure received a score of 1-3 based upon how well it conformed to each goal. A rating of 1 meant that it did not conform to the goal, a rating of 2 meant that it somewhat conformed to the goal, and a rating of 3 meant that it fully aligned with the goal. The total score informed the mitigation strategy, and the prioritization designation was chosen based upon the combined score for each action:

Table 7-5: Prioritization Designation

Prioritization Designation		
Low (L) 10-15	Medium (M) 16-25	High (H) 26-30

A summary of priority actions is available in Table 7-6 and additional detail can by jurisdiction can be found in Section 7.6. Each action has been assigned an identification number (ID).

Community Rating System Categories			
ES	Emergency Services	SP	Structural Projects
PA	Preventative Actions	PI	Public Information
PP	Property Protection	NB	Natural and Beneficial Functions of Floodplains

Each action is prioritized by the relevant jurisdiction(s), and the jurisdiction name is abbreviated in the “Priority” column:

- **E:** Unincorporated Effingham County
- **S:** Springfield
- **R:** Rincon
- **G:** Guyton

Table 7-6: Summary of Hazard Mitigation and Climate Adaptation Actions

ID	Action	Jurisdiction	Associated Hazards	Priority
ES-1	Reduce or strictly enforce hazardous fuel storage.	Effingham County, Guyton, Rincon	Hazardous material spill	E: High R: High G: High
ES-2	Set and enforce standards for hydrants in subdivisions and developments.	Effingham County, Springfield, Guyton, Rincon	Wildfires	E: High S: High R: High G: High
ES-3	Review all hazardous material transportation routes annually (relocate routes if necessary).	Effingham County, Springfield, Guyton, Rincon	Hazardous material spill	E: High S: High R: High G: High
ES-4	Ensure that city/county emergency responders have adequate equipment and training for hazmat incidents.	Effingham County, Springfield, Guyton, Rincon	Hazardous material spill	E: High S: High R: High G: High
ES-5	Seek state and federal grants to update fire equipment, including wildland hand tools,	Effingham County, Springfield, Guyton, Rincon	Wildfires	E: High S: High R: High

ID	Action	Jurisdiction	Associated Hazards	Priority
	lightweight wildland PPE gear, and brush trucks as well as other equipment.			G: Medium
ES-6	Participate with regional HazMat team.	Effingham County, Springfield, Guyton, Rincon	Hazardous material spill	E: High S: High R: High G: Medium
NB-1	Consider the use of buffer zones to protect the integrity of the floodplain.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: Medium R: High G: High
NB-2	Apply minimum buffer standards for river corridors.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: Medium R: High G: High
NB-3	Consider low impact development strategies to support the natural functions of floodplains to protect rivers, streams, and ponds.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: Medium R: Medium G: High
NB-4	Adopt DCA criteria for wetland protection	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: Medium S: Medium R: Medium G: Medium
NB-5	Work with the EPA and GA EPD to classify the Ogeechee River as a Scenic River	Effingham County, Guyton	Inland flooding	E: Medium G: Medium
PA-1	Coordinate Hazmat planning with new turpentine facility and other industrial facilities.	Effingham County, Springfield, Guyton, Rincon	Hazardous material spill	E: High S: High R: High G: High
PA-2	Procure funding for backup systems for continued operations during weather events (generators, bypass pumps, redundancy, etc.).	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-3	Seek training and updates on current policies and procedures regarding safety readiness.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High

ID	Action	Jurisdiction	Associated Hazards	Priority
PA-5	Conduct quarterly HMP Planning Committee Meetings and encourage attendance to keep the plan current.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-6	Provide basic level of training for all staff to be prepared to share responsibilities in emergency situations.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-7	Maintain a code enforcement division.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-8	Proper naming and numbering of streets and addresses is critical to public safety and also promotes better service delivery. The county and cities should work together to develop a well-coordinated system for coordination of street names, subdivision names, and mapping efforts between the cities and the county.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-9	Continue to participate in the National Flood Insurance Program to protect existing and new developments, to ensure new buildings and infrastructure are not in harm's way, and to ensure continued compliance with NFIP requirements.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: High R: High G: High
PA-10	Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS) requirements; Cities: Meet requirements to become a CRS community.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: High R: High G: Medium
PA-11	Draft plan for county-wide drainage network and improvement program	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: High R: High G: High
PA-12	Develop drainage and stormwater management program to increase retention, treatment, and quality of stormwater. Utilize natural solutions such as tree planting and stream restoration.	Effingham County	Multi-hazard	E: High

ID	Action	Jurisdiction	Associated Hazards	Priority
PA-13	Create a speakers' bureau for disaster-related topics that focus on mitigation and preparedness measures – do a pre-hurricane meeting.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-14	Conduct periodic exercises to evaluate support function responsibilities.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-15	Adopt a tree preservation ordinance and require tree planting where development occurs.	Effingham County	Multi-hazard	E: High
PA-16	Expand and improve greenspace, set aside greenspace when development occurs.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-17	Review development standards and ordinances to ensure that low impact and sustainable development approaches are encouraged to reduce flooding potential and maintain community character.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: Medium R: High G: High
PA-18	Improve existing parks.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-19	Develop a critical facility maintenance and protection plan.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-20	Improve coordination and integration of County, municipal, private-sector, and nongovernmental organization partners	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-21	Adopt uniform addressing ordinance for existing buildings and road names.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-22	Encourage a review of the Comprehensive Plan by county and city officials and promote public	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High

ID	Action	Jurisdiction	Associated Hazards	Priority
	awareness of and connectivity to the hazard mitigation plan.			G: Medium
PA-23	Conduct regular meetings with all water and sewer providers at once (EOM, county and cities). Include discussions about storm response at these meetings.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PA-24	Explore adopting a conservation subdivision ordinance to promote or require the preservation of open space.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: Medium
PA-25	Assess the opportunity and effectiveness of updating development standards to require the placement of permanent marking of easements for underground utilities.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: Medium
PA-26	Develop agreements for secondary water sources that may be used during drought conditions.	Effingham County	Drought	E: High
PA-27	Pursue smart growth initiatives.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: Medium R: High G: Medium
PA-28	Steer growth toward existing infrastructure.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: Medium R: High G: High
PA-29	Become a Firewise Community.	Guyton, Rincon	Wildfires	R: High G: Medium
PA-30	Maintain communities' awareness of water withdrawal needs and permitting to protect the aquifer.	Effingham County, Springfield, Guyton, Rincon	Drought	E: High S: Medium R: High G: Medium
PA-31	Identify water resources through mapping the significant natural and environmental resources that exist along the river corridor and that may require additional protections from the impacts of development.	Effingham County	Multi-hazard	E: High

ID	Action	Jurisdiction	Associated Hazards	Priority
PA-32	Acquire easements to allow for necessary maintenance.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: Medium R: Medium G: Medium
PA-33	Follow state recommendations for drought related actions.	Effingham County, Springfield, Guyton, Rincon	Drought	E: High S: High R: Medium G: High
PA-34	Look for opportunity to acquire undeveloped land to create greenspaces and increase connectivity of green spaces.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: Medium G: Medium
PA-35	Promote Community Clean-Up Days (cut, prune, mow vegetation in shared community spaces).	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: Medium G: Medium
PA-36	Pursue Community Development Block Grants (CDBG) and other grants to extend water, sewer and reuse services, and wastewater treatment.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: Medium S: Medium R: Medium G: High
PA-37	Maintain Capital Improvement Plan for water and sewer services	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: Medium R: Medium G: Medium
PA-38	Explore joint parks project with County and Springfield.	Effingham County, Springfield	Multi-hazard	E: High S: Medium
PA-39	Encourage the use of green infrastructure stormwater practices such as bioswales, porous pavements, rain gardens, wetland buffers and other practices that leave existing natural features and ecosystems undisturbed.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: Medium R: Low G: High
PA-40	Consider the local adoption of the Coastal Stormwater Supplement to the Georgia Stormwater Manual to promote green infrastructure practices for flood reduction and resiliency.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: Medium S: Medium R: Medium G: Medium
PA-41	Encourage preservation of property through the CUVA program.	Effingham County	Multi-hazard	E: High

ID	Action	Jurisdiction	Associated Hazards	Priority
PA-42	Consider strategies to disincentivize development in special flood hazard areas.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: Medium S: Medium R: Medium G: Medium
PA-43	Implement Emergency Public Warning System.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PP-1	Examine existing codes and ordinances for fire safety: Amend codes and ordinances to provide better driveway access, increased visibility of house numbers, properly stored firewood, minimum defensible space brush clearance, required Class A roofing materials and skirting around raised structures, planned maintenance of community lots.	Effingham County, Springfield, Guyton, Rincon	Wildfires	E: High S: High R: High G: High
PP-2	Encourage homeowners to install backflow valves to prevent reverse-flow flood damages.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: High R: Medium G: High
PP-3	Provide assistance to citizens and businesses on potential mitigation actions to protect property in flood prone areas.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: Medium G: Medium
PP-4	Encourage subdivision requirements to place all utility lines underground.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PI-1	Expand and increase social media videos and outreach	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
PI-2	Provide hazard information and outreach materials to DFCS office/Health Dept, school registration offices, schools for open house events, real estate agents, chamber of commerce, local churches, childcare centers, and utility notification letters to provide to the community.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High

ID	Action	Jurisdiction	Associated Hazards	Priority
PI-3	Inform residents and businesses about individual and family emergency preparedness.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: Medium
PI-4	Organize an All-hazards community expo.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: Medium G: Medium
PI-5	Organize informational presentations at group or club meetings.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: Medium G: High
PI-6	Increase public awareness of Public Address System and procedures to follow if a hazardous material spill event occurs by posting on social media, the EEMA website, and providing bulletins to local churches and schools.	Effingham County	Hazardous material spill	E: High
PI-7	Increase public awareness of wetland and flood zone sensitivity, and increase public awareness of hazards of buying or developing in a flood zone.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: High R: Medium G: High
PI-8	Increase public awareness of water conservation issues by publishing articles in the local newspaper and providing bulletins to local schools.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: Medium R: High G: Medium
PI-9	Develop and distribute informational packets about wildland urban interface to increase public awareness of wildland fire interface issues.	Effingham County, Rincon	Wildfires	E: High R: High
PI-10	Educate citizens about GIS hazard mapping online services.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: Medium S: High R: High G: Medium
PI-11	Educate the public on the value of water re-use for irrigation and implement strategies to reuse water county-wide.	Effingham County, Springfield, Guyton, Rincon		E: High S: Medium R: High G: Medium

ID	Action	Jurisdiction	Associated Hazards	Priority
PI-12	Education and outreach for citizens regarding mitigation actions on their private property.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: 28 S: 29 R: 20 G: 19
PI-13	Increase public awareness of the different scenic river classifications and impacts of each category.	Springfield	Multi-hazard	S: Medium
SP-1	Expand roadway system and improve local road network.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
SP-2	Implement road and drainage improvement program. Improvement may include installation, re-routing, or increasing the capacity of a storm drainage system.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: High S: High R: High G: High
SP-3	Floodproof existing wastewater treatment plants, pump stations, and lift stations located in flood hazard areas; raise electrical components above base flood elevation.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: Medium R: High G: High
SP-4	Complete lift station pump upgrades.	Effingham County, Springfield, Guyton, Rincon	Inland flooding	E: High S: High R: High G: High
SP-5	Improve infrastructure along routes used for transportation of Hazardous Materials i.e., highways and railroad crossings.	Effingham County, Springfield, Guyton, Rincon	Hazardous material spill	E: High S: High R: High G: High
SP-6	Install back-up generators for pumping and lift stations in sanitary sewer systems along with other measures (e.g., alarms, flood telemetry meters, remote controls, and switchgear upgrades).	Effingham County, Guyton	Multi-hazard	E: High G: Medium
SP-7	Update water and sewer infrastructure to accommodate growth.	Effingham County, Springfield, Guyton, Rincon	Multi-hazard	E: 27 S: 23 R: 29 G: 27
SP-8	Seek grants to move existing utility lines and fiber optic lines underground.	Effingham County, Guyton	Multi-hazard	E: High G: High

7.5 Mitigation Action Spreadsheet Description

Mitigation Action spreadsheets were made for all actions for each jurisdiction. The spreadsheets can be found in Section 7.6 and include the following information:

Additional Context This category contains various information related to the mitigation actions in an effort to capture institutional knowledge that was shared during the planning process. The additional context section could include:

- work that has been previously accomplished and sets the stage for this mitigation action
- next steps for completion
- considerations related to implementation
- examples of types of projects that would move the broader action forward
- a more detailed description of the action

Category Mitigation actions were grouped based on the seven categories of the CRS.

Hazard(s) Addressed Actions may mitigate a single or multiple hazards, which will be indicated for each action. All the hazards discussed in Chapter 3 were addressed when developing the priority list, and there is at least one action associated with each hazard. If the action addresses three or more hazards, the card lists the action as a multi-hazard approach.

Jurisdiction This refers to the jurisdiction to which the mitigation action applies, or who will be carrying out that mitigation action.

Implementation Responsibility Many hazard mitigation actions and climate adaptation measures will require a multi-department or multi-municipality strategy where several city and/or county departments share responsibility. The determination is at the discretion of the governing bodies of the communities in this multi-jurisdictional plan. The designation of implementation responsibility was assigned based on general knowledge of the responsibility of each department. Additionally, some mitigation actions may require cooperation with outside entities, such as State of Georgia agencies or private entities. In those cases, the relevant entities are included in addition to the city or county department. When multiple agencies are listed, the lead agencies will appear in **bold**.

Mitigating natural hazards is not strictly a local issue. For example, the drainage systems that serve the county are often complex systems of storm drains, roadway infrastructure, pump stations, dams, and other facilities owned and utilized by a wide variety of agencies. The planning, construction, operation, and maintenance of these structures is integral to the hazard mitigation efforts of the communities. Effingham County and the Cities of Springfield, Rincon, and Guyton will strive to share and obtain vulnerability data in coordination with state and regional agencies with land ownership in the county. In order to implement many of the mitigation actions identified by the county and cities, parties will need to work together towards a mutually beneficial solution. Regional entities will also be key partners in implementing measures from this plan.

Status The status of an action indicates if departments have already started advancing the general objective. For examples, the design phase of a project may have been completed but has yet to be constructed and therefore would have a status of "Ongoing." Many actions from the 2017 HMP were focused on updates to existing planning mechanisms, and those that have been incorporated are

actions that have been or are being incorporated into other planning mechanisms are marked as “Complete”, or “Ongoing”.

Estimated Year of Completion This category indicates when project will be fully completed, or when an interim step will be completed as indicated in this card. In many cases, several steps or sub-actions will need to be completed to realize the full benefit of the mitigation action. The estimated year of completion is based on the complexity of the action, the overall priority, and the general assumption of funding availability. The estimated year of completion is not meant to prevent a community from actively seeking out and taking advantages of funding opportunities as they arise. Timing may also shift as priorities change with new leadership, emerging concerns, and community input. Updates regarding the timing of priorities will be documented during the annual maintenance and tracking process described in Chapter 8.

Estimated Cost Costs listed in the Mitigation Action Cards are estimated and are based on the cost of similar projects and professional estimates. Actual costs may vary based on the specific site, project, and scope of work. Cost estimates should be verified during the financial planning stage of a project.

Potential Funding Sources The County and Cities’ general funds or Capital Budgets are considered a default potential funding source unless the communities pursue additional funding. The identification of potential funding sources is preliminary and may vary depending on numerous factors. These factors include, but are not limited to, changes in grant eligibility criteria, program objectives, and funding availability. The funding sources identified are not a guarantee that a specific project will be eligible for, or receive, funding. Upon adoption of this plan, the local representatives responsible for implementation should begin to explore potential funding sources in more detail. Potential grants were assigned based on eligibility and competitiveness, but the recommendations may not be comprehensive. Please note that grant eligibility and scoring criteria should also be reviewed prior to applying. Grants may also only be a source of funding for a single stage of a project. In many cases, the actions will require a combination of funding sources. Refer to Chapter 6 for additional information on funding sources.

Action Formation The development of the mitigation actions considered input from a variety of sources. Actions were:



carried forward from the previous plan (2017 HMP)



in alignment with Effingham County Comprehensive Plan



in alignment with Effingham County Parks & Recreation Comprehensive Plan



in alignment with Effingham County Community Wildfire Protection Plan



in alignment with Effingham County EMA Public Awareness, Education, & Preparedness Program



in alignment with Effingham County Emergency Operation Plan



in alignment with Effingham County Transportation Master Plan



in alignment with Effingham County Budget Book for FY 2023



identified during a Mitigation Planning Committee meeting



identified through a survey or public meeting

Action Prioritization A prioritization designation of high, medium, or low priority was assigned to each mitigation measure. The designation was based on a cumulative rating from the ten categories listed below and described in detail in Table 7.5:

- Life Safety
- Property Protection
- Social
- Technical
- Political
- Legal
- Economic
- Environmental
- Administrative
- Local Champion

7.6 Prioritized Action Details

7.6.1 Mitigation Goals, Objectives, and Actions for 2023-2028 for Effingham County, Springfield, Guyton, and Rincon

Community Rating System Categories		
ES	Emergency Services	SP Structural Projects
PA	Preventative Actions	PI Public Information
PP	Property Protection	NB Natural and Beneficial Functions of Floodplains

2023-2028 Revised Goals	1 Minimize loss of life and property from impacts of hazards.		
2023-2028 Objectives	1.1: Retrofit or otherwise protect critical facilities, community assets, and infrastructure.	1.2: Regulate development in known hazard areas.	1.3: Protect natural and environmentally beneficial resources.
Actions	ES-1. Reduce or strictly enforce hazardous fuel storage	ES-5. Seek state and federal grants to update fire equipment, including wildland hand tools, lightweight wildland PPE gear, and brush trucks as well as other equipment	NB-2. Apply minimum buffer standards for river corridors
	ES-2. Set and enforce standards for hydrants in subdivisions and developments	ES-10. Require and maintain safe access for fire apparatus to wildland-urban interface neighborhoods and properties on new development	NB-3. Consider low impact development strategies to support the natural functions of floodplains to remediate water pollution in rivers, streams, and ponds.
	ES-3. Review all hazardous material transportation routes annually (relocate routes if necessary)	NB-1. Consider the use of buffer zones to protect the integrity of the floodplain.	NB-4. Adopt DCA criteria for wetland protection
	ES-7. Retrofit police stations to become hazard resistant.	PA-4. Review Subdivision and Development ordinances for public safety concerns	NB-5. Work with the EPA and GA EPD to classify the Ogeechee River as a Scenic River
	ES-8. As roads are upgraded, widen to minimum standards with at least 50-foot radius cul de sacs or turnarounds	PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS)	PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS)

2023-2028 Revised Goals	1 Minimize loss of life and property from impacts of hazards.		
	1.1: Retrofit or otherwise protect critical facilities, community assets, and infrastructure.	1.2: Regulate development in known hazard areas.	1.3: Protect natural and environmentally beneficial resources.
2023-2028 Objectives	ES-9. See that adequate lengths of culverts are installed, and adequate vertical and horizontal clearance is available to allow emergency vehicle access	PA-17. Review development standards and ordinances to ensure that low impact and sustainable development approaches are encouraged to reduce flooding potential and maintain community character.	PA-15. Adopt a tree preservation ordinance and require tree planting where development occurs
	PA-2. Procure funding for backup systems for continued operations during weather events (generators, bypass pumps, redundancy, etc.)	PA-39. Encourage the use of green infrastructure stormwater practices such as bioswales, porous pavements, rain gardens, wetland buffers and other practices that leave existing natural features and ecosystems undisturbed.	PA-16. Expand and improve greenspace, set aside greenspace when development occurs
	PA-9. Continue to participate in the National Flood Insurance Program to protect existing and new developments, to ensure new buildings and infrastructure are not in harm's way, and to insure continued compliance with NFIP requirements	PA-49. Encourage the construction and use of safe rooms in homes and shelter areas of manufactured home parks, fairgrounds, shopping malls, and other vulnerable public structures	PA-18. Improve existing parks
	PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS)		PA-24. Explore adopting a conservation subdivision ordinance to promote or require the preservation of open space
	PA-14. Conduct periodic exercises to evaluate support function responsibilities		PA-26. Develop agreements for secondary water sources that may be used during drought conditions
	PA-19. Develop a critical facility maintenance and protection plan		PA-30. Maintain communities' awareness of water withdrawal needs and permitting to protect the aquifer.
	PA-25. Assess the opportunity and effectiveness of updating development standards to require the placement of permanent marking of easements for underground utilities.		PA-31. Identify water supply resources through mapping the significant natural and environmental resources that exist along the river corridor and that may require additional protections from the impacts of development.
	PA-27. Pursue smart growth initiatives		PA-34. Look for opportunity to acquire undeveloped land to create greenspaces and increase connectivity of green spaces
	PA-28. Steer growth toward existing infrastructure		PA-35. Promote Community Clean-Up Days (cut, prune, mow vegetation in shared community spaces).

2023-2028 Revised Goals	1 Minimize loss of life and property from impacts of hazards.		
	1.1: Retrofit or otherwise protect critical facilities, community assets, and infrastructure.	1.2: Regulate development in known hazard areas.	1.3: Protect natural and environmentally beneficial resources.
2023-2028 Objectives	PA-32. Acquire easements to allow for necessary maintenance		PA-38. Explore joint parks projects with County and Springfield
	PA-37. Develop Capital Improvement Plan for water and sewer services		PA-40. Consider the local adoption of the Coastal Stormwater Supplement to the Georgia Stormwater Manual to promote green infrastructure practices for flood reduction and resiliency.
	PA-44. Implement an inspection, maintenance, and enforcement program to help ensure continued structural integrity of dams and levees		PA-45. Seek funding to remove vegetative obstructions from the rivers within Effingham County
	PA-47. Encourage protection of critical facilities and infrastructure from lighting damage with the following measures: Installing lightning protection devices and methods, such as lightning rods and grounding, on communications infrastructure and other critical facilities. Installing and maintaining surge protection on critical electronic equipment		PA-46. Seek funding to dredge portions of the river to increase water flow.
	PA-48. Install and maintain surge protection on critical electronic equipment		PI-11. Educate the public on the value of water re-use for irrigation and implement strategies to reuse water county-wide.
	PA-50. Review building and zoning requirements and add, if necessary, regulations for a vegetative buffer to separate the urban interface		
	PP-1. Examine existing codes and ordinances for fire safety: Amend codes and ordinances to provide better driveway access, increased visibility of house numbers, properly stored firewood, minimum defensible space brush clearance, required Class A roofing materials and skirting around raised structures, planned maintenance of community lots		
	PP-4. Encourage subdivision requirements to place all utility lines underground		
	SP-1. Expand roadway system and improve local road network		
	SP-2. Implement road and drainage improvement program. Improvement may include installation, re-routing, or increasing the capacity of a storm drainage system		

2023-2028 Revised Goals	1 Minimize loss of life and property from impacts of hazards.		
	1.1: Retrofit or otherwise protect critical facilities, community assets, and infrastructure.	1.2: Regulate development in known hazard areas.	1.3: Protect natural and environmentally beneficial resources.
2023-2028 Objectives	1.1: Retrofit or otherwise protect critical facilities, community assets, and infrastructure.		
	SP-3. Floodproof existing wastewater treatment plants, pump stations, and lift stations located in flood hazard areas; raise electrical components above base flood elevation		
	SP-4. Complete lift station pump upgrades		
	SP-5. Improve infrastructure along routes used for transportation of Hazardous Materials i.e. Highways and railroad crossings.		
	SP-6. Install back-up generators for pumping and lift stations in sanitary sewer systems along with other measures (e.g., alarms, flood telemetry meters, remote controls, and switchgear upgrades).		
	SP-7. Update water and sewer infrastructure to accommodate growth		
	SP-8. Seek grants to move existing utility lines and fiber optic lines underground		

2023-2028 Revised Goals	2 Improve education and outreach efforts to protect community assets and critical facilities from hazards.		
	2.1: Expand outreach methods to reach more audiences.	2.2: Increase hazard mitigation training, knowledge, and resources for County and City staff.	2.3 Encourage preparedness for hazard mitigation at the individual level.
2023-2028 Objectives	2.1: Expand outreach methods to reach more audiences.		
	PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS)	ES-4. Ensure that city/county emergency responders have adequate equipment and training for hazmat incidents	PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS)
Actions	PA-13. Create a speakers' bureau for disaster-related topics that focus on mitigation and preparedness measures – do a pre-hurricane meeting	ES-6. Participate with regional HazMat team	PA-41. Encourage preservation of property through the CUVa program

2023-2028 Revised Goals	<div> <div>2</div> <div>Improve education and outreach efforts to protect community assets and critical facilities from hazards.</div> </div>		
	2.1: Expand outreach methods to reach more audiences.	2.2: Increase hazard mitigation training, knowledge, and resources for County and City staff.	2.3 Encourage preparedness for hazard mitigation at the individual level.
2023-2028 Objectives	PA-22. Encourage a review of the Comprehensive Plan by county and city officials and promote public awareness of and connectivity to the hazard mitigation plan.	PA-3. Seek training and updates on current policies and procedures regarding safety readiness.	PP-2. Encourage homeowners to install backflow valves to prevent reverse-flow flood damages
	PI-1. Expand and increase social media videos and outreach	PA-6. Provide basic level of training for all staff to be better prepared to share responsibilities in emergency situations.	PI-3. Inform residents and businesses about individual and family emergency preparedness
	PI-2. Provide hazard information and outreach materials to DFCS office/Health Dept, school registration offices, schools for open house events, real estate agents, chamber of commerce, local churches, child care centers, and utility notification letters to provide to the community.	PA-7. Create a code enforcement division	PI-12. Education and outreach for citizens regarding mitigation actions on their private property
	PI-4. Organize an All-hazards community expo	PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS)	
	PI-5. Organize informational presentations at group or club meetings.	PA-52. Seek funding to provide radiation detection devices to emergency responders	
	PI-6. Increase public awareness of Public Address System and procedures to follow if a hazardous material spill event occurs by posting on social media, the EEMA website, and providing bulletins to local churches and schools.	PP-3. Provide technical assistance to citizens and businesses on potential mitigation actions to protect property in flood prone areas	
	PI-7. Increase public awareness of wetland and flood zone sensitivity, and increase public awareness of hazards of buying or developing in a flood zone		
	PI-8. Increase public awareness of water conservation issues by publishing articles in the local newspaper and providing bulletins to local schools		
	PI-9. Develop and distribute informational packets about wildland urban interface to increase public awareness of wildland fire interface issues.		
	PI-10. Educate citizens about GIS hazard mapping online services		

2023-2028 Revised Goals	<div>2</div> Improve education and outreach efforts to protect community assets and critical facilities from hazards.		
2023-2028 Objectives	2.1: Expand outreach methods to reach more audiences.	2.2: Increase hazard mitigation training, knowledge, and resources for County and City staff.	2.3 Encourage preparedness for hazard mitigation at the individual level.
	PI-13. Increase public awareness of the different scenic river classifications and impacts of each category PI-14. Conduct outreach activities to increase public awareness of hail dangers, including: Mailing safety brochures with monthly water bills PI-15. Publicize a user-friendly, publicly accessible repository for inquirers to obtain Flood Insurance Rate Maps		

2023-2028 Revised Goals	<div>3</div> Increase coordination and capabilities to plan and implement projects to minimize loss from hazards.		
2023-2028 Objectives	3.1: Promote inclusion of climate change data and resiliency practices in planning and design.	3.2: Utilize technology to improve capabilities.	3.3 Increase interdepartmental coordination.
Actions	PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS) PA-12. Develop drainage and stormwater management program to increase retention, treatment, and quality of stormwater. Utilize natural solutions such as tree planting and stream restoration. PA-17. Review development standards and ordinances to ensure that low impact and sustainable development approaches are encouraged to reduce flooding potential and maintain community character.	PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS) PA-42. Implement Emergency Public Warning System	PA-1. Coordinate Hazmat planning with new turpentine facility and other industrial facilities. PA-5. Conduct quarterly HMP Planning Committee Meetings and encourage attendance to keep the plan current. PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS) PA-11. Draft plan for county-wide drainage network and improvement program
	PA-29. PA-29. Become a Firewise Community.		

2023-2028 Revised Goals	3 Increase coordination and capabilities to plan and implement projects to minimize loss from hazards.		
2023-2028 Objectives	3.1: Promote inclusion of climate change data and resiliency practices in planning and design.	3.2: Utilize technology to improve capabilities.	3.3 Increase interdepartmental coordination.
	PA-51. Develop a drought emergency plan		PA-20. Improve coordination and integration of County, municipal, private-sector, and nongovernmental organization partners PA-21. Adopt uniform addressing ordinance for existing buildings and road names. PA-23. Conduct regular meetings with all water and sewer providers at once (EOM, county, and cities). Include discussions about storm response at these meetings. PA-43. Develop a dam failure study and emergency action plan

2023-2028 Revised Goals	4 Improve data collection, dissemination, and redundancy to reduce impacts from hazards.		
2023-2028 Objectives	4.1: Increase redundancy of critical systems and services.	4.2: Encourage data and resource sharing across the county and adjacent municipalities.	
Actions	<p>ES-11. Install hydrants where county waterlines cross roads</p> <p>PA-7. Create a code enforcement division</p> <p>PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS)</p> <p>Pursue Community Development Block Grants (CDBG) and other grants to extend water, sewer and reuse services, and wastewater treatment.</p>	<p>PA-8. Proper naming and numbering of streets and addresses is critical to public safety and also promotes better service delivery. The county and cities should work together to develop a well-coordinated system for coordination of street names, subdivision names, and mapping efforts between the cities and the county.</p> <p>PA-10. Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS)</p> <p>PA-33. Follow state recommendations for drought related actions</p>	

7.6.2 Effingham County

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Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.1	N/A	ES-1	Emergency Services	Reduce or strictly enforce hazardous fuel storage.	High	Hazardous material spill	Effingham County, Guyton, Rincon	Code Enforcement		New		2025	Staff Time	General Funds	Effingham County Community Wildfire Protection Plan
1.1		ES-2	Emergency Services	Set and enforce standards for hydrants in subdivisions and developments.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Fire Chief; Development Services		Complete		2020	Staff Time	General Funds	Effingham County Community Wildfire Protection Plan
1.1	6.1.6	ES-3	Emergency Services	Review all hazardous material transportation routes annually (relocate routes if necessary).	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing		2025	Staff Time	General Funds	2017 HMP
2.2	6.1.4	ES-4	Emergency Services	Ensure that city/county emergency responders have adequate equipment and training for hazmat incidents.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing		2023	Staff Time	General Funds	2017 HMP
1.2	3.1.5; 3.1.6	ES-5	Emergency Services	Seek state and federal grants to update fire equipment, including wildland hand tools, lightweight wildland PPE gear, and brush trucks as well as other equipment.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing; Ongoing	Ongoing		2025	\$275,000	Grant Funds, Pre- Disaster Mitigation Funds	2017 HMP
2.2	6.1.1	ES-6	Emergency Services	Participate with regional HazMat team.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing		2025	Staff Time	General Funds	2017 HMP
1.1	1.2.1; 2.2.1	ES-7	Emergency Services	Retrofit police stations to become hazard resistant.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New; New	Complete		2023	\$300,000	Grant funds, Pre- Disaster Mitigation Funds	2017 HMP

Goal/ Objective	HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.1	3.1.1	ES-8	Emergency Services	As roads are upgraded, widen to minimum standards with at least 50- foot radius cut de sacs or turnarounds.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	larger radius requirement	2023	\$100,000	General Funds; Impact Fees	2017 HMP
1.1	3.1.2	ES-9	Emergency Services	See that adequate lengths of culverts are installed and adequate vertical and horizontal clearance is available to allow emergency vehicle access.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	completed for everything going forward	2023	\$50,000	General Funds; Impact Fees	2017 HMP
1.2	3.1.4	ES-10	Emergency Services	Require and maintain safe access for fire apparatus to wildland-urban interface neighborhoods and properties on new development.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	There are some existing areas that have limited access	2023	Staff Time	General Funds	2017 HMP
1.2	5.2.1	NB-1	Natural and Beneficial Functions of Floodplains	Consider the use of buffer zones to protect the integrity of the floodplain.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing		2025	Staff Time	General Funds	2017 HMP; Effingham County Parks and Recreation Comprehensive Plan
1.3	N/A	NB-2	Natural and Beneficial Functions of Floodplains	Apply minimum buffer standards for river corridors.	Medium	Inland flooding	Effingham County, Guyton, Rincon	GIS		Ongoing		2025	Staff Time	General Funds	Effingham Comp Plan; 2017 HMP
1.3	6.4.1	NB-3	Natural and Beneficial Functions of Floodplains	Consider low impact development strategies to support the natural functions of floodplains to protect rivers, streams, and ponds.	Medium	Inland Flooding	Effingham County, Springfield, Guyton, Rincon	EOM	New	Ongoing		2026	Staff Time	General Funds	2017 HMP
1.3	5.2.3	NB-4	Natural and Beneficial Functions of Floodplains	Adopt DCA criteria for wetland protection.	Medium	Inland flooding	County, City Administration	Planning and Zoning	New	New		2023	Staff Time	General Funds	Effingham Comp Plan

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.3	6.3.5	NB-5	Natural and Beneficial Functions of Floodplains	Work with the EPA and GA EPD to classify the Ogeechee River as a Scenic River.	Medium	Multi- hazard	Guyton, Effingham County	Development Services	Deferred	Deferred		Not applicable	Staff Time	General Funds	2017 HMP
3.3	6.1.8	PA-1	Preventative Actions	Coordinate Hazmat planning with new turpentine facility and other industrial facilities.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: EMA, Fire Department	New	Ongoing		2023	Staff Time	General Funds	2017 HMP
1.1		PA-2	Preventative Actions	Procure funding for backup systems for continued operations during weather events (generators, bypass pumps, redundancy, etc.).	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	EMA; EOM; Finance		Ongoing		2026	\$300,000	General Funds	Effingham County Budget Book for FY 2023; 2017 HMP
2.2	6.2.2	PA-3	Preventative Actions	Seek training and updates on current policies and procedures regarding safety readiness.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County; Human Resources	Ongoing	Ongoing		2023	Staff Time	General Funds	2017 HMP
3.3	N/A	PA-5	Preventative Actions	Conduct quarterly HMP Planning Committee Meetings and encourage attendance to keep the plan current.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: EMA	New			2024	Staff Time	General Funds	HMP Planning Committee
2.2	6.1.2	PA-6	Preventative Actions	Provide basic level of training for all staff to be prepared to share responsibilities in emergency situations.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments (led by department heads)	Ongoing	Ongoing		2025	Staff Time	General Funds	2017 HMP; HMP Planning Committee; Effingham County Community Wildfire Protection Plan
2.2; 4.1	N/A	PA-7	Preventative Actions	Maintain a code enforcement division.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments (led by department heads)	New	Ongoing		2023	Staff Time	General Funds	Effingham Comp Plan

Goal/ Objective	HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
4.2	3.1.9	PA-8	Preventative Actions	Proper naming and numbering of streets and addresses is critical to public safety and also promotes better service delivery. The county and cities should work together to develop a well-coordinated system for coordination of street names, subdivision names, and mapping efforts between the cities and the county.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	GIS Department, Tax Assessors	New	Ongoing		2024	Staff Time	General Funds	2017 HMP
1.1	5.1.3	PA-9	Preventative Actions	Continue to participate in the National Flood Insurance Program to protect existing and new developments, to ensure new buildings and infrastructure are not in harm's way, and to insure continued compliance with NFIP requirements.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	County: Planning Department, Guyton: Town Manager, Springfield: Erin Phillips as floodplain administrator	Ongoing	Ongoing		2023	Staff Time	General Funds	2017 HMP
All	N/A	PA-10	Preventative Actions	Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS) requirements; Cities: Meet requirements to become a CRS community.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	County: Development Services (Teresa Concannon). Cities: Floodplain Administrators		New		2024	Staff Time	General Funds	HMP Planning Committee
3.3	5.1.1	PA-11	Preventative Actions	Draft plan for county-wide drainage network and improvement program.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Stormwater Master Plan underway (Pond Engineering coordinated through Angela Stanley)	Deferred	Ongoing		2024	\$100,000	Grant Funds	2017 HMP; Effingham Comp Plan; HMP Planning Committee

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
3.1	1.2.4; 5.1.4; 5.1.5; 5.1.10; 5.2.4	PA-12	Preventative Actions	Develop drainage and stormwater management program to increase retention, treatment, and quality of stormwater. Utilize natural solutions such as tree planting and stream restoration.	High	Multi-hazard	Effingham County	All departments. Guyton: admin + outside consultant	Ongoing; New; New; New; New	Ongoing		2024	\$100,000	General Funds, Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP; Effingham County Comp Plan;
2.1	4.1.3	PA-13	Preventative Actions	Create a speakers' bureau for disaster-related topics that focus on mitigation and preparedness measures – do a pre-hurricane meeting.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: Emergency management	New	Ongoing		2024	Staff Time	General Funds	2017 HMP
1.1	N/A	PA-14	Preventative Actions	Conduct periodic exercises to evaluate support function responsibilities.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA		New		2024	Staff Time	General Funds	Effingham County Emergency Operations Plan
1.3	N/A	PA-15	Preventative Actions	Adopt a tree preservation ordinance and require tree planting where development occurs.	High	Multi-hazard	Effingham County	Development Services		New		2026	Staff Time	General Funds	Effingham Comp Plan
1.3	N/A	PA-16	Preventative Actions	Expand and improve greenspace, set aside greenspace when development occurs.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services		Ongoing		2026	Staff Time	General Funds	Effingham Comp Plan; Parks and Rec Comprehensive Plan
1.2; 3.1	N/A	PA-17	Preventative Actions	Review development standards and ordinances to ensure that low impact and sustainable development approaches are encouraged to reduce flooding potential and maintain community character.	High	Multi-Hazard	Effingham County, Springfield, Guyton, Rincon	Development Services/Community Development/Planning and Zoning		Ongoing		2026	Staff Time	General Funds	Effingham Comp Plan
1.3	N/A	PA-18	Preventative Actions	Improve existing parks.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Parks and Recreation Department		New		2026	Staff Time	General Funds; SPLOST	Effingham County Budget Book for FY 2023; Effingham Parks & Rec

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.1	N/A	PA-19	Preventative Actions	Develop a critical facility maintenance and protection plan.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Facilities Maintenance		New		2026	Staff Time	General Funds	Effingham Comp Plan
3.3	N/A	PA-20	Preventative Actions	Improve coordination and integration of County, municipal, private-sector, and nongovernmental organization partners.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments	New	New		2025	Staff Time	General Funds	Effingham Comp Plan; Effingham County EMA Public Awareness, Education, and Preparedness Program
3.3	3.1.8	PA-21	Preventative Actions	Adopt uniform addressing ordinance for existing buildings and road names.	High	Multi- hazard	Effingham County, Springfield (unsure about other cities)	County, GIS Manager; Springfield: Erin Phillips	Deferred	Ongoing		2023	Staff Time	General Funds	2017 HMP: HMP Planning Committee
2.1	1.1.3	PA-22	Preventative Actions	Encourage a review of the Comprehensive Plan by county and city officials and promote public awareness of and connectivity to the hazard mitigation plan.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County: development services; Cities: community development, planning	New	Ongoing		2023	Staff Time	General Funds	2017 HMP
3.3	N/A	PA-23	Preventative Actions	Conduct regular meetings with all water and sewer providers at once (EOM, county and cities). Include discussions about storm response at these meetings.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: EOM; Public Works	New	New		2024	Staff Time	General Funds	HMP Planning Committee
1.3	N/A	PA-24	Preventative Actions	Explore adopting a conservation subdivision ordinance to promote or require the preservation of open space.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Development Services	Ongoing	Ongoing		2026	Staff Time	General Funds	Effingham Comp Plan
1.1	1.2.3	PA-25	Preventative Actions	Assess the opportunity and effectiveness of updating development standards to require the placement of permanent marking of easements for underground utilities.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County: Development Services; Cities: equivalent to Development Services	New	Ongoing		2024	Staff Time	General Funds	2017 HMP

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.3	3.5.3	PA-26	Preventative Actions	Develop agreements for secondary water sources that may be used during drought conditions.	High	Drought	Effingham County	General government, engineering?, water/wastewater after the resource is acquired	New	Ongoing		2025	Staff Time	General Funds	2017 HMP
1.1	N/A	PA-27	Preventative Actions	Pursue smart growth initiatives.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Development Services		New		2025	Staff Time	General Funds	Effingham Comp Plan
1.1	N/A	PA-28	Preventative Actions	Steer growth toward existing infrastructure.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Development Services		New		2025	Staff Time	General Funds	Effingham Comp Plan
1.3	3.5.2	PA-30	Preventative Actions	Maintain communities' awareness of water withdrawal needs and permitting to protect the aquifer.	High	Drought	Effingham County, Springfield, Guyton, Rincon	State (EPD)	New	Ongoing		2026	Staff Time	General Funds	2017 HMP
1.3	5.2.2	PA-31	Preventative Actions	Identify water resources through mapping the significant natural and environmental resources that exist along the river corridor and that may require additional protections from the impacts of development.	Medium	Multi- hazard	Effingham County	Engineering	New	Ongoing		2023	Staff Time	General Funds	2017 HMP
1.1	N/A	PA-32	Preventative Actions	Acquire easements to allow for necessary maintenance.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Engineering		New		2026	Staff Time	General Funds	HMP Planning Committee
4.2	3.4.2	PA-33	Preventative Actions	Follow state recommendations for drought related actions.	Medium	Drought	Effingham County, Springfield, Guyton, Rincon	Code Enforcement	New	Ongoing		2023	Staff Time	General Funds	2017 HMP

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.3	N/A	PA-34	Preventative Actions	Look for opportunity to acquire undeveloped land to create greenspaces and increase connectivity of green spaces.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Parks and Recreation Department; County Administration		Ongoing		2027	\$250,000	Grant Funds; General Funds	Effingham Comp Plan; Effingham County Parks and Recreation Comp Plan; Effingham County Budget Book for FY 2023
1.3	N/A	PA-35	Preventative Actions	Promote Community Clean-Up Days (cut, prune, mow vegetation in shared community spaces).	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Public Information Officer		New		2025	Staff Time	General Funds	Effingham County Community Wildfire Protection Plan
4.1	3.5.5	PA-36	Preventative Actions	Pursue Community Development Block Grants (CDBG) and other grants to extend water, sewer and reuse services, and wastewater treatment.	Medium	Multi-Hazard	Effingham County, Springfield, Guyton, Rincon	Finance	New	New		2026	\$50,000	Grant Funds, Pre-Disaster Mitigation Funds; General Funds	Effingham Comp Plan
1.1	N/A	PA-37	Preventative Actions	Maintain Capital Improvement Plan for water and sewer services.	Medium	Multi-Hazard	Effingham County, Springfield, Guyton, Rincon	EOM		New		2025	Staff Time	General Funds	Effingham Comp Plan
1.3	N/A	PA-38	Preventative Actions	Explore joint parks projects with County and Springfield.	Medium	Multi-hazard	Effingham County; Springfield	City Administration; County Administration; Parks and Recreation Department	Ongoing	Ongoing		2026	\$250,000	General Funds	Effingham County Parks and Recreation Comprehensive Plan
1.2	N/A	PA-39	Preventative Actions	Encourage the use of green infrastructure stormwater practices such as bioswales, porous pavements, rain gardens, wetland buffers and other practices that leave existing natural features and ecosystems undisturbed.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services	New	New		2026	Staff Time	General Funds	Effingham Comp Plan

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.1	N/A	PA-40	Preventative Actions	Consider the local adoption of the Coastal Stormwater Supplement to the Georgia Stormwater Manual to promote green infrastructure practices for flood reduction and resiliency.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services		New		2026	Staff Time	General Funds	Effingham Comp Plan
1.3	N/A	PA-41	Preventative Actions	Encourage preservation of property through the CUVA program	Medium	Multi-hazard	Effingham County	Tax Assessor's Office		New		2027	Staff Time	General Funds	Effingham County Parks and Recreation Comprehensive Plan
2.3	5.2.11	PA-42	Preventative Actions	Encourage all new development to elevate above the flood plain	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services	New	Ongoing		2027	Staff Time	General Funds	HMP Planning Committee
3.2	1.1.1; 2.1.1; 6.1.7	PA-43	Preventative Actions	Implement Emergency Public Warning System.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred; Ongoing; Deferred	Ongoing	Deferred	2023	\$50,000	Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP

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1.1	1.3.1	PA-48	Preventative Actions	Encourage protection of critical facilities and infrastructure from lightning damage with the following measures: Installing lightning protection devices and methods, such as lightning rods and grounding, on communications infrastructure and other critical facilities. Installing and maintaining surge protection on critical electronic equipment.	High	Severe Weather	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	increased grounding at tower sites, equipment all has lightning protection installed and surge protection (county side)	2023	Staff time, varies	Grant funds, Pre-Disaster Mitigation Funds	2017 HMP
1.2	2.1.3	PA-50	Preventative Actions	Encourage the construction and use of safe rooms in homes and shelter areas of manufactured home parks, fairgrounds, shopping malls, and other vulnerable public structures.	High	Tornado	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	this is required in mobile home ordinances (since 3 years ago)	2023	Staff Time	General Funds	2017 HMP
1.1	3.1.11	PA-51	Preventative Actions	Review building and zoning requirements and add, if necessary, regulations for a vegetative buffer to separate the urban interface.	Medium	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	setbacks, buffers etc.	2023	Staff Time	General Funds	2017 HMP
1.1	N/A	PP-1	Property Protection	Examine existing codes and ordinances for fire safety: Amend codes and ordinances to provide better driveway access, increased visibility of house numbers, property stored firewood, minimum defensible space brush clearance, required Class A roofing materials and skirting around raised structures, planned maintenance of community lots.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department		Ongoing		2025	Staff Time	General Funds	Effingham County Community Wildfire Protection Plan

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2.3	5.1.6	PP-2	Property Protection	Encourage homeowners to install backflow valves to prevent reverse-flow flood damages.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Ongoing		2027	Staff Time	General Funds	2017 HMP
2.2	5.2.11	PP-3	Property Protection	Provide assistance to citizens and businesses on potential mitigation actions to protect property in flood prone areas.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Development Services	New	Ongoing		2025	Staff Time	General Funds	2017 HMP
1.1	1.2.5; 4.1.1	PP-4	Property Protection	Encourage subdivision requirements to place all utility lines underground.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Development Services	Ongoing; Ongoing	Ongoing		2026	Staff Time	General Funds	2017 HMP
2.1	N/A	PI-1	Public Information and Education	Expand and increase social media videos and outreach.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County EMA + public information coordinator		New		2023	Staff Time	General Funds	HMP Planning Committee
2.1	3.3.6	PI-2	Public Information and Education	Provide hazard information and outreach materials to DFCS office/Health Dept, school registration offices, events, real estate agents, chamber of commerce, local churches, child care centers, and utility notification letters to provide to the community.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	EMA	New	New		2023	Staff Time	General Funds	HMP Planning Committee; Effingham Comp Plan; Effingham County EMA Public Awareness, Education, and Preparedness Program
2.3	2.1.2; 2.1.4	PI-3	Public Information and Education	Inform residents and businesses about individual and family emergency preparedness.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County Emergency Management	Deferred; New	Ongoing		2023	Staff Time	General Funds	2017 HMP; Effingham County EMA Public Awareness, Education, and Preparedness Program

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2.1	1.1.2, 2.1.5, 4.1.2	PI-4	Public Information and Education	Organize an All-hazards community expo.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	EMA, Development Services, Emergency Services, Public Information	New; New; New	New		2024	Staff Time, \$6,000	General Funds, FEMA Grant Funds	HMP Planning Committee
2.1	N/A	PI-5	Public Information and Education	Organize informational presentations at group or club meetings.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	EMA		New		2023	Staff Time	General Funds	HMP Planning Committee
2.1	6.1.3; 6.1.7	PI-6	Public Information and Education	Increase public awareness of Public Address Notification System and procedures to follow if a hazardous condition occurs by posting on social media, and the EEMA website.	High	Multi- Hazard	Effingham County	County, Emergency Management	Ongoing; Deferred	Ongoing		2023	Staff Time, \$5,000	General Funds	2017 HMP
2.1	5.2.7	PI-7	Public Information and Education	Increase public awareness of wetland and flood zone sensitivity, and increase public awareness of hazards of buying or developing in a flood zone.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Planning and Zoning	New	New		2024	Staff Time	General Funds	Effingham Comp Plan
2.1	3.5.4	PI-8	Public Information and Education	Increase public awareness of water conservation issues by publishing articles and on social media.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	Deferred	Ongoing		2024	Staff Time	General Funds	2017 HMP
2.1	3.3.1, 3.3.2, 3.3.5	PI-9	Public Information and Education	Develop and distribute information about wildland urban interface to increase public awareness of wildland fire interface issues via social media.	High	Wildfires	Effingham County, Rincon	County, Fire Department; Rincon; Fire Department; GA Forestry Commission	Ongoing; Ongoing; New	Ongoing		2023	Staff Time	General Funds	2017 HMP
2.1	5.2.6	PI-10	Public Information and Education	Educate citizens about GIS hazard mapping online services.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County GIS Director	Ongoing	Ongoing		2024	Staff Time	General Funds	2017 HMP

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1.3	3.5.1	PI-11	Public Information and Education	Educate the public on the value of water re-use for irrigation and implement strategies to reuse water county-wide.	Medium		Effingham County, Springfield, Rincon	Public Information Officer	New	Ongoing		2024	Staff Time	General Funds	2017 HMP
2.3	N/A	PI-12	Public Information and Education	Education and outreach for citizens regarding mitigation actions on their private property.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	All: EMA, County: Development Services. Cities: equivalent to Development Services		New		2025	Staff Time	General Funds	Effingham County Community Wildfire Protection Plan
2.1	1.4.1	PI-14	Public Information and Education	Conduct outreach activities to increase public awareness of hail dangers via social media.	High	Severe Weather	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Complete	They do social media posts instead of mailings now; EMA Facebook pages puts this information out	2023	Staff Time	General Funds	2017 HMP
2.1	5.2.8	PI-15	Public Information and Education	Publicize a user-friendly, publicly accessible repository for inquirers to obtain Flood Insurance Rate Maps.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County GIS Director	New	Complete	DNR hosts a map that can be publicized on County website; digital and hard copies available in office.	2023	Staff Time	General Funds	2017 HMP
1.1	N/A	SP-1	Structural Projects	Expand roadway system and improve local road network.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	City Administration; County Administration		New		2026	\$100 million	TSPLOST; SPLOST; Grant Funds	Master Transportation Plan

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1.1	5.2.5	SP-2	Structural Projects	Implement road and drainage improvement program. Improvement may include installation, re-routing, or increasing the capacity of a storm drainage system.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County Administration	Deferred	Ongoing		2026	\$10 million	SPLOST, One Georgia Authority	2017 HMP; Effingham County Budget Book for FY 2023
1.1	5.1.8; 5.2.10	SP-3	Structural Projects	Floodproof existing wastewater treatment plants, pump stations, and lift stations located in flood hazard areas; raise electrical components above base flood elevation.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	EOM	Deferred; New	Ongoing		2025	\$500,000	General Funds, Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP
1.1	N/A	SP-4	Structural Projects	Complete lift station pump upgrades.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	EOM		New		2025	\$500,000	General Funds, Grant Funds, Pre-Disaster Mitigation Funds	Effingham Comp Plan; Effingham County Budget Book for FY 2023
1.1	6.1.1	SP-5	Structural Projects	Improve infrastructure along routes used for transportation of Hazardous Materials i.e. Highways and railroad crossings.	High	Hazardous material spill	Effingham County, Guyton, Rincon	County Administration	Ongoing	Ongoing		2027	\$1 million	TSPLOST; SPLOST; Grant Funds	2017 HMP
1.1	5.1.7, 5.1.9	SP-6	Structural Projects	Install back-up generators for pumping and lift stations in sanitary sewer systems along with other measures (e.g. alarms, flood telemetry meters, remote controls, and switchgear upgrades).	High	Multi-hazard	Effingham County, Guyton	EMA	Ongoing; New	Ongoing		2027	\$1 million	Grant Funds, Pre-Disaster Mitigation Funds; General Funds	2017 HMP; Effingham County Budget Book for FY 2023
1.1	N/A	SP-7	Structural Projects	Update water and sewer infrastructure to accommodate growth.	High		Effingham County, Springfield, Guyton, Rincon	County Administration		Ongoing		2027	\$10 Million	ARPA, Grant Funds, General Funds	Effingham Comp Plan; Effingham County Budget Book for FY 2023

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1.1	1.2.2	SP-8	Structural Projects	Seek grants to move existing utility lines and fiber optic lines underground.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County, Grant Writer (Finance Department)	Deferred	Ongoing		2027	\$500,000	General Funds, FEMA funds, grants	2017 HMP

7.6.3 Springfield

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E2-b

C5-b

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.1	N/A	ES-1	Emergency Services	Reduce or strictly enforce hazardous fuel storage.	High	Hazardous material spill	Effingham County, Guyton, Rincon	Code Enforcement	NA	New	Monitored by Code Enforcement	Ongoing	Staff Time	General Funds	Effingham County Community Wildfire Protection Plan
1.1		ES-2	Emergency Services	Set and enforce standards for hydrants in subdivisions and developments.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	NA	Complete	Required by Ordinance, reviewed for all submissions	Ongoing	Staff Time	Staff Time	Effingham County Community Wildfire Protection Plan
1.1	6.1.6	ES-3	Emergency Services	Review all hazardous material transportation routes annually (relocate routes if necessary).	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing	will assist as needed	Repeated Yearly	Staff Time	General Funds	2017 HMP
2.2	6.1.4	ES-4	Emergency Services	Ensure that city/county emergency responders have adequate equipment and training for hazmat incidents.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing	will assist as needed	Ongoing	Staff Time	General Funds	2017 HMP
1.2	3.1.5; 3.1.6	ES-5	Emergency Services	Seek state and federal grants to update fire equipment, including wildland hand tools, lightweight wildland PPE gear, and brush trucks as well as other equipment.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing; Ongoing	Ongoing	will assist as needed	Ongoing	\$275,000	Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP
2.2	6.1.1	ES-6	Emergency Services	Participate with regional HazMat team.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing	will participate as requested	Ongoing	Staff Time	General Funds	2017 HMP
1.1	1.2.1; 2.2.1	ES-7	Emergency Services	Retrofit police stations to become hazard resistant.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New; New	Complete	complete	2023	\$300,000	Grant funds, Pre-Disaster Mitigation Funds	2017 HMP

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1.1	3.1.1	ES-8	Emergency Services	As roads are upgraded, widen to minimum standards with at least 50-foot radius cul de sacs or turnarounds.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	Will create larger radius where ROW allows as needed	2023	\$100,000	General Funds; Impact Fees	2017 HMP
1.1	3.1.2	ES-9	Emergency Services	See that adequate lengths of culverts are installed and adequate vertical and horizontal clearance is available to allow emergency vehicle access.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	completed for everything going forward	2023	\$50,000	General Funds; Impact Fees	2017 HMP
1.2	3.1.4	ES-10	Emergency Services	Require and maintain safe access for fire apparatus to wildland-urban interface neighborhoods and properties on new development.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	There are some existing areas that have limited access	2023	Staff Time	General Funds	2017 HMP
1.2	5.2.1	NB-1	Natural and Beneficial Functions of Floodplains	Consider the use of buffer zones to protect the integrity of the floodplain.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing	Enforcing all floodplain buffers	Ongoing	Staff Time	General Funds	2017 HMP; Effingham County Parks and Recreation Comprehensive Plan
1.3	6.4.1	NB-3	Natural and Beneficial Functions of Floodplains	Consider low impact development strategies to support the natural functions of floodplains to protect rivers, streams, and ponds.	Medium		Effingham County, Springfield, Guyton, Rincon	EOM	New	Ongoing	New ordinances promote density and require green space.	Ongoing	Staff Time	General Funds	2017 HMP
1.3	5.2.3	NB-4	Natural and Beneficial Functions of Floodplains	Adopt DCA criteria for wetland protection.	Medium	Inland flooding	County, City Administration	Planning and Zoning	New	New	Will adopt new codes as needed	Ongoing	Staff Time	General Funds	Effingham Comp Plan
3.3	6.1.8	PA-01	Preventative Actions	Coordinate Hazmat planning with new turpentine facility and other industrial facilities.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: EMA, Fire Department	New	Ongoing	will assist as needed	Ongoing	Staff Time	General Funds	2017 HMP
1.1		PA-02	Preventative Actions	Procure funding for backup systems for continued operations during weather	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Public Works/ Water & Sewer	NA	Ongoing	backups on hand, extra requested for events	Ongoing	\$50,000	General Funds	Effingham County Budget Book for FY 2023; 2017 HMP

Item XII. 1.

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				events (generators, bypass pumps, redundancy, etc.).											
2.2	6.2.2	PA-03	Preventative Actions	Seek training and updates on current policies and procedures regarding safety readiness.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: Human Resources	Ongoing	Ongoing	addressed during staff meetings	Ongoing	Staff Time	General Funds	2017 HMP
3.3	N/A	PA-05	Preventative Actions	Conduct quarterly HMP Planning Committee Meetings and encourage attendance to keep the plan current.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: EMA	NA	New	will assist and attend as needed	NA	NA	NA	HMP Planning Committee
2.2	6.1.2	PA-06	Preventative Actions	Provide basic level of training for all staff to be prepared to share responsibilities in emergency situations.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments (led by department heads)	Ongoing	Ongoing	Will incorporate yearly review and discuss before weather events	Ongoing	Staff Time	General Funds	2017 HMP, HMP Planning Committee; Effingham County Community Wildfire Protection Plan
2.2; 4.1	N/A	PA-07	Preventative Actions	Maintain a code enforcement division.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments (led by department heads)	New	Ongoing	Complete	NA	Staff Time	General Funds	Effingham Comp Plan
4.2	3.1.9	PA-08	Preventative Actions	Proper naming and numbering of streets and addresses is critical to public safety and also promotes better service delivery. The county and cities should work together to develop a well-coordinated system for coordination of street names, subdivision names, and mapping efforts between the cities and the county.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	GIS Department, Tax Assessors	New	Ongoing	We have a system compatible with County system	Ongoing	Staff Time	General Funds	2017 HMP

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1.1	5.1.3	PA-09	Preventative Actions	Continue to participate in the National Flood Insurance Program to protect existing and new developments, to ensure new buildings and infrastructure are not in harm's way, and to insure continued compliance with NFIP requirements.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	County: Planning Department. Guyton: Town Manager. . Springfield: Erin Phillips as floodplain administrator	Ongoing	Ongoing	will continue	Ongoing	Staff Time	General Funds	2017 HMP
All	N/A	PA-10	Preventative Actions	Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS) requirements; Cities: Meet requirements to become a CRS community.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	County: Development Services (Teresa Concannon). Cities: Floodplain Administrators	NA	New	will begin researching requirements	2025	Staff Time	General Funds	HMP Planning Committee
3.3	5.1.1	PA-11	Preventative Actions	Draft plan for county-wide drainage network and improvement program.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Stormwater Master Plan underway (Pond Engineering coordinated through Angela Stanley)	Deferred	Ongoing	will assist as needed	Ongoing	\$2,000	SPLOST, General Funds	2017 HMP; Effingham Comp Plan; HMP Planning Committee
2.1	4.1.3	PA-13	Preventative Actions	Create a speakers' bureau for disaster-related topics that focus on mitigation and preparedness measures – do a pre-hurricane meeting.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: Emergency management	New	Ongoing	will assist EMA as needed	Ongoing	Staff Time	General Funds	2017 HMP
1.1	N/A	PA-14	Preventative Actions	Conduct periodic exercises to evaluate support function responsibilities.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	EMA	NA	New	will assist EMA as needed	Ongoing	Staff Time	General Fund	Effingham County Emergency Operations Plan
1.3	N/A	PA-16	Preventative Actions	Expand and improve greenspace, set aside greenspace when development occurs.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Development Services/Community Development/Planning and Zoning	NA	Ongoing	Springfield Dev Regs Require Greenspace, currently renovating multiple city owned spaces	2025	\$1,000,000	SPLOST/ Grants/General Fund	Springfield

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1.2; 3.1	N/A	PA-17	Preventative Actions	Review development standards and ordinances to ensure that low impact and sustainable development approaches are encouraged to reduce flooding potential and maintain community character.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services/Community Development/Planning and Zoning	NA	Ongoing	Enforced by Springfield Dev Regs. Changes made as needed	Ongoing	Staff Time	General Fund	Effingham Comp Plan
1.3	N/A	PA-18	Preventative Actions	Improve existing parks.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Parks and Recreation Department	NA	New	Ulmer Park Reno underway. New Parks in planning	2024	\$1,000,000	Splost	Springfield
1.1	N/A	PA-19	Preventative Actions	Develop a critical facility maintenance and protection plan.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Facilities Maintenance	NA	New	will assist as needed	Ongoing	Staff Time	General Fund	Effingham Comp Plan
3.3	N/A	PA-20	Preventative Actions	Improve coordination and integration of County, municipal, private-sector, and nongovernmental organization partners.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments	NA	New	will assist as needed	Ongoing	Staff Time	General Fund	Effingham Comp Plan; Effingham County EMA Public Awareness, Education, and Preparedness Program
3.3	3.1.8	PA-21	Preventative Actions	Adopt uniform addressing ordinance for existing buildings and road names.	High	Multi-hazard	Effingham County, Springfield (unsure about other cities)	County: GIS Manager; Springfield: Erin Phillips	Deferred	Ongoing	Planning ordinance to codify current method	2024	Staff Time	General Funds	2017 HMP; HMP Planning Committee
2.1	1.1.3	PA-22	Preventative Actions	Encourage a review of the Comprehensive Plan by county and city officials and promote public awareness of and connectivity to the hazard mitigation plan.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: development services; Cities: community development, planning	New	Ongoing	will assist as needed	Ongoing	Staff Time	General Fund	2017 HMP
3.3	N/A	PA-23	Preventative Actions	Conduct regular meetings with all water and sewer providers at once (EOM, county and cities). Include discussions about storm response at these meetings.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: EOM; Public Works	NA	New	will assist as needed	Ongoing	Staff Time	General Fund	HMP Planning Committee

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1.3	N/A	PA-24	Preventative Actions	Explore adopting a conservation subdivision ordinance to promote or require the preservation of open space.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Zoning Office	NA	Complete	R-4 Ordinance in Place.	Complete	Staff Time	General Fund	Springfield
1.1	1.2.3	PA-25	Preventative Actions	Assess the opportunity and effectiveness of updating development standards to require the placement of easements for underground utilities.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: Development Services; Cities: equivalent to Development Services	New	Ongoing	will research feasibility. Foreseeable issues.	Ongoing	Staff Time	General Funds	Springfield
1.1	N/A	PA-27	Preventative Actions	Pursue smart growth initiatives.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services	NA	New	will research way to incorporate	Ongoing	Staff Time	General Funds	Effingham Comp Plan
1.1	N/A	PA-28	Preventative Actions	Steer growth toward existing infrastructure.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services	NA	New	Ordinances do this currently.	Ongoing	Staff Time	General Funds	Effingham Comp Plan
1.3	3.5.2	PA-30	Preventative Actions	Maintain communities' awareness of water withdrawal needs and permitting to protect the aquifer.	High	Drought	Effingham County, Springfield, Guyton, Rincon	State (EPD)	New	Ongoing	Could add info to Website	Ongoing	Staff Time	General Funds	2017 HMP
1.1	N/A	PA-32	Preventative Actions	Acquire easements to allow for necessary maintenance.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon		NA	New	will research feasibility and need	Ongoing	Unknown	Unknown	HMP Planning Committee
4.2	3.4.2	PA-33	Preventative Actions	Follow state recommendations for drought related actions.	Medium	Drought	Effingham County, Springfield, Guyton, Rincon	Code Enforcement	New	Ongoing	Underway	Ongoing	Staff Time	General Funds	2017 HMP

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1.3	N/A	PA-34	Preventative Actions	Look for opportunity to acquire undeveloped land to create greenspaces and increase connectivity of green spaces.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Community Development	NA	Ongoing	Underway	Ongoing	Unknown	Unknown	Effingham Comp Plan; Effingham County Parks and Recreation Comp Plan; Effingham County Budget Book for FY 2023
1.3	N/A	PA-35	Preventative Actions	Promote Community Clean-Up Days (cut, prune, mow vegetation in shared community spaces).	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Public Information Officer	NA	New	will assist as needed	Ongoing	Staff Time	General Fund	Effingham County Community Wildfire Protection Plan
4.1	3.5.5	PA-36	Preventative Actions	Pursue Community Development Block Grants (CDBG) and other grants to extend water, sewer and reuse services, and wastewater treatment.	Medium	Multi-Hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	New	Underway	Ongoing	\$50,000	Grant Funds, Pre-Disaster Mitigation Funds; General Funds	Effingham Comp Plan
1.1	N/A	PA-37	Preventative Actions	Maintain Capital Improvement Plan for water and sewer services.	Medium	Multi-Hazard	Effingham County, Springfield, Guyton, Rincon	EOM	NA	New	Underway	Ongoing	Varied	Varies	Effingham Comp Plan
1.3	N/A	PA-38	Preventative Actions	Explore joint parks projects with County and Springfield.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Administration/Finance	NA	Ongoing	will assist as needed	Ongoing	Unknown	Unknown	Effingham County Parks and Recreation Comprehensive Plan
1.2	N/A	PA-39	Preventative Actions	Encourage the use of green infrastructure stormwater practices such as bioswales, porous pavements, rain gardens, wetland buffers and other practices that leave existing natural features and ecosystems undisturbed.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Planning and Development	NA	New	Promotes and allows alternative methods	Ongoing	Staff Time	General Fund	Effingham Comp Plan

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1.1	N/A	PA-40	Preventative Actions	Consider the local adoption of the Coastal Stormwater Supplement to the Georgia Stormwater Manual to promote green infrastructure practices for flood reduction and resiliency.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Planning and Development	NA	New	Will research process	2024	Staff Time	General Fund	Effingham Comp Plan
2.3	5.2.11	PA-42	Preventative Actions	Consider strategies to disincentivize development in special flood hazard areas.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing	Will research Methods to promote this	Ongoing	Staff Time	General Funds	HMP Planning Committee
3.2	1.1.1; 2.1.1; 6.1.7	PA-43	Preventative Actions	Implement Emergency Public Warning System.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred; Ongoing; Deferred	Ongoing	Deferred	NA	\$250,000	Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP
1.1	1.3.1	PA-48	Preventative Actions	Encourage protection of critical facilities and infrastructure from lightning damage with the following measures: Installing lightning protection devices and methods, such as lightning rods and grounding, on communications infrastructure and other critical facilities. Installing and maintaining surge protection on critical electronic equipment.	High	Severe Weather	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	increased grounding at tower sites, equipment all has lightning protection installed and surge protection (county side)	2023	Staff time, varies	Grant funds, Pre-Disaster Mitigation Funds	2017 HMP

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1.1	1.3.2	PA-49	Preventative Actions	Install and maintain surge protection on critical electronic equipment.	High	Severe Weather	Springfield, Guyton, Rincon	Emergency Management Director; City Administrations	Deferred	Complete	increased grounding at tower sites, equipment all has lightning protection installed and surge protection (county side)	2023	\$50,000	Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP
1.2	2.1.3	PA-50	Preventative Actions	Encourage the construction and use of safe rooms in homes and shelter areas of manufactured home parks, fairgrounds, shopping malls, and other vulnerable public structures.	High	Tornado	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	this is required in mobile home ordinances (since 3 years ago)	2023	Staff Time	General Funds	2017 HMP
1.1	3.1.11	PA-51	Preventative Actions	Review building and zoning requirements and add, if necessary, regulations for a vegetative buffer to separate the urban interface.	Medium	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	Completed in Springfield Buffer Ordinance passed in 2022	2022	Staff Time	General Funds	2017 HMP
1.1	N/A	PP-1	Property Protection	Examine existing codes and ordinances for fire safety. Amend codes and ordinances to provide better driveway access, increased visibility of house numbers, properly stored firewood, minimum defensible space brush clearance, required Class A roofing materials and skirting around raised structures, planned maintenance of community lots.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing	Will research and implement feasible standards to address	Ongoing	Staff Time	General Funds	Effingham County Community Wildfire Protection Plan
2.3	5.1.6	PP-2	Property Protection	Encourage homeowners to install backflow valves to prevent reverse-flow flood damages.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Ongoing	Can add info to website for education and promotion	2023	Staff Time	General Funds	2017 HMP

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2.2	5.2.11	PP-3	Property Protection	Provide assistance to citizens and businesses on potential mitigation actions to protect property in flood prone areas.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing	Can add info to website for education and promotion	2023	Staff Time	General Funds	2017 HMP
1.1	1.2.5; 4.1.1	PP-4	Property Protection	Encourage subdivision requirements to place all utility lines underground.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Ongoing; Ongoing	Ongoing	Required by Ordinance, reviewed for all submissions	Already Complete	Staff Time	General Funds	2017 HMP
2.1	N/A	PI-01	Public Information and Education	Expand and increase social media videos and outreach.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: EMA + public information coordinator		New	Can add info for education and promotion	Ongoing	Staff Time	General Funds	HMP Planning Committee
2.1	3.3.6	PI-02	Public Information and Education	Provide hazard information and outreach materials to DFCS office/Health Dept. school registration offices, schools for open house events, real estate agents, chamber of commerce, local churches, child care centers, and utility notification letters to provide to the community.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA	New	New	Can add info to website for education and promotion	2023	\$50,000	Grant Funds, Pre-Disaster Mitigation Funds	HMP Planning Committee; Effingham Comp Plan; Effingham County EMA Public Awareness, Education, and Preparedness Program
2.3	2.1.2; 2.1.4	PI-03	Public Information and Education	Inform residents and businesses about individual and family emergency preparedness.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: Emergency Management	Deferred; New	Ongoing	Can add info to website for education and promotion	2023	Staff Time	General Funds	2017 HMP: Effingham County EMA Public Awareness, Education, and Preparedness Program
2.1	1.1.2; 2.1.5; 4.1.2	PI-04	Public Information and Education	Organize an All-hazards community expo.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA, Development Services, Emergency Services, Public Information	New; New; New	New	will assist as needed	Yearly	Staff Time, \$6,000	General Funds, FEMA Grant Funds	HMP Planning Committee

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2.1	N/A	PI-05	Public Information and Education	Organize informational presentations at group or club meetings.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	EMA		New	will assist as needed	Yearly	Staff Time	General Funds	HMP Planning Committee
2.1	5.2.7	PI-07	Public Information and Education	Increase public awareness of wetland and flood zone sensitivity, and increase public awareness of hazards of buying or developing in a flood zone.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Planning and Zoning	New	New	Can add info to website for education and promotion	2023	\$5,000	General Funds	Effingham Comp Plan
2.1	3.5.4	PI-08	Public Information and Education	Increase public awareness of water conservation issues by publishing articles in the local newspaper and providing bulletins to local schools.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	Deferred	Ongoing	Can add info to website for education and promotion	2023	\$5,000	General Funds	2017 HMP
2.1	5.2.6	PI-10	Public Information and Education	Educate citizens about GIS hazard mapping online services.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County GIS Director	Ongoing	Ongoing	Can add info to website for education and promotion	2023	Staff Time	General Funds	2017 HMP
1.3	3.5.1	PI-11	Public Information and Education	Educate the public on the value of water re-use for irrigation and implement strategies to reuse water county-wide.	Medium		Effingham County, Springfield, Rincon	Public Information Officer	New	Ongoing	Can add info to website for education and promotion	2023	Staff Time	General Funds	2017 HMP

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2.3	N/A	PI-12	Public Information and Education	Education and outreach for citizens regarding mitigation actions on their private property.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	All: EMA, County: Development Services, Cities: equivalent to Development Services		New	Can add info to website for education and promotion	2023	Staff Time	General Funds	Effingham County Community Wildfire Protection Plan
2.1	6.3.6	PI-13	Public Information and Education	Increase public awareness of the different scenic river classifications and impacts of each category.	Medium	Multi-hazard	Springfield	Springfield: community development	Deferred	Ongoing	Can add info to website for education and promotion	2023	Staff Time	General Funds	2017 HMP
2.1	1.4.1	PI-14	Public Information and Education	Conduct outreach activities to increase public awareness of hail dangers, including: Mailing safety brochures with monthly water bills.	High	Severe Weather	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Complete	They do social media posts instead of mailings now; EMA Facebook pages puts this information out	2023	Staff Time, \$5,000	General Funds, Pre-Disaster Mitigation Funds	2017 HMP
2.1	5.2.8	PI-15	Public Information and Education	Publicize a user-friendly, publicly accessible repository for inquirers to obtain Flood Insurance Rate Maps.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County GIS Director	New	Complete	DNR hosts a map that can be publicized on County website; digital and hard copies available in office.	2023	Staff Time	General Funds	2017 HMP
1.1	N/A	SP-1	Structural Projects	Expand roadway system and improve local road network.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Public Works and Administration	NA	New	Inter-parcel connectivity required with new Comm Dev and new Roads are planned	Ongoing	Staff Time / Unknown ROW Costs	General Funds	Master Transportation Plan
1.1	5.2.5	SP-2	Structural Projects	Implement road and drainage improvement program. Improvement may include installation, re-routing, or increasing the capacity of a storm drainage system.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County Administration	Deferred	Ongoing	Underway	Ongoing	\$10 million	SPLOST, One Georgia Authority	2017 HMP; Effingham County Budget Book for FY 2023

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1.1	5.1.8; 5.2.10	SP-3	Structural Projects	Floodproof existing wastewater treatment plants, pump stations, and lift stations located in flood hazard areas; raise electrical components above base flood elevation.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	EOM	Deferred; New	Ongoing	Underway	Ongoing	\$175,000	General Funds, Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP
1.1	N/A	SP-4	Structural Projects	Complete lift station pump upgrades.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	EOM		New	Underway	Ongoing	Unknown	General Funds/ Grant Funds	Effingham Comp Plan; Effingham County Budget Book for FY 2023
1.1	N/A	SP-7	Structural Projects	Update water and sewer infrastructure to accommodate growth.	High		Effingham County, Springfield, Guyton, Rincon	Water and Sewer	NA	Ongoing	Underway	Ongoing	\$40,000,000	Varied	Effingham Comp Plan; Effingham County Budget Book for FY 2023
1.1	1.2.2	SP-8	Structural Projects	Seek grants to move existing utility lines and fiber optic lines underground.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: Grant Writer (Finance Department)	Deferred	Ongoing	Underway on Laurel Street	Ongoing	\$250,000	General Funds, FEMA funds, grants	2017 HMP

7.6.4 Guyton

C4-b

C5-b

E2-c

E2-b

C5-b

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1.1	N/A	ES-1	Emergency Services	Reduce or strictly enforce hazardous fuel storage.	High	Hazardous material spill	Effingham County, Guyton, Rincon	Code Enforcement		New	Effingham Emergency Management Agency				Effingham County Community Wildfire Protection Plan
1.1		ES-2	Emergency Services	Set and enforce standards for hydrants in subdivisions and developments.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration		Complete					Effingham County Community Wildfire Protection Plan
1.1	6.1.6	ES-3	Emergency Services	Review all hazardous material transportation routes annually (relocate routes if necessary).	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing	Effingham Fire		Staff Time	General Funds	2017 HMP
2.2	6.1.4	ES-4	Emergency Services	Ensure that city/county emergency responders have adequate equipment and training for hazmat incidents.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing	Effingham Fire		Staff Time	General Funds	2017 HMP
1.2	3.1.5; 3.1.6	ES-5	Emergency Services	Seek state and federal grants to update fire equipment, including wildland hand tools, lightweight wildland PPE gear, and brush trucks as well as other equipment.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing; Ongoing	Ongoing	Effingham Fire		\$275,000	Grant Funds, Pre- Disaster Mitigation Funds	2017 HMP
2.2	6.1.1	ES-6	Emergency Services	Participate with regional HazMat team.	High	Hazardous material spill	Effingham County, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing	Effingham Fire		Staff Time	General Funds	2017 HMP
1.1	1.2.1; 2.2.1	ES-7	Emergency Services	Retrofit police stations to become hazard resistant.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New, New	Complete		2023	\$300,000	Grant funds, Pre- Disaster Mitigation Funds	2017 HMP

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1.1	3.1.1	ES-8	Emergency Services	As roads are upgraded, widen to minimum standards with at least 50-foot radius cul de sacs or turnarounds.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	larger radius requirement	2023	\$100,000	General Funds; Impact Fees	2017 HMP
1.1	3.1.2	ES-9	Emergency Services	See that adequate lengths of culverts are installed and adequate vertical and horizontal clearance is available to allow emergency vehicle access.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	completed for everything going forward	2023	\$50,000	General Funds; Impact Fees	2017 HMP
1.2	3.1.4	ES-10	Emergency Services	Require and maintain safe access for fire apparatus to wildland-urban interface neighborhoods and properties on new development.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	There are some existing areas that have limited access	2023	Staff Time	General Funds	2017 HMP
1.2	5.2.1	NB-1	Natural and Beneficial Functions of Floodplains	Consider the use of buffer zones to protect the integrity of the floodplain.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing			Staff Time	General Funds	2017 HMP; Effingham County Parks and Recreation Comprehensive Plan
1.3	N/A	NB-2	Natural and Beneficial Functions of Floodplains	Apply minimum buffer standards for river corridors.	Medium	Inland flooding	Effingham County, Guyton, Rincon	GIS		Ongoing					Effingham Comp Plan; 2017 HMP
1.3	6.4.1	NB-3	Natural and Beneficial Functions of Floodplains	Consider low impact development strategies to support the natural functions of floodplains to protect rivers, streams, and ponds.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	EOM	New	Ongoing			Staff Time	General Funds	2017 HMP
1.3	5.2.3	NB-4	Natural and Beneficial Functions of Floodplains	Adopt DCA criteria for wetland protection.	Medium	Inland flooding	County, City Administration	Planning and Zoning	New	New			Staff Time	General Funds	Effingham Comp Plan

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1.3	6.3.5	NB-5	Natural and Beneficial Functions of Floodplains	Work with the EPA and GA EPD to classify the Ogeechee River as a Scenic River.	Medium		Guyton, Effingham County	Development Services	Deferred	Deferred			Staff Time	General Funds	2017 HMP
3.3	6.1.8	PA-1	Preventative Actions	Coordinate Hazmat planning with new turpentine facility and other industrial facilities.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: EMA, Fire Department	New	Ongoing	Effingham Emergency Management Agency and Effingham Fire		Staff Time	General Funds	2017 HMP
1.1		PA-2	Preventative Actions	Procure funding for backup systems for continued operations during weather events (generators, bypass pumps, redundancy, etc.).	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Effingham County, Springfield, Guyton, Rincon	EMA; EOM; Finance	Ongoing	Guyton received a grant and has generators on order with an ETA of fall 2023	2023			Effingham County Budget Book for FY 2023; 2017 HMP
2.2	6.2.2	PA-3	Preventative Actions	Seek training and updates on current policies and procedures regarding safety readiness.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County: Human Resources	Ongoing	Ongoing			Staff Time	General Funds	2017 HMP
3.3	N/A	PA-5	Preventative Actions	Conduct quarterly HMP Planning Committee Meetings and encourage attendance to keep the plan current.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: EMA		New	Effingham Emergency Management Agency				HMP Planning Committee
2.2	6.1.2	PA-6	Preventative Actions	Provide basic level of training for all staff to be prepared to share responsibilities in emergency situations.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments (led by department heads)	Ongoing	Ongoing			Staff Time	General Funds	2017 HMP; HMP Planning Committee; Effingham County Community Wildfire Protection Plan
2.2; 4.1	N/A	PA-7	Preventative Actions	Maintain a code enforcement division.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments (led by department heads)	New	Ongoing	Guyton is creating a Code Enforcement Position	2024			Effingham Comp Plan

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4.2	3.1.9	PA-8	Preventative Actions	Proper naming and numbering of streets and addresses is critical to public safety and also promotes better service delivery. The county and cities should work together to develop a well-coordinated system for coordination of street names, subdivision names, and mapping efforts between the cities and the county.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	GIS Department, Tax Assessors	New	Ongoing	Guyton is replacing and adding street signage		Staff Time	General Funds	2017 HMP
1.1	5.1.3	PA-9	Preventative Actions	Continue to participate in the National Flood Insurance Program to protect existing and new developments, to ensure new buildings and infrastructure are not in harm's way, and to insure continued compliance with NFIP requirements.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	County: Planning Department, Guyton: Town Manager, Springfield: Erin Phillips as floodplain administrator	Ongoing	Ongoing			Staff Time	General Funds	2017 HMP
All	N/A	PA-10	Preventative Actions	Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS) requirements; Cities: Meet requirements to become a CRS community.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	County: Development Services (Teresa Concannon); Cities: Floodplain Administrators	New						HMP Planning Committee
3.3	5.1.1	PA-11	Preventative Actions	Draft plan for county-wide drainage network and improvement program.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Stormwater Master Plan underway (Pond Engineering coordinated through Angela Stanley)	Deferred	Ongoing	Guyton is also seeking grants for a stormwater master plan and drainage improvements		\$2,000	SPLOST, General Funds	2017 HMP: Effingham Comp Plan; HMP Planning Committee
2.1	4.1.3	PA-13	Preventative Actions	Create a speakers' bureau for disaster-related topics that focus on mitigation and preparedness measures – do a pre-hurricane meeting.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: Emergency management	New	Ongoing	Attend Meeting every year with appropriate staff		Staff Time	General Funds	2017 HMP

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1.1	N/A	PA-14	Preventative Actions	Conduct periodic exercises to evaluate support function responsibilities.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA		New	Guyton PD will participate in events invited to				Effingham County Emergency Operations Plan
1.3	N/A	PA-16	Preventative Actions	Expand and improve greenspace, set aside greenspace when development occurs.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services/Community Development/Planning and Zoning		Ongoing	Guyton is creating a recreation master plan, purchased 14 acres for a park, and seeks to expand our walking trail			TSPLOST, SPLOST, Grants	Effingham Comp Plan; Parks and Rec Comprehensive Plan
1.2; 3.1	N/A	PA-17	Preventative Actions	Review development standards and ordinances to ensure that low impact and sustainable development approaches are encouraged to reduce flooding potential and maintain community character.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services/Community Development/Planning and Zoning		Ongoing					Effingham Comp Plan
1.3	N/A	PA-18	Preventative Actions	Improve existing parks.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Parks and Recreation Department		New	Guyton purchased 14 acres next to our existing ball fields to expand and improve that park				Effingham County Budget Book for FY 2023; Effingham Parks & Rec
1.1	N/A	PA-19	Preventative Actions	Develop a critical facility maintenance and protection plan.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Facilities Maintenance		New					Effingham Comp Plan
3.3	N/A	PA-20	Preventative Actions	Improve coordination and integration of County, municipal, private-sector, and nongovernmental organization partners.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities; all departments		New					Effingham Comp Plan; Effingham County EMA Public Awareness, Education, and Preparedness Program
3.3	3.1.8	PA-21	Preventative Actions	Adopt uniform addressing ordinance for existing buildings and road names.	High	Multi-hazard	Effingham County, Springfield (unsure about other cities)	County: GIS Manager; Springfield: Erin Phillips	Deferred	Ongoing			Staff Time	General Funds	2017 HMP; HMP Planning Committee

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2.1	1.1.3	PA-22	Preventative Actions	Encourage a review of the Comprehensive Plan by county and city officials and promote public awareness of and connectivity to the hazard mitigation plan.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: development services; Cities: community development, planning	New	Ongoing			Staff Time	General Funds	2017 HMP
3.3	N/A	PA-23	Preventative Actions	Conduct regular meetings with all water and sewer providers at once (EOM, county and cities). Include discussions about storm response at these meetings.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: EOM, Public Works	New	New	Meetings have been held recently to address water and sewer demands. These will continue to be ongoing.				HMP Planning Committee
1.3	N/A	PA-24	Preventative Actions	Explore adopting a conservation subdivision ordinance to promote or require the preservation of open space.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services	Ongoing	Ongoing					Effingham Comp Plan
1.1	1.2.3	PA-25	Preventative Actions	Assess the opportunity and effectiveness of updating development standards to require the placement of permanent marking of easements for underground utilities.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: Development Services; Cities: equivalent to Development Services	New	Ongoing			Staff Time	General Funds	2017 HMP
1.1	N/A	PA-27	Preventative Actions	Pursue smart growth initiatives.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services		New	Guyton has created a Downtown Development Authority				Effingham Comp Plan
1.1	N/A	PA-28	Preventative Actions	Steer growth toward existing infrastructure.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services		New	Guyton has created a Downtown Development Authority				Effingham Comp Plan
3.1	3.1.10	PA-29	Preventative Actions	Become a Firewise Community.	High	Wildfires	Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Remove			\$50,000	Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP

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1.3	3.5.2	PA-30	Preventative Actions	Maintain communities' awareness of water withdrawal needs and permitting to protect the aquifer.	High	Drought	Effingham County, Springfield, Guyton, Rincon	State (EPD)	New	Ongoing			Staff Time	General Funds	2017 HMP
1.1	N/A	PA-32	Preventative Actions	Acquire easements to allow for necessary maintenance.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Engineering		New	Work is ongoing and will be part of the master planning activities for larger acquisitions				HMP Planning Committee
4.2	3.4.2	PA-33	Preventative Actions	Follow state recommendations for drought related actions.	Medium	Drought	Effingham County, Springfield, Guyton, Rincon	Code Enforcement	New	Ongoing			Staff Time	General Funds	2017 HMP
1.3	N/A	PA-34	Preventative Actions	Look for opportunity to acquire undeveloped land to create greenspaces and increase connectivity of green spaces.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Parks and Recreation Department; County Administration		Ongoing	Guyton purchased 14 acres next to our existing ball fields to expand and improve that park				Effingham Comp Plan; Effingham County Parks and Recreation Comp Plan; Effingham County Budget Book for FY 2023
1.3	N/A	PA-35	Preventative Actions	Promote Community Clean-Up Days (cut, prune, mow vegetation in shared community spaces).	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Public Information Officer		New	Guyton currently holds several events each year				Effingham County Community Wildfire Protection Plan
4.1	3.5.5	PA-36	Preventative Actions	Pursue Community Development Block Grants (CDBG) and other grants to extend water, sewer and reuse services, and wastewater treatment.	Medium	Multi-Hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	New			\$50,000	Grant Funds, Pre-Disaster Mitigation Funds; General Funds	Effingham Comp Plan

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1.1	N/A	PA-37	Preventative Actions	Maintain Capital Improvement Plan for water and sewer services.	Medium	Multi- Hazard	Effingham County, Springfield, Guyton, Rincon	EOM		New	CIP projects have been created and implementation / procurement is underway. Planning will continue as development areas are established and infrastructure nears useful lifespan				Effingham Comp Plan
1.3	N/A	PA-38	Preventative Actions	Explore joint parks projects with County and Springfield.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Administration/Finance		Ongoing	Guyton seeks to extend our walking trail through the city and to the Pineora Park in a joint project with the County				Effingham County Parks and Recreation Comprehensive Plan
1.2	N/A	PA-39	Preventative Actions	Encourage the use of green infrastructure stormwater practices such as bioswales, porous pavements, rain gardens, wetland buffers and other practices that leave existing natural features and ecosystems undisturbed.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Planning and Development		New					Effingham Comp Plan
1.1	N/A	PA-40	Preventative Actions	Consider the local adoption of the Coastal Stormwater Supplement to the Georgia Stormwater Manual to promote green infrastructure practices for flood reduction and resiliency.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Planning and Development		New					Effingham Comp Plan
2.3	5.2.11	PA-42	Preventative Actions	Consider strategies to disincentivize development in special flood hazard areas.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing			Staff Time	General Funds	HMP Planning Committee

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3.2	1.1.1; 2.1.1; 6.1.7	PA-43	Preventative Actions	Implement Emergency Public Warning System.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred; Ongoing; Deferred	Ongoing	Deferred		\$250,000	Grant Funds, Pre- Disaster Mitigation Funds	2017 HMP
				Encourage protection of critical facilities and infrastructure from lightning damage with the following measures: Installing lightning protection devices and methods, such as lightning rods and grounding, on communications infrastructure and other critical facilities. Installing and maintaining surge protection on critical electronic equipment.											
1.1	1.3.1	PA-48	Preventative Actions	Install and maintain surge protection on critical electronic equipment.	High	Severe Weather	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	increased grounding at tower sites, equipment all has lightning protection installed and surge protection (county side)	2023	Staff time, varies	Grant funds, Pre- Disaster Mitigation Funds	2017 HMP
1.1	1.3.2	PA-49	Preventative Actions	Install and maintain surge protection on critical electronic equipment.	High	Severe Weather	Springfield, Guyton, Rincon	Emergency Management Director; City Administrations	Deferred	Complete	increased grounding at tower sites, equipment all has lightning protection installed and surge protection (county side)	2023	\$50,000	Grant Funds, Pre- Disaster Mitigation Funds	2017 HMP
1.2	2.1.3	PA-50	Preventative Actions	Encourage the construction and use of safe rooms in homes and shelter areas of manufactured home parks, fairgrounds, shopping malls, and other vulnerable public structures.	High	Tornado	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	this is required in mobile home ordinances (since 3 years ago)	2023	Staff Time	General Funds	2017 HMP
				Review building and zoning requirements and add, if necessary, regulations for a vegetative buffer to separate the urban interface.											
1.1	3.1.11	PA-51	Preventative Actions	Review building and zoning requirements and add, if necessary, regulations for a vegetative buffer to separate the urban interface.	Medium	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	setbacks, buffers etc.	2023	Staff Time	General Funds	2017 HMP

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1.1	N/A	PP-1	Property Protection	Examine existing codes and ordinances for fire safety; Amend codes and ordinances to provide better driveway access; increased visibility of house numbers; properly stored firewood; minimum defensible space brush clearance; required Class A roofing materials and skirting around raised structures; planned maintenance of community lots.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing	Effingham Fire				Effingham County Community Wildfire Protection Plan
2.3	5.1.6	PP-2	Property Protection	Encourage homeowners to install backflow valves to prevent reverse-flow flood damages.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Ongoing			Staff Time	General Funds	2017 HMP
2.2	5.2.11	PP-3	Property Protection	Provide assistance to citizens and businesses on potential mitigation actions to protect property in flood prone areas.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing			Staff Time	General Funds	2017 HMP
1.1	1.2.5; 4.1.1	PP-4	Property Protection	Encourage subdivision requirements to place all utility lines underground.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Ongoing; Ongoing	Ongoing			Staff Time	General Funds	2017 HMP
2.1	N/A	PI-1	Public Information and Education	Expand and increase social media videos and outreach.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: EMA + public information coordinator		New	Guyton shares all Effingham Fire and EEMA posts as well as creates our own to educate our public				HMP Planning Committee

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2.1	3.3.6	PI-2	Public Information and Education	Provide hazard information and outreach materials to DFCS office/Health Dept. school registration offices, schools for open house events, real estate agents, chamber of commerce, local churches, child care centers, and utility notification letters to provide to the community.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA	New	New	EEMA		\$50,000	Grant Funds, Pre-Disaster Mitigation Funds	HMP Planning Committee; Effingham Comp Plan; Effingham County EMA Public Awareness, Education, and Preparedness Program
2.3	2.1.2; 2.1.4	PI-3	Public Information and Education	Inform residents and businesses about individual and family emergency preparedness.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: Emergency Management	Deferred: New	Ongoing	EEMA		Staff Time	General Funds	2017 HMP; Effingham County EMA Public Awareness, Education, and Preparedness Program
2.1	1.1.2; 2.1.5; 4.1.2	PI-4	Public Information and Education	Organize an All-hazards community expo.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA, Development Services, Emergency Information	New: New: New	New	Will work with County to create and attend expo		Staff Time, \$6,000	General Funds, FEMA Grant Funds	HMP Planning Committee
2.1	N/A	PI-5	Public Information and Education	Organize informational presentations at group or club meetings.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA		New	EMA				HMP Planning Committee
2.1	5.2.7	PI-7	Public Information and Education	Increase public awareness of wetland and flood zone sensitivity, and increase public awareness of hazards of buying or developing in a flood zone.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Planning and Zoning	New	New			\$5,000	General Funds	Effingham Comp Plan
2.1	3.5.4	PI-8	Public Information and Education	Increase public awareness of water conservation issues by publishing articles in the local newspaper and providing bulletins to local schools.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	Deferred	Ongoing	EMA		\$5,000	General Funds	2017 HMP

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2.1	5.2.6	PI-10	Public Information and Education	Educate citizens about GIS hazard mapping online services.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County GIS Director	Ongoing	Ongoing	County GIS		Staff Time	General Funds	2017 HMP
2.3	N/A	PI-12	Public Information and Education	Education and outreach for citizens regarding mitigation actions on their private property.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	All: EMA, County; Development Services, Cities; equivalent to Development Services		New					Effingham County Community Wildfire Protection Plan
2.1	1.4.1	PI-14	Public Information and Education	Conduct outreach activities to increase public awareness of hazards, including: Mailing safety brochures with monthly water bills.	High	Severe Weather	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Complete	They do social media posts instead of mailings now; EMA Facebook pages puts this information out	2023	Staff Time, \$5,000	General Funds, Pre- Disaster Mitigation Funds	2017 HMP
2.1	5.2.8	PI-15	Public Information and Education	Publicize a user-friendly, publicly accessible repository for inquiries to obtain Flood Insurance Rate Maps.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County GIS Director	New	Complete	DNR hosts a map that can be publicized on County website; digital and hard copies available in office.	2023	Staff Time	General Funds	2017 HMP
1.1	N/A	SP-1	Structural Projects	Expand roadway system and improve local road network.	High	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	City Administration; County Administration		New	Guyton completed multiple repaving projects in the last 3 years and is working on new projects for the upcoming TSP/STP referendum				Master Transportation Plan

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1.1	5.2.5	SP-2	Structural Projects	Implement road and drainage improvement program. Improvement may include installation, re-routing, or increasing the capacity of a storm drainage system.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County Administration	Deferred	Ongoing			\$10 million	SPLOST, One Georgia Authority	2017 HMP; Effingham County Budget Book for FY 2023
1.1	5.1.8; 5.2.10	SP-3	Structural Projects	Floodproof existing wastewater treatment plants, pump stations, and lift stations located in flood hazard areas; raise electrical components above base flood elevation.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	EOM	Deferred; New	Ongoing			\$175,000	General Funds, Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP
1.1	N/A	SP-4	Structural Projects	Complete lift station pump upgrades.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	EOM		New	Guyton upgrades are limited to pump replacements and SCADA to be completed this year	2023			Effingham Comp Plan; Effingham County Budget Book for FY 2023
1.1	6.1.1	SP-5	Structural Projects	Improve infrastructure along routes used for transportation of Hazardous Materials i.e., Highways and railroad crossings.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County Administration	Ongoing	Ongoing					2017 HMP
1.1	5.1.7, 5.1.9	SP-6	Structural Projects	Install back-up generators for pumping and lift stations in sanitary sewer systems along with other measures (e.g., alarms, flood telemetry meters, remote controls, and switchgear upgrades).	High	Multi-hazard	Effingham County, Guyton	EMA	Ongoing; New	Ongoing	Guyton generators on order, SCADA on wells is complete and SCADA on lift stations is on order	2023	\$100,000	Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP; Effingham County Budget Book for FY 2023
1.1	N/A	SP-7	Structural Projects	Update water and sewer infrastructure to accommodate growth.	High		Effingham County, Springfield, Guyton, Rincon	Water and Sewer		Ongoing	Guyton is adding additional spray fields to increase capacity and investigation potential new spray field sites	2025	\$3,000,000	Grant Funds, SPLOST Funds, GEFA loans,	Effingham Comp Plan; Effingham County Budget Book for FY 2023

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1.1	1.2.2	SP-8	Structural Projects	Seek grants to move existing utility lines and fiber optic lines underground.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County: Grant Writer (Finance Department)	Deferred	Ongoing			\$250,000	General Funds, FEMA funds, grants	2017 HMP

7.6-5 Rincon

C4-b

C5-b

E2-c

E2-b

C5-b

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1.1	6.1.6	ES-3	Emergency Services	Review all hazardous material transportation routes annually (relocate routes if necessary).	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing			Staff Time	General Funds	2017 HMP
2.2	6.1.4	ES-4	Emergency Services	Ensure that city/county emergency responders have adequate equipment and training for hazmat incidents.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing			Staff Time	General Funds	2017 HMP
1.2	3.1.5; 3.1.6	ES-5	Emergency Services	Seek state and federal grants to update fire equipment, including wildland hand tools, lightweight wildland PPE gear, and brush trucks as well as other equipment.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing; Ongoing	Ongoing			\$275,000	Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP
2.2	6.1.1	ES-6	Emergency Services	Participate with regional HazMat team.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing			Staff Time	General Funds	2017 HMP
1.1	1.2.1; 2.2.1	ES-7	Emergency Services	Retrofit police stations to become hazard resistant.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New; New	Complete		2023	\$300,000	Grant funds, Pre-Disaster Mitigation Funds	2017 HMP
1.1	3.1.1	ES-8	Emergency Services	As roads are upgraded, widen to minimum standards with at least 50-foot radius cul de sacs or turnarounds.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	larger radius requirement	2023	\$100,000	General Funds; Impact Fees	2017 HMP
1.1	3.1.2	ES-9	Emergency Services	See that adequate lengths of culverts are installed and adequate vertical and horizontal clearance is available to allow emergency vehicle access.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	completed for everything going forward	2023	\$50,000	General Funds; Impact Fees	2017 HMP

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1.2	3.1.4	ES-10	Emergency Services	Require and maintain safe access for fire apparatus to wildland-urban interface neighborhoods and properties on new development.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	There are some existing areas that have limited access	2023	Staff Time	General Funds	2017 HMP
4.1	3.1.3	ES-11	Emergency Services	Install hydrants where county waterlines cross roads.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Remove	Not applicable.		Grant funds, Pre-Disaster Mitigation Funds	Grant funds, Pre-Disaster Mitigation Funds	2017 HMP
1.2	5.2.1	NB-1	Natural and Beneficial Functions of Floodplains	Consider the use of buffer zones to protect the integrity of the floodplain.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing	Will consider as part of code update	2024	Staff Time	General Funds	2017 HMP: Effingham County Parks and Recreation Comprehensive Plan
1.3	N/A	NB-2	Natural and Beneficial Functions of Floodplains	Apply minimum buffer standards for river corridors.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	GIS		Ongoing	Will consider as part of code update	2024	Staff Time	General Funds	Effingham Comp Plan, 2017 HMP
1.3	6.4.1	NB-3	Natural and Beneficial Functions of Floodplains	Consider low impact development strategies to support the natural functions of floodplains to protect rivers, streams, and ponds.	Medium		Effingham County, Springfield, Guyton, Rincon	EOM	New	Ongoing	Will consider as part of code update	2024	Staff Time	General Funds	2017 HMP
1.3	5.2.3	NB-4	Natural and Beneficial Functions of Floodplains	Adopt DCA criteria for wetland protection.	Medium	Inland flooding	County, City Administration	Planning and Zoning	New	New	Will consider as part of code update	2024	Staff Time	General Funds	Effingham Comp Plan
3.3	6.1.8	PA-1	Preventative Actions	Coordinate Hazmat planning with new turpentine facility and other industrial facilities.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	County and Cities: EMA, Fire Department	New	Ongoing			Staff Time	General Funds	2017 HMP

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1.1		PA-2	Preventative Actions	Procure funding for backup systems for continued operations during weather events (generators, bypass pumps, redundancy, etc.).	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon			Ongoing					Effingham County Budget Book for FY 2023; 2017 HMP
2.2	6.2.2	PA-3	Preventative Actions	Seek training and updates on current policies and procedures regarding safety readiness.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: Human Resources	Ongoing	Ongoing	Working on updating the safety readiness program	2024	Staff Time	General Funds	2017 HMP
1.2	3.1.7	PA-4	Preventative Actions	Review Subdivision and Development ordinances for public safety concerns.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County, City Administration	Ongoing	Remove	Will consider as part of code update	2024	Staff Time	General Funds	2017 HMP
3.3	N/A	PA-5	Preventative Actions	Conduct quarterly HMP Planning Committee Meetings and encourage attendance to keep the plan current.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: EMA		New					HMP Planning Committee
2.2	6.1.2	PA-6	Preventative Actions	Provide basic level of training for all staff to be prepared to share responsibilities in emergency situations.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments (led by department heads)	Ongoing	Ongoing			Staff Time	General Funds	2017 HMP; HMP Planning Committee; Effingham County Community Wildfire Protection Plan
2.2; 4.1	N/A	PA-7	Preventative Actions	Maintain a code enforcement division.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments (led by department heads)	New	Ongoing	Building Inspector is also the code enforcement officer	2023			Effingham Comp Plan

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
4.2	3.1.9	PA-8	Preventative Actions	Proper naming and numbering of streets and addresses is critical to public safety and also promotes better service delivery. The county and cities should work together to develop a well-coordinated system for coordination of street names, subdivision names, and mapping efforts between the cities and the county.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	GIS Department, Tax Assessors	New	Ongoing	Continuing to work on improvements in this area	2024	Staff Time	General Funds	2017 HMP
1.1	5.1.3	PA-9	Preventative Actions	Continue to participate in the National Flood Insurance Program to protect existing and new developments, to ensure new buildings and infrastructure are not in harm's way, and to insure continued compliance with NFIP requirements.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	County: Planning Department, Guyton: Town Manager, Springfield: Erin Phillips as floodplain administrator, Rincon: City Manager	Ongoing	Ongoing	Continuously review new developments to ensure compliance with NFIP	Ongoing	Staff Time	General Funds	2017 HMP
All	N/A	PA-10	Preventative Actions	Explore activities to improve the Community Rating System classification to ultimately reduce flood insurance costs for residents. Effingham County: continue working towards new Community Rating System (CRS) requirements; Cities: Meet requirements to become a CRS community.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	County: Development Services (Teresa Concannon), Cities: Floodplain Administrators		New	Working on the CRS requirements	2025	Staff Time	General Funds	HMP Planning Committee
3.3	5.1.1	PA-11	Preventative Actions	Draft plan for county-wide drainage network and improvement program.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Stormwater Master Plan underway (Pond Engineering coordinated through Angela Stanley)	Deferred	Ongoing			\$2,000	SPLOST, General Funds	2017 HMP, Effingham Comp Plan, HMP Planning Committee
2.1	4.1.3	PA-13	Preventative Actions	Create a speakers' bureau for disaster-related topics that focus on mitigation and preparedness measures – do a pre-hurricane meeting.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: Emergency management	New	Ongoing			Staff Time	General Funds	2017 HMP

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.1	N/A	PA-14	Preventative Actions	Conduct periodic exercises to evaluate support function responsibilities.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA		New					Effingham County Emergency Operations Plan
1.3	N/A	PA-16	Preventative Actions	Expand and improve greenspace, set aside greenspace when development occurs.	High	Multi-hazard				Ongoing	The City continues to purchase green space or ask for green space to be set aside as part of Development Agreements or as a part of new developments	Ongoing			Effingham Comp Plan; Parks and Rec Comprehensive Plan
1.2; 3.1	N/A	PA-17	Preventative Actions	Review development standards and ordinances to ensure that low impact and sustainable development approaches are encouraged to reduce flooding potential and maintain community character.	High		Effingham County, Springfield, Guyton, Rincon	Development Services/Community Development/Planning and Zoning		Ongoing	Will consider as part of code update	2024	Staff Time	General Funds	Effingham Comp Plan
1.3	N/A	PA-18	Preventative Actions	Improve existing parks.	High	Multi-hazard		Parks and Recreation Department		New	Starting to discuss forming a Parks & Rec Committee to develop a Parks Master Plan	2025	Staff Time and Volunteer Hours	General Funds	Effingham County Budget Book for FY 2023; Effingham Parks & Rec
1.1	N/A	PA-19	Preventative Actions	Develop a critical facility maintenance and protection plan.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Facilities Maintenance		New					Effingham Comp Plan
3.3	N/A	PA-20	Preventative Actions	Improve coordination and integration of County, municipal, private-sector, and nongovernmental organization partners.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: all departments		New					Effingham Comp Plan; Effingham County EMA Public Awareness, Education, and Preparedness Program

Goal/ Objec- tive	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
3.3	3.1.8	PA-21	Preventative Actions	Adopt uniform addressing ordinance for existing buildings and road names.	High	Multi-hazard	Effingham County, Springfield (unsure about other cities)	County: GIS Manager; Springfield: Erin Phillips	Deferred	Ongoing	Planning and Fire Staff are working together on this	2025	Staff Time	General Funds	2017 HMP: HMP Planning Committee
2.1	1.1.3	PA-22	Preventative Actions	Encourage a review of the Comprehensive Plan by county and city officials and promote public awareness of and connectivity to the hazard mitigation plan.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: development services; Cities: community development, planning	New	Ongoing	In the process of starting to work on the 5 year update	Jul-24	Staff Time	General Funds	2017 HMP
3.3	N/A	PA-23	Preventative Actions	Conduct regular meetings with all water and sewer providers at once (EOM, county and cities). Include discussions about storm response at these meetings.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County and Cities: EOM, Public Works		New					HMP Planning Committee
1.3	N/A	PA-24	Preventative Actions	Explore adopting a conservation subdivision ordinance to promote or require the preservation of open space.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon			Ongoing	Will consider as part of code update	2024	Staff Time	General Funds	Effingham Comp Plan
1.1	1.2.3	PA-25	Preventative Actions	Assess the opportunity and effectiveness of updating development standards to require the placement of permanent marking of easements for underground utilities.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: Development Services; Cities: equivalent to Development Services	New	Ongoing	Will consider as part of code update	2024	Staff Time	General Funds	2017 HMP
1.1	N/A	PA-27	Preventative Actions	Pursue smart growth initiatives.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services		New	Will consider as part of code update	2024	Staff Time	General Funds	Effingham Comp Plan
1.1	N/A	PA-28	Preventative Actions	Steer growth toward existing infrastructure.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Development Services		New	Will consider as part of code update	2024	Staff Time	General Funds	Effingham Comp Plan

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
3.1	3.1.10	PA-29	Preventative Actions	Become a Firewise Community.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Remove			\$50,000	Grant Funds, Pre- Disaster Mitigation Funds	2017 HMP
1.3	3.5.2	PA-30	Preventative Actions	Maintain communities' awareness of water withdrawal needs and permitting to protect the aquifer.	High	Drought	Effingham County, Springfield, Guyton, Rincon	State (EPD)	New	Ongoing	Will continue to maintain awareness of this		Staff Time	General Funds	2017 HMP
1.1	N/A	PA-32	Preventative Actions	Acquire easements to allow for necessary maintenance.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon			New	The City continues to acquire easements as needed		Staff Time, Legal Assistance	General Funds	HMP Planning Committee
4.2	3.4.2	PA-33	Preventative Actions	Follow state recommendations for drought related actions.	Medium	Drought	Effingham County, Springfield, Guyton, Rincon	Code Enforcement	New	Ongoing	Ongoing		Staff Time	General Funds	2017 HMP
1.3	N/A	PA-34	Preventative Actions	Look for opportunity to acquire undeveloped land to create greenspaces and increase connectivity of green spaces.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon			Ongoing	Ongoing		Staff Time	General Funds	Effingham Comp Plan; Effingham County Parks and Recreation Comp Plan; Effingham County Budget Book for FY 2023
1.3	N/A	PA-35	Preventative Actions	Promote Community Clean-Up Days (cut, prune, mow vegetation in shared community spaces).	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	Public Information Officer		New	The City will work with the appropriate partners to develop a Community Clean-Up Days program	2024	Staff Time		Effingham County Community Wildfire Protection Plan

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
4.1	3.5.5	PA-36	Preventative Actions	Pursue Community Development Block Grants (CDBG) and other grants to extend water, sewer and reuse services, and wastewater treatment.	Medium		Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	New	The City pursues grants		\$50,000	Grant Funds, Pre-Disaster Mitigation Funds; General Funds	Effingham Comp Plan
1.1	N/A	PA-37	Preventative Actions	Maintain Capital Improvement Plan for water and sewer services.	Medium		Effingham County, Springfield, Guyton, Rincon	EOM		New					Effingham Comp Plan
1.3	N/A	PA-38	Preventative Actions	Explore joint parks projects with County and Springfield.	Medium	Multi-hazard				Ongoing					Effingham County Parks and Recreation Comprehensive Plan
1.2	N/A	PA-39	Preventative Actions	Encourage the use of green infrastructure stormwater practices such as bioswales, porous pavements, rain gardens, wetland buffers and other practices that leave existing natural features and ecosystems undisturbed.	Medium	Multi-hazard				New	Will consider as part of code update	2024	Staff Time	General Funds	Effingham Comp Plan
1.1	N/A	PA-40	Preventative Actions	Consider the local adoption of the Coastal Stormwater Supplement to the Georgia Stormwater Manual to promote green infrastructure practices for flood reduction and resiliency.	Medium	Multi-hazard				New	The City will consider the adoption of this supplement	2024	Staff Time		Effingham Comp Plan
2.3	5.2.11	PA-42	Preventative Actions	Consider strategies to disincentivize development in special flood hazard areas.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing	Ongoing		Staff Time	General Funds	HMP Planning Committee
3.2	1.1.1; 2.1.1; 6.1.7	PA-43	Preventative Actions	Implement Emergency Public Warning System.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred; Ongoing; Deferred	Ongoing	Deferred		\$250,000	Grant Funds, Pre-Disaster	2017 HMP

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
														Mitigation Funds	
3.1	5.3.1	PA-44	Preventative Actions	Develop a dam failure study and emergency action plan.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Remove	Action isn't applicable; County does not have any Class 1 dams.		Staff Time, \$15,000	General Funds, Pre- Disaster Mitigation Funds	2017 HMP
1.1	5.3.2	PA-45	Preventative Actions	Implement an inspection, maintenance, and enforcement program to help ensure continued structural integrity of dams and levees.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Remove	This doesn't fall under the County's jurisdiction; the County follows state guidelines.		Staff Time	General Funds	2017 HMP
1.3	6.3.1	PA-46	Preventative Actions	Seek funding to remove vegetative obstructions from the rivers within Effingham County.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director, County, City Administrations, Army Corps of Engineers	Deferred	Remove	Not applicable because it's DNR's jurisdiction, not the County's.				2017 HMP
1.3	6.3.4	PA-47	Preventative Actions	Seek funding to dredge portions of the river to increase water flow.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director, County, City Administrations	New	Remove	Not applicable because it is not in the County's scope.				2017 HMP

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.1	1.3.1	PA-48	Preventative Actions	Encourage protection of critical facilities and infrastructure from lightning damage with the following measures: Installing lightning protection devices and methods, such as lightning rods and grounding, on communications infrastructure and other critical facilities. Installing and maintaining surge protection on critical electronic equipment.	High	Severe Weather	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	increased grounding at tower sites, equipment all has lightning protection installed and surge protection (county side)	2023	Staff time, varies	Grant funds, Pre- Disaster Mitigation Funds	2017 HMP
1.1	1.3.2	PA-49	Preventative Actions	Install and maintain surge protection on critical electronic equipment.	High	Severe Weather	Springfield, Guyton, Rincon	Emergency Management Director; City Administrations	Deferred	Complete	increased grounding at tower sites, equipment all has lightning protection installed and surge protection (county side)	2023	\$50,000	Grant Funds, Pre- Disaster Mitigation Funds	2017 HMP
1.2	2.1.3	PA-50	Preventative Actions	Encourage the construction and use of safe rooms in homes and shelter areas of manufactured home parks, fairgrounds, shopping malls, and other vulnerable public structures.	High	Tornado	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Complete	this is required in mobile home ordinances (since 3 years ago)	2023	Staff Time	General Funds	2017 HMP
1.1	3.1.11	PA-51	Preventative Actions	Review building and zoning requirements and add, if necessary, regulations for a vegetative buffer to separate the urban interface.	Medium	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	New	Complete	setbacks, buffers etc	2023	Staff Time	General Funds	2017 HMP

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
3.1	3.4.1	PA-52	Preventative Actions	Develop a drought emergency plan.	Medium	Wildfires	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Deferred	Remove			General Funds, Pre-Disaster Mitigation Funds	General Funds, Pre-Disaster Mitigation Funds	2017 HMP
2.2	6.2.1	PA-53	Preventative Actions	Seek funding to provide radiation detection devices to emergency responders.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	Deferred	Remove			General Funds	General Funds	2017 HMP
1.1	N/A	PP-1	Property Protection	Examine existing codes and ordinances for fire safety: Amend codes and ordinances to provide better driveway access, increased visibility of house numbers, property stored firewood, minimum defensible space brush clearance, required Class A roofing materials and skirting around raised structures, planned maintenance of community lots.	High	Wildfires	Effingham County, Springfield, Guyton, Rincon	County and Cities: Fire Department	Ongoing	Ongoing					Effingham County Community Wildfire Protection Plan
2.3	5.1.6	PP-2	Property Protection	Encourage homeowners to install backflow valves to prevent reverse-flow flood damages.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Ongoing			Staff Time	General Funds	2017 HMP
2.2	5.2.11	PP-3	Property Protection	Provide assistance to citizens and businesses on potential mitigation actions to protect property in flood prone areas.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Planning Department	New	Ongoing	Will develop an education program	2024	Staff Time	General Funds	2017 HMP
1.1	1.2.5; 4.1.1	PP-4	Property Protection	Encourage subdivision requirements to place all utility lines underground.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County, City Administration	Ongoing; Ongoing	Ongoing	Will consider as part of code update	2024	Staff Time	General Funds	2017 HMP

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
2.1	N/A	PI-1	Public Information and Education	Expand and increase social media videos and outreach.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: EMA + public information coordinator		New	Will develop a regular social media and outreach plan	2024	Staff Time		HMP Planning Committee
2.1	3.3.6	PI-2	Public Information and Education	Provide hazard information and outreach materials to DFCS office/Health Dept. school registration offices, schools for open house events, real estate agents, chamber of commerce, local churches, child care centers, and utility notification letters to provide to the community.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA	New	New			\$50,000	Grant Funds, Pre-Disaster Mitigation Funds	HMP Planning Committee; Effingham Comp Plan; Effingham County EMA Public Awareness, Education, and Preparedness Program
2.3	2.1.2; 2.1.4	PI-3	Public Information and Education	Inform residents and businesses about individual and family emergency preparedness.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County: Emergency Management	Deferred; New	Ongoing			Staff Time	General Funds	2017 HMP; Effingham County EMA Public Awareness, Education, and Preparedness Program
2.1	1.1.2; 2.1.5; 4.1.2	PI-4	Public Information and Education	Organize an All-hazards community expo.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA, Development Services, Emergency Services, Public Information	New; New; New	New			Staff Time, \$6,000	General Funds, FEMA Grant Funds	HMP Planning Committee
2.1	N/A	PI-5	Public Information and Education	Organize informational presentations at group or club meetings.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	EMA		New					HMP Planning Committee
2.1	5.2.7	PI-7	Public Information and Education	Increase public awareness of wetland and flood zone sensitivity, and increase public awareness of hazards of buying or developing in a flood zone.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Planning and Zoning	New	New	Will develop an educational program	2024	\$5,000	General Funds	Effingham Comp Plan

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
2.1	3.5.4	PI-8	Public Information and Education	Increase public awareness of water conservation issues by publishing articles in the local newspaper and providing bulletins to local schools.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	Deferred	Ongoing			\$5,000	General Funds	2017 HMP
2.1	3.3.1, 3.3.2, 3.3.5	PI-9	Public Information and Education	Develop and distribute informational packets about wildland urban interface to increase public awareness of wildland fire interface issues.	High	Wildfires	Effingham County, Rincon	County: Fire Department; Rincon: Fire Department; GA Forestry Commission	Ongoing; Ongoing; New	Ongoing			\$20,000	Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP
2.1	5.2.6	PI-10	Public Information and Education	Educate citizens about GIS hazard mapping online services.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County GIS Director	Ongoing	Ongoing			Staff Time	General Funds	2017 HMP
1.3	3.5.1	PI-11	Public Information and Education	Educate the public on the value of water re-use for irrigation and implement strategies to reuse water county-wide.	Medium		Effingham County, Springfield, Guyton, Rincon	Public Information Officer	New	Ongoing			Staff Time	General Funds	2017 HMP
2.3	N/A	PI-12	Public Information and Education	Education and outreach for citizens regarding mitigation actions on their private property.	Medium	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	All: EMA, County: Development Services, Cities: equivalent to Development Services		New	Will develop an education and outreach program	2024	Staff Time	General Funds	Effingham County Community Wildfire Protection Plan
2.1	1.4.1	PI-14	Public Information and Education	Conduct outreach activities to increase public awareness of hail dangers, including: Mailing safety brochures with monthly water bills.	High	Severe Weather	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director	New	Complete	They do social media posts instead of mailings now; EMA Facebook pages puts this information out	2023	Staff Time, \$5,000	General Funds, Pre-Disaster Mitigation Funds	2017 HMP

Goal/ Objective	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
2.1	5.2.8	PI-15	Public Information and Education	Publicize a user-friendly, publicly-accessible repository for inquirers to obtain Flood Insurance Rate Maps.	Medium	Inland flooding	Effingham County, Springfield, Guyton, Rincon	Emergency Management Director; County GIS Director	New	Complete	DNR hosts a map that can be publicized on County website; digital and hard copies available in office.	2023	Staff Time	General Funds	2017 HMP
1.1	N/A	SP-1	Structural Projects	Expand roadway system and improve local road network.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon			New					Master Transportation Plan
1.1	5.2.5	SP-2	Structural Projects	Implement road and drainage improvement program. Improvement may include installation, re-routing, or increasing the capacity of a storm drainage system.	High	Multi-hazard	Effingham County, Springfield, Guyton, Rincon	County Administration	Deferred	Ongoing			\$10 million	SPLOST, One Georgia Authority	2017 HMP; Effingham County Budget Book for FY 2023
1.1	5.1.8; 5.2.10	SP-3	Structural Projects	Floodproof existing wastewater treatment plants, pump stations, and lift stations located in flood hazard areas; raise electrical components above base flood elevation.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	EOM	Deferred; New	Ongoing			\$175,000	General Funds, Grant Funds, Pre-Disaster Mitigation Funds	2017 HMP
1.1	N/A	SP-4	Structural Projects	Complete lift station pump upgrades.	High	Inland flooding	Effingham County, Springfield, Guyton, Rincon	EOM		New					Effingham Comp Plan; Effingham County Budget Book for FY 2023

Goal/ Objec- tive	2017 HMP Action #	Action #	CRS Category	Action	Priority (Average)	Hazard Addressed	Municipality Responsible	Implementation Responsibility/ Department	2017 Status	2023 Status	Status Notes	Estimated Year of Completion	Estimated Cost	Potential Funding Source	Source
1.1	6.1.1	SP-5	Structural Projects	Improve infrastructure along routes used for transportation of Hazardous Materials i.e. Highways and railroad crossings.	High	Hazardous material spill	Effingham County, Springfield, Guyton, Rincon		Ongoing	Ongoing					2017 HMP
1.1	N/A	SP-7	Structural Projects	Update water and sewer infrastructure to accommodate growth.	High		Effingham County, Springfield, Guyton, Rincon			Ongoing					Effingham Comp Plan; Effingham County Budget Book for FY 2023
1.1	1.2.2	SP-8	Structural Projects	Seek grants to move existing utility lines and fiber optic lines underground.	Medium	Multi- hazard	Effingham County, Springfield, Guyton, Rincon	County: Grant Writer (Finance Department)	Deferred	Ongoing			\$250,000	General Funds, FEMA funds, grants	2017 HMP

8.0 PLAN MAINTENANCE



What information will I find in this chapter?

Chapter Eight discusses how each community will continue public participation in the plan maintenance process and includes a description of the method and schedule for keeping the plan current. (Requirements 44 CFR § 201.6(c)(4)(iii) and (i)).

Table 8-1: Chapter 8 Summary of Changes

Chapter 8 Sections	Updates to Section
Monitoring the Plan	Updated with new quarterly meeting schedule
Evaluating the Plan	Updated with new quarterly committee meeting schedule
Updating the Plan	Updated to reflect new quarterly committee meeting schedule
Public Participation	Expanded on from 2017 HMP
Integrating the Plan	Updated to include planning mechanisms

Hazard Mitigation Plans are intended to serve as living documents. In order to be impactful, they must be regularly updated to reflect the current state of hazards, vulnerabilities, goals, strategies, and public sentiment. The three main components of plan maintenance are: *monitoring*, *evaluating*, and *updating* the plan.

Included in this chapter is a multi-pronged strategy to keep the Hazard Mitigation Plan as effective as possible at all times. Monitoring, evaluating, and updating the plan will be intertwined with public engagement, integration with other planning mechanisms, and plan implementation. These processes will all run on a quarterly schedule with the expectation of coordination and collaboration between the different processes and the collaboration of all of Effingham County, including unincorporated Effingham County and the Cities of Rincon, Guyton, and Springfield.

D2-a

8.1 Monitoring the Plan

Effingham County's Emergency Management Agency (EEMA) will take ownership of monitoring the plan. This office will take the lead on both tracking the progress of the plan and sharing this progress

with the public. This office will make monitoring information publicly available, notify the public when new information has been posted or updated, and provide the public with opportunities to give input on this information. See Section 8.4: Public Participation for further details.

To track progress, EEMA will coordinate quarterly check-ins. In the first and third quarters of each subsequent year after the plan's approval, EEMA will send out notices to the Planning Committee and other partners responsible for plan implementation. The notice will include a shared document where all committee members can collaborate to track progress, document hazard impacts, and identify future projects. The collaborative updates by the responsible parties will provide written documentation of progress, document new hazards and problem areas, and will help to capture institutional knowledge. The information collected throughout the year will be used to develop an annual progress report. In the second two quarters of each year, EEMA will schedule group meetings with the Planning Committee and other responsible parties for coordination and planning purposes. The second and fourth meetings every year will coincide with most departments annual budgetary efforts. Guyton and Effingham County's budgets follow the fiscal year (June 1), while Rincon and Springfield follow the calendar year (January 1). Through the regular check-ins, priorities will also be updated or amended to meet the priorities of the current leadership and public input.

D2-b

8.2 Evaluating the Plan

The EEMA will regularly evaluate the plan along with the Planning Committee, made up of the same representatives that were involved in the 2023 HMP update. Members include representatives from the County, the Cities, community groups, local environmental groups, non-profits, local experts, and others who will provide a wide range of perspectives and experiences. New members may include other partners responsible for plan implementation. The County will make information on plan effectiveness publicly available and seek evaluation input from the public through engagement activities (see Section 8.5 for details).

The Planning Committee will meet regularly to discuss the effectiveness of goals, mitigation actions, and specific priority projects undergoing implementation. The group will look at relevant data, metrics, and anecdotal evidence to determine how well the plan is performing and what adjustments need to be made. Adjustments could include re-prioritization of projects, integrating with other planning processes more effectively, adding new data to climate projections, etc.

The Planning Committee will meet quarterly to evaluate the effectiveness of the plan. Two of those meetings will occur alongside plan monitoring (during the second two quarters). The County will continue to evaluate the plan internally on a regular basis. The Planning Committee may also be called to meet after a major event or storm to evaluate the effectiveness of the plan.

D2-c

8.3 Updating the Plan

The EEMA will update the Hazard Mitigation Plan in accordance with the federally-required five-year cycle and take the necessary steps during the five years to keep the plan up to date throughout this period.

It is recommended that the EEMA initiate a comprehensive update to the Hazard Mitigation Plan at least 18 months prior to this plan's expiration. This generally includes;

- Re-engaging and expanding the planning team
- Confirming FEMA's and GEMA's most recent requirements and guidance
- Gathering updated information and relevant documents
- Initiating an outreach and engagement process
- Undertaking the planning steps to prepare required Hazard Mitigation Plan sections
- Completing and reviewing the draft Plan and submitting for approval

At a minimum, the Hazard Mitigation Plan should be revisited after any major disaster event or if new conditions significantly change risk.

The County will use the evaluation and monitoring information described above to update the plan. Project prioritization, mitigation action, and overall goals may be updated throughout the five years to remain in line with the latest information. The Planning Committee and EEMA will attend evaluation and monitoring quarterly meetings to record changes and incorporate them into the updated plan.

D1-a

8.4 Public Participation

Public engagement is a critical part of the plan maintenance process. Public input, education, and support are crucial to ensuring that the plan is effective, equitable, and impactful. A coordinated public engagement effort will be led by the EEMA. Below are four categories of engagement activities that will solicit different types of results.

Public Education activities are solely focused on transparency and providing the public with all information regarding the monitoring, evaluation, and implementation of the Plan.

Public Input activities are focused on soliciting feedback, ideas, concerns, and other input. These activities will aim to have as wide a reach as possible and gather feedback from all groups, particularly those who are most affected by hazards and those whose voices are not always heard in public settings.

Active Engagement refers to the creation of new entities which will work independently to study the effectiveness, performance, and equity of the HMP as it goes through maintenance, implementation, and integration with other planning mechanisms. These entities will work on behalf of the public and in collaboration with the Cities.

Reactionary Engagement refers to activities that directly follow a large storm or event. These activities will be particularly concerned with the safety of residents, performance of projects, and impacts on vulnerable groups.

Below are activities in each of these categories that the County will undertake.

Public Education: Website updates, flyers, StoryMaps, presentations, social media posts, up to date GIS maps and data

Public Input: Workshops, surveys, public meetings, presence at public events, public comments, interactive maps, Survey123 App Data Collection (can be ongoing), interviewing community groups or local experts

Active Engagement: Taskforce/steering committee, community group involvement, student groups

Reactionary Engagement: Surveys, public meetings, door-knocking

The County is committed to developing equitable and impactful public engagement and plan maintenance programs. This means that greater attention will be paid to those who are most vulnerable to hazards and who do not have as many pathways for making their needs and opinions heard. The following steps will be taken to ensure that the HMP and its maintenance will be equitable.

Population: Identify vulnerable and underserved groups (i.e. people with varying abilities, people experiencing homelessness, immunocompromised people)

Projects/issues: Identify issues or projects that are most valuable to them (through soliciting input or interviewing community groups/local experts)

Actions: Incorporate findings into the implementation, monitoring, evaluation, updating of the plan, and integration with other planning processes. The monitoring and evaluation teams will be responsible for incorporating this information.

Public engagement activities will align with the quarterly evaluation, monitoring, and plan update meetings as well as with large storms or events.

D3-a

8.5 Integrating the Plan

D3-b

In order to be impactful, the HMP must be effectively integrated into other planning mechanisms. This will increase co-benefits of hazard mitigation projects, streamline planning and implementation activities, and help secure funding for HMP projects.

D3-c

Integration will be a topic of discussion at every quarterly update meeting. HMP principles, information, mitigation actions, goals, and other outcomes will be integrated into a set of planning mechanisms, listed below. At each meeting, there will be an update on the progress of integration into these planning mechanisms and a discussion of other planning mechanisms that should be included in integration for each jurisdiction. Many planning mechanisms are county-wide, and thus coordination will occur across all jurisdictions and the County. Each jurisdiction also has individualized planning mechanisms, which will be discussed during the quarterly update meeting so as to streamline the integration process within each community.

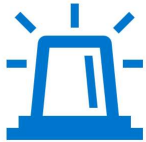
Integrating the ideas, information, and strategy of a mitigation plan into other planning mechanisms can be achieved through plan integration. Plan integration involves a two-way exchange of information and incorporation of ideas and concepts between hazard mitigation plans and other planning mechanisms. Some ways the County of Effingham and Cities of Guyton, Rincon, and Springfield can integrate the ideas, information, and strategy of a mitigation plan into other planning mechanisms are:



Building and Zoning Regulations: The local hazard mitigation plan can integrate with building and zoning regulations to ensure that new construction and development are designed to withstand potential hazards.



Community Plans: Community planning mechanisms can be integrated into hazard mitigation plans to ensure that community needs and concerns are considered when developing hazard mitigation strategies.



Emergency Management Planning: The local hazard mitigation plan can integrate with the emergency management planning to ensure that hazard mitigation strategies are coordinated with emergency response efforts.



Partnerships: Developing strong partnerships between planners and emergency managers can help to fully integrate land use and hazard planning efforts.

9.0 PLAN ADOPTION

F2-a



What information will I find in this chapter?

Chapter Nine documents that the governing body of each jurisdiction has formally adopted the plan to be eligible for certain FEMA assistance. (Requirement 44 CFR 201.6(c)(5))

EXAMPLE ADOPTION LANGUAGE

A RESOLUTION OF EFFINGHAM COUNTY ADOPTING THE 2023 REGIONAL HAZARD MITIGATION PLAN UPDATE

WHEREAS the Board of Commissioners recognizes the threat that natural hazards pose to people and property within Effingham County; and

WHEREAS Effingham County has prepared a multi-hazard mitigation plan, hereby known as the Effingham County 2023 Regional Hazard Mitigation Plan Update, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the Effingham County 2023 Regional Hazard Mitigation Plan Update identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Effingham County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Board of Commissioners demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Effingham County 2023 Regional Hazard Mitigation Plan Update; now therefore be it

Resolved: That in accordance with the charter and ordinances of Effingham County, the Board of Commissioners adopts the Effingham County 2023 Regional Hazard Mitigation Plan Update. While content related to Effingham County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Effingham County to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

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Staff Report

Subject: Approval of Contract 23-REQ-037 with Peek Pavement for the LMIG 2023 SAP Roadway Restriping & Signage

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: December 5, 2023

Item Description: Contract 23-REQ-037 with Peek Pavement for the LMIG 2023 SAP Roadway Restriping & Signage

Summary Recommendation: Staff recommends approval of Contract 23-REQ-037 with Peek Pavement for the LMIG 2023 SAP Roadway Restriping & Signage in the amount of \$225,163.84

Executive Summary/Background:

- Staff published an invitation to bid for the 2023 LMIG SAP Roadway Restriping & Signage which included sections of Long Landing Road, Rahn Station Road, Courthouse Road, Shawnee Egypt Road, Midland Road, and an Alternate.
- Only one submittal was received and that was Peek Pavement Marking, LLC.
- Staff and EOM personnel have reviewed and recommend award. There will be a future change order on this project to meet the LMIG funding requirements. In an effort to not delay the project due to the two (2) cancelled BOC meetings, staff would like to move forward with award.

Alternatives for Commission to Consider

1. Approval of Contract 23-REQ-037 with Peek Pavement for the LMIG 2023 SAP Roadway Restriping & Signage in the amount of \$225,163.84
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EOM, Purchasing

Funding Source: LMIG funds, budget amendment may be necessary

Attachments: Peek Pavement Contract 23-REQ-037

SELECTED VENDOR TOTALS

Vendor	Total
PEEK PAVEMENT MARKING, LLC	\$225,163.84

LOG LANDING ROAD (9,293 LF)

LOG LANDING ROAD (9,293 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$1,950.00	\$1,950.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	18586	LF	\$0.17	\$3,159.62
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	16840	LF	\$0.17	\$2,862.80
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	1176	LF	\$0.12	\$141.12
X	564-1001	RAISED PVMT MARKERS, TP 1	466	EA	\$4.00	\$1,864.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	65	SF	\$23.00	\$1,495.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	175	SF	\$23.00	\$4,025.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	20	SF	\$24.00	\$480.00
X	636-2070	GALV STEEL POSTS, TP7	25	EA	\$145.00	\$3,625.00
Total						\$19,602.54

RAHN STATION ROAD (18,269 LF)

RAHN STATION ROAD (18,269 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$3,850.00	\$3,850.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	36538	LF	\$0.17	\$6,211.46
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	29025	LF	\$0.17	\$4,934.25
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	6055	LF	\$0.12	\$726.60
X	653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	2	EA	\$500.00	\$1,000.00
X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	80	LF	\$9.00	\$720.00
Total						\$17,442.31

COURTHOUSE ROAD (20,985 LF) CONIFER TO MIDLAND

COURTHOUSE ROAD (20,985 LF) Conifer to Midland					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$4,400.00	\$4,400.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	41970	LF	\$0.17	\$7,134.90

X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	13938	LF	\$0.17	\$2,369.46
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	18188	LF	\$0.12	\$2,182.56
X	564-1001	RAISED PVMT MARKERS, TP 1	804	EA	\$4.00	\$3,216.00
X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	16	LF	\$9.00	\$144.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	75	SF	\$23.00	\$1,725.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	275	SF	\$23.00	\$6,325.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	32	SF	\$24.00	\$768.00
X	636-2070	GALV STEEL POSTS, TP7	54	EA	\$145.00	\$7,830.00
Total						\$36,094.92

SHAWNEE EGYPT ROAD (21,840 LF)						
SHAWNEE EGYPT ROAD (21,840 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$4,575.00	\$4,575.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	43680	LF	\$0.17	\$7,425.60
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	14090	LF	\$0.17	\$2,395.30
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	18080	LF	\$0.12	\$2,169.60
X	564-1001	RAISED PVMT MARKERS, TP 1	1092	EA	\$4.00	\$4,368.00
X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	22	LF	\$9.00	\$198.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	30	SF	\$23.00	\$690.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	120	SF	\$23.00	\$2,760.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	9	SF	\$24.00	\$216.00
X	636-2070	GALV STEEL POSTS, TP7	57	EA	\$145.00	\$8,265.00
Total						\$33,062.50

MIDLAND ROAD (44,194 LF)						
MIDLAND ROAD (44,194 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$9,275.00	\$9,275.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	88388	LF	\$0.17	\$15,025.96
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	19689	LF	\$0.17	\$3,347.13
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	36754	LF	\$0.12	\$4,410.48
X	564-1001	RAISED PVMT MARKERS, TP 1	1411	EA	\$4.00	\$5,644.00

X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	22	EA	\$9.00	\$198.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	150	SF	\$23.00	\$3,450.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	250	SF	\$23.00	\$5,750.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	64	SF	\$24.00	\$1,536.00
X	636-2070	GALV STEEL POSTS, TP7	85	EA	\$145.00	\$12,325.00
Total						\$60,961.57

ALTERNATIVE

ALTERNATIVE					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	653-1501	5 IN SOLID WHITE THERMOPLASTIC STRIPE	0	LF	\$0.52	\$0.00
X	653-1502	5 IN SOLID YELLOW THERMOPLASTIC STRIPE	0	LF	\$0.52	\$0.00
X	653-3502	5 IN SKIP YELLOW THERMOPOASTIC STRIPE	0	LF	\$0.45	\$0.00
ALTERNATIVE					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	-	FLASHING BEACON (RED) W/ SOLAR PANEL & POLE	0	EA	\$6,750.00	\$0.00
X	-	FLASHING BEACON (YELLOW) W/ SOLAR PANEL & POLE	6	EA	\$6,750.00	\$40,500.00
X	-	48" LED ENHANCED STOP SIGN W/ SOLAR PANEL & POLE	0	EA	\$6,290.00	\$0.00
X	-	48" LED ENHANCED STOP SIGN, FLASHING BEACON (RED) W/ SOLAR PANEL & POLE	2	EA	\$8,750.00	\$17,500.00
Total						\$58,000.00

INVITATION FOR BID

23-REQ-037

2023 LMIG SAP ROADWAY RESTRIPIING & SIGNAGE



Effingham County
804 S Laurel Street
Springfield, GA 31329

Effingham County
INVITATION FOR BID

23-REQ-037

2023 LMIG SAP Roadway Restriping & Signage

I. AGREEMENT

1. AGREEMENT

1.1. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

23-REQ-0372023 LMIG SAP Roadway Restriping & Signage

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and PEEK PAVEMENT MARKING, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

1.2. Article 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work will consist of an estimated 21.7 miles of roadway striping, RPM installation, rumble strips and traffic signage at various locations in the Unincorporated Area of Effingham County.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 23-REQ-037, 2023 LMIG SAP Roadway Restriping & Signage

1.3. Article 2 - ENGINEER

2.01. The Project has been designed by Effingham County Engineering Department’s Consultant, Effingham County Board of Commissioners/EOM, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

1.4. Article 3 - CONTRACT TIMES

3.01. Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Days to Achieve Completion and Final Payment

The Work will be completed within 90 calendar days from receipt of a Notice Proceed.

1.5. Article 4 - LIQUIDATED DAMAGES

4.01. Contractor and Owner recognize that time is of the essence as stated in preceding Paragraph and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph above entitled "Contract Times" for Completion until the Work is complete.

1.6. Article 5 - CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to \$225,163.84, an amount determined pursuant to the fee proposal submitted by the Contractor for 23-REQ-037.

1.7. Article 6 - PAYMENT PROCEDURES

6.01. Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02. Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in the following section 6.02.A.1 immediately following as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above, titled Liquidated Damages.

a. **95** percent of Work completed (with the balance being retainage). The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the A/E; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03. Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

1.8. Article 7 - INTEREST

7.01. All moneys not paid when due as provided in The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.

1.9. Article 8 - CONTRACTOR'S REPRESENTATIONS

8.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.10. Article 9 - CONTRACT DOCUMENTS

9.01. Contents

A. The Contract Documents consist of the following:

1. This Agreement, all pages inclusive
2. General Conditions, as listed in 23-REQ-037 document
3. Supplemental Conditions, as listed in 23-REQ-037 document
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda not applicable
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award .

- b. Notice to Proceed.
- c. Work Change Directives.
- d. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this CONTRACTS DOCUMENTS section.

D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

A Field Order;

- 1. A/E's approval of a Shop Drawing or Sample; or
- 2. A/E's written interpretation or clarification.

1.11. Article 10 - COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

1.12. Article 11 - INDEMNIFICATION

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

1.13. Article 12 - INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor

agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

1.14. Article 13 - MISCELLANEOUS

13.01. Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

13.02. Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03. Successors and Assigns

A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04. Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05. Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and

open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: _____
Title: Chairman

Attest: _____
Title: County Clerk

Address for giving notices:
804 S. Laurel Street
Springfield, GA 31329

CONTRACTOR:

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

SELECTED VENDOR TOTALS

Vendor	Total
PEEK PAVEMENT MARKING, LLC	\$225,163.84

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X	564-1001	RAISED PVMT MARKERS, TP 1	804	EA	\$4.00	\$3,216.00
X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	16	LF	\$9.00	\$144.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	75	SF	\$23.00	\$1,725.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	275	SF	\$23.00	\$6,325.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	32	SF	\$24.00	\$768.00
X	636-2070	GALV STEEL POSTS, TP7	54	EA	\$145.00	\$7,830.00
Total						\$36,094.92

SHAWNEE EGYPT ROAD (21,840 LF)						
SHAWNEE EGYPT ROAD (21,840 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$4,575.00	\$4,575.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	43680	LF	\$0.17	\$7,425.60
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	14090	LF	\$0.17	\$2,395.30
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	18080	LF	\$0.12	\$2,169.60
X	564-1001	RAISED PVMT MARKERS, TP 1	1092	EA	\$4.00	\$4,368.00
X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	22	LF	\$9.00	\$198.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	30	SF	\$23.00	\$690.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	120	SF	\$23.00	\$2,760.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	9	SF	\$24.00	\$216.00
X	636-2070	GALV STEEL POSTS, TP7	57	EA	\$145.00	\$8,265.00
Total						\$33,062.50

MIDLAND ROAD (44,194 LF)						
MIDLAND ROAD (44,194 LF)					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	150-1000	TRAFFIC CONTROL	1	LS	\$9,275.00	\$9,275.00
X	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	88388	LF	\$0.17	\$15,025.96
X	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	19689	LF	\$0.17	\$3,347.13
X	652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	36754	LF	\$0.12	\$4,410.48
X	564-1001	RAISED PVMT MARKERS, TP 1	1411	EA	\$4.00	\$5,644.00

X	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24IN, WHITE	22	EA	\$9.00	\$198.00
X	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP3	150	SF	\$23.00	\$3,450.00
X	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP9	250	SF	\$23.00	\$5,750.00
X	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP11	64	SF	\$24.00	\$1,536.00
X	636-2070	GALV STEEL POSTS, TP7	85	EA	\$145.00	\$12,325.00
Total						\$60,961.57

ALTERNATIVE

ALTERNATIVE					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	653-1501	5 IN SOLID WHITE THERMOPLASTIC STRIPE	0	LF	\$0.52	\$0.00
X	653-1502	5 IN SOLID YELLOW THERMOPLASTIC STRIPE	0	LF	\$0.52	\$0.00
X	653-3502	5 IN SKIP YELLOW THERMOPOASTIC STRIPE	0	LF	\$0.45	\$0.00
ALTERNATIVE					PEEK PAVEMENT MARKING, LLC	
Selecte d	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	-	FLASHING BEACON (RED) W/ SOLAR PANEL & POLE	0	EA	\$6,750.00	\$0.00
X	-	FLASHING BEACON (YELLOW) W/ SOLAR PANEL & POLE	6	EA	\$6,750.00	\$40,500.00
X	-	48" LED ENHANCED STOP SIGN W/ SOLAR PANEL & POLE	0	EA	\$6,290.00	\$0.00
X	-	48" LED ENHANCED STOP SIGN, FLASHING BEACON (RED) W/ SOLAR PANEL & POLE	2	EA	\$8,750.00	\$17,500.00
Total						\$58,000.00

Staff Report

Subject: Approval of Proposal from Cogdell Mendrala Architects for Design Services

Author: Alison Bruton, Purchasing Agent

Department: ECSO/Magistrate

Meeting Date: December 5, 2023

Item Description: Proposal from Cogdell Mendrala Architects for Design Services

Summary Recommendation: Staff recommends approval of the Proposal from Cogdell Mendrala Architects for Design Services for the ECSO Training Facility and Magistrate Court.

Executive Summary/Background:

- Cogdell Mendrala Architects is on the Effingham County IDC list. With guidance from Albeck Group, staff requested a proposal from Cogdell Mendrala for design services. This facility will serve as a training space for ECSO as well as Magistrate Court services.
- This proposal includes the development of the contract documents (plans, details, specs), and assistance with the bidding and contract administration for construction. The NTE fee proposed is \$494,000.00, which includes a \$6,500 NTE reimbursable allotment and three (3) lump sum services:
 - Topographical Survey with Utility Locates - \$14,350
 - Geotechnical Investigation - \$10,500
 - Programming - \$18,375
- This proposal has been reviewed by staff and Albeck personnel and all recommend award.

Alternatives for Commission to Consider

1. Approval of Proposal from Cogdell Mendrala Architects for Design Services in the amount of \$494,000.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, CIP Manager, Albeck Group

Funding Source: SPLOST, budget amendment will be necessary

Attachments: Proposal from Cogdell Mendrala Architects

October 23, 2023 **(Rev 11/17/2023)**

Mr. Slade Helmly, Program Manager
Albeck Group

Subject: Effingham County Sheriff's Office Training Facility & Magistrate Court

Re: Design Services Proposal

Dear Mr. Helmly:

Thank you for the opportunity to submit a proposal for Design Services for the above referenced project. Under this agreement Cogdell & Mendrala Architects, PC (CMA) proposes to assist in providing documentation required for the scope of work described below.

I. SCOPE OF WORK

- A. Develop Architectural Contract Documents and assist during the Bidding and Contract Administration phases for the ±15,000 SF addition of a Sheriff's Office Training Facility & Magistrate Court located at the Effingham County Sheriff's Office, 130 First St Ext, Springfield, Georgia.
- B. Services to be provided:
 - 1. Provide plans, details, and specifications for the facility as listed above. The design scope will include Architectural services, Interior Design, Programming, Structural Engineering, Fire Protection Design, Mechanical Engineering, Plumbing Engineering, Electrical Engineering, Telecommunications Design, Civil Engineering, Site Surveying, Geotechnical Services, Landscaping Design services, Special Inspections & Testing Services, and NPDES Inspections.
 - 2. See Program Manager provided exhibits regarding preliminary anticipated scoping of the facility.
 - 3. Provide design trips as follows:
 - a. Programming will provide an allotment of up to four (4) design meetings
 - b. During design a total of four (4) site visits to verify existing conditions and a total of six (6) design meetings.
 - 4. Delivery Method: Design-Bid-Build.
 - a. Assist during bidding in responding to questions and RFIs pertaining to the drawings and/or specifications.
 - 5. Contract Administration (CA):
 - a. CA shall include a total of twenty-six (26) site visits to observe construction and a total of twenty-four (24) Owner/Architect/Contractor meetings. It is assumed that site visits and OAC meetings will be conducted simultaneously. This estimate assumes a maximum of a twelve (12) month construction period.

II. EXCLUSIONS AND ASSUMPTIONS

- A. The design of any areas outside of those described in Basic Services above are excluded.

Effingham County Sheriff's Office Training Facility & Magistrate Court – Design Services Proposal
October 23, 2023 (Rev 11/17/2023)

Page 2 of 5

- B. The design services assume the following design phases Schematic Design, Design Development, and Construction Documents. A half-size set of drawings will be produced for the Owner at each phase.
- C. The design services do not include Commissioning Services, Wetlands Delineation or Permitting Services, Irrigation Design, Offsite Utility Extension Services, Traffic Study, and Utility Encroachment Design/Permitting, Special Inspections & Testing, Site Lighting Design.
- D. Audio/Visual Design Consultation is not included in the base fee.
- E. The design services do not include FF&E selection and/or purchasing.
- F. The design services do include cost estimating services.
- G. The design services do include interior design services.
- H. Full Architectural Programming services of the facility are included in the base fee.
- I. The design services do not include a digital building model as a deliverable. As-built documents will be provided in AutoCAD format.
- J. The design services shall include typical design compliance with industry standards and building code compliance. Owner shall assist and provide final review of any other specialized requirements or certifications.
- K. It is understood that the Architects and their Consultants internal standards may exceed the Owners requirements.
- L. It is understood that all permitting fees shall be paid by the Owner.
- M. The Architect's proposed fee is contingent on the Owner's acceptance of the proposed design schedule.
- N. Accelerated services are excluded from this agreement.
- O. It is assumed that the Owner's sustainability objective is meeting code minimum requirements.
- P. The Architect makes no assurances that the items identified as the scope of work will all be able to be accommodated under the established stated cost of limitation or stated probable construction cost. It is understood that the design intent is to design to the SCL and to incorporate alternates as tools to manage the project budget. Per industry standards the alternates shall be valued at approximately 5% of the project budget.

III. DELIVERABLES

- A. Cogdell & Mendrala Architects, PC will furnish the Client one set of reproducible drawings and specifications of the Contract Documents to be used by the Client for reproduction as needed.
- B. Architect will furnish two (2) digital exterior renderings, revised once per phase, to depict design.

IV. STATED COST LIMITATIONS

- A. Owner's Stated Cost Limitations have not been expressed at this time.
- B. Probable Construction Cost:
 - 1. ± \$5,250,000.00
 - 2. Estimated probable cost does not include the Owner's contingency.
 - 3. Estimate considered size, scope, location of the project and the current bidding conditions.
 - 4. Estimate assumes receiving bids from at least four (4) qualified General Contractors.
 - 5. Estimate Assumes General Contractors to receive bids from at least four (4) qualified Subcontractors per trade.
 - 6. Current market volatility allows for no cost guarantees.
- C. Further development is required to understand full scope of project. Design team will establish cost model at conceptual design to refine scope of project moving forward to ensure that the project remains in budget.

Effingham County Sheriff's Office Training Facility & Magistrate Court – Design Services Proposal
 October 23, 2023 **(Rev 11/17/2023)**
 Page 3 of 5

V. PROPOSED FEE

- A. Cogdell & Mendrala Architects, PC will provide basic design services based on a not to exceed hourly basis of \$450,775.00 (Four-Hundred & Fifty Thousand, Seven Hundred & Seventy-Five Dollars) for the services identified above.
 1. Fee includes \$6,500.00 (Six Thousand & Five Hundred Dollars) not to exceed reimbursable allotment.
 2. If the scope of the project expands beyond the preliminary budget, the base fee will be reevaluated and potentially amended commensurately.
 3. The following additional services have been identified as services the design team will provide at lump sum agreements:
 - a. Topographical Survey w/ Utility Locate: \$14,350.00
 - b. Geotechnical Investigation: \$10,500.00
 - c. Programming: \$18,375.00
- B. The total fee for base services and identified additional services is \$494,000.00 (Four-Hundred & Ninety-Four Thousand Dollars).

VI. CHANGES IN SCOPE

- A. Items shown to be included in the scope of work are based on our knowledge of the project to date. It is possible that, as work progresses, there may be Owner required revisions that become necessary, but were not included in this proposal. Performing any other service, within the Architect's area of practice, other than those listed herein will be considered Additional Services.
- B. Any significant changes to the Architectural plan, after commencement of the Architectural work, will result in Additional Services.
- C. The Architect will perform the additional service on an hourly or hourly not to exceed basis using the rates published herein.
- D. A written amendment describing the scope of the additional service, time frame for making the changes and fee cap, if applicable, is required prior to proceeding.
- E. Construction administration fees for design and administration of Change Orders that require design or redesign activities shall be as follows:
 1. 5% for design and 3% for Construction Contract Administration multiplied by the cost of the work of the change, unless the Owner and Design Professional agree that the fee is not commensurate with the services required, in which case payment shall be based on the hourly rates plus reimbursable expenses.

VII. HOURLY RATES

- A. Our current hourly rates are:
 1. Principal Architect: \$180.00
 2. Registered Interior Designer \$180.00
 3. Registered Architect \$150.00
 4. Roofing Consultant* \$135.00
 5. Project Manager \$120.00
 6. Project Designer \$105.00
 7. Architectural Intern \$ 90.00
 8. CADD Technician \$ 85.00
 9. Clerical \$ 70.00

* Roofing Consultant is IIBEC Roofing Consultant & IIBEC Registered Roofing Observer.

- B. Consultant hourly rates can be provided by request.
- C. The hourly rates are current as of the date of this proposal but are typically adjusted each year. For all hourly basis fee arrangements, invoices will be based on the prevailing rates at the time work is performed.
- D. Reimbursable expenses are included as an allotment in basic services and include expenses incurred by the Architect and the Architect's consultants directly related to the project. A 5% markup will be included for expenses incurred for printing and shipping.
 - 1. Reimbursable Expenses include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - a. Transportation and authorized out-of-town travel and subsistence;
 - b. Permitting and other fees required by authorities having jurisdiction over the Project;
 - c. Printing, reproductions, plots, and standard form documents;
 - d. Postage, handling, and delivery;
 - e. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - f. Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - g. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
 - h. All taxes levied on professional services and on reimbursable expenses;
 - i. Site office expenses;
 - j. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
 - k. Other similar Project-related expenditures.

II. PAYMENT

- A. Fees will be invoiced monthly as work progresses and are due within thirty (30) days of the invoice date. It is our understanding that payment will be made upon receipt of a correct invoice with all required documentation and acceptance of all work or services billed thereunder by the Owner.
- B. Owner has requested that invoice on basic scope of services be done as hourly.
- C. Should the project be terminated prior to completion, the Architect shall be paid to the level to which the work has been completed.

This quote is valid for 60 days from the date of the proposal. If the fee is acceptable, please sign and attach it as an exhibit to the Agreement to be executed.

We appreciate your consideration in procuring our services and look forward to your response.

Respectfully yours,



Eric J. McManus, AIA, NCARB
Design Principal

Attachment: N/A

Authorized Signature of Acceptance of Fee Proposal

Date

Staff Report

Subject: Approval of Change Order 2 for McWright LLC for Contract 23-ITB-031

Author: Alison Bruton, Purchasing Agent

Department: EMS/Prison

Meeting Date: December 5, 2023

Item Description: Approval of Change Order 2 for McWright LLC

Summary Recommendation: Staff recommends approval of CO2 in the amount of \$2,179.00 for McWright LLC for Contract 23-ITB-031 – EMS and Prison Maintenance Building Construction/Renovation

Executive Summary/Background:

- McWright LLC was awarded contract 23-ITB-031 for the renovation/expansion of the EMS Headquarters and construction of the Prison Maintenance building. Albeck Group, LLC is assisting Effingham County in the project management.
- Change Order 1 included four (4) change order requests since the beginning of the construction. COR1 was denied by the County with Albeck's input (request for a door swap and time extension). COR2, 3, and 4 were approved for a total of \$12,081.00
- Change Order 2 includes COR6 which was requested by staff to move the electrical service for the sign to the other side of the drive. The total for this request is \$2,179.00.
- Original Contract Price: \$2,942,170.00
- Change Order 1: \$12,081.00
- Change Order 2: \$2,179.00
- Updated Contract Price: \$2,956,430.00

Alternatives for Commission to Consider

1. Approval of CO2 in the amount of \$2,179.00 for McWright LLC for Contract 23-ITB-031 – EMS and Prison Maintenance Building Construction/Renovation
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Albeck Group, LLC., County Manager, Project Manager

Funding Source: SPLOST

Attachments: Change Order 2 and supporting documentation

Change Order # 2

Project: 23-ITB-031 – EMS/PMB Construction

Contract Date: June 21, 2023

Change Order Effective Date: December 5, 2023

Change Order Issued to: McWright, LLC
1303 Corder Rd
Warner Robins, GA 31088

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Total
COR 6	EMS Sign Relocation	\$2,179.00
	- Provide labor, materials, equipment to extend electrical for	
	Sign at EMS to the other side of the drive.	
	TOTAL	\$2,179.00

The original Contract Sum was.....\$ 2,942,170.00

Net change by previously authorized Change Orders.....\$ 12,081.00

The Contract Sum prior to this Change Order was.....\$ 2,954,251.00

The Contract Sum will be increased by this Change Order.....\$ 2,179.00

The new Contract Sum including this Change Order will be.....**\$ 2,956,430.00**

The Contract Time will be increased by **0** days

Owner
 Effingham County Board of Commissioners
 804 S. Laurel Street
 Springfield, GA 31329

Contractor
 McWright, LLC
 1303 Corder Rd
 Warner Robins, GA 31088

By: _____

By: _____

Date: _____

Date: _____



McWright, LLC.

Date: November 13, 2023

Job: Effingham County EMS and PW

Address: 285 1st Street Extension Springfield, GA 31329

Owner: Effingham County Board of Commissioners

Change Order Request #6- EMS Sign Relocation

Reference: Owner Request

Scope of Work:

- Provide labor, materials, and equipment extend electrical for the sign at EMS to other side of drive.

Total Add Price-\$2,179.00

X

Matthew McMillian
McWright, LLC

McWright LLC		PO Box 903 Boanire, GA 31005 www.mcwrightconstruction.com	
Project:	Effingham County EMS and PW		
COR #:	6		
Date:	11/13/2023		
Description:	EMS Sign Relocation		
Architect:	DPR		

Description	Subcontractor	Notes	Price
labor, material, and equipment to extend electrical to other side of drive	Bargeron		\$ 1,611.23

Description	Subcontractor	Notes	Price

Description	Subcontractor	Notes	Price

Totals	Subcontractor(s) Price		\$ 1,611.23
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1

Cost Summary	
Subcontractor(s)	\$ 1,611.23
GC General Liability	\$ 44.31
GC Job Overhead Expenses	\$ 225.00
Sub Total	\$ 1,880.54
GC Fee	\$ 235.07
Sub Total	\$ 2,115.61
Bond Premium Increase	\$ 63.47
Total	\$ 2,179.07



Barger Electric Company, LLC

PO Box 58
10507 Waycross hwy
Screven, GA 31560
Phone: (912) 371-0010
Email: office@bargeronelectriccompnay.com

Change Order Item XII. 4.

C/O Date: 10/4/2023

Quoted to: McWright LLC
PO Box 903

Bonaire, GA 31005

Regarding Job: Effingham EMS&PW/Springfield/G
EMS - 285 1st St Ext
PW - 321 Hwy 119 S
Springfield, GA 31329

C/O Number:	4	Comments
Sequence:	0	
Owner C/O No:		

Description	Amount
Relocate sign to other side of drive.	0.00
Labor \$85 for electrician, \$55 for helper @ 6 hours each	840.00
Materials per quote with 10% mark up	171.23
Equipment for digging	600.00

Original Contract	\$	287,200.00
Previous Change Orders	\$	10,440.00
Revised Contract	\$	297,640.00
Current Change Order	\$	1,611.23
New Contract Total	\$	299,251.23

Authorized by: _____ Date: _____
McWright LLC

Representative: _____ Date: _____
Barger Electric Company, LLC

Staff Report

Subject: Approval of Change Order #3 for DPR Architecture for Contract 20-006 for A/E Services

Author: Alison Bruton, Purchasing Agent

Department: Misc.

Meeting Date: December 5, 2023

Item Description: Change Order #3 for DPR Architecture for Contract 20-006

Summary Recommendation: Staff recommends approval of Change Order #3 for DPR Architecture for Contract 20-006 for A/E Services for additional site work at the EMS Addition

Executive Summary/Background:

- Effingham County currently has contract 20-006 in place with DPR Architecture for A/E services for the design and construction management for multiple facilities.
- Original Contract Amount: \$165,450
- Change Order 1: \$65,900 (Additional design services for Prison Maintenance Building and various items added to scope)
- Change Order 2: \$6,000 (Additional design items needed for EMS Addition)
- Change Order 3: \$110,450 (Additional design services for Ebenezer Road Fire Station Addition, and the Marlow Fire Station New Construction, and various design items)
- New Contract Total: \$347,800.00

Alternatives for Commission to Consider

1. Approval of Change Order #3 for DPR Architecture for Contract 20-006 for A/E Services for multiple buildings in the amount of \$110,450.00
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Purchasing

Funding Source: SPLOST/Fire & Rescue Funds

Attachments:

1. Change Order 3

**CHANG ORDER REQUEST**

Date 17-Nov-23

Change Order request No. **3**Effingham County Board of Commissioners
Mr. Tim Callanan
County Manager
601 N. Laurel St.
Springfield GA 31329Project Description Contract No. 20-105-006
Architectural / Engineering Services
6 buildings / facilities*In accordance with proposal for Architect's Services
dated April 13, 2020 the statement of your account is as follows:***Basic Services Fee including CO #1 and CO#2=** \$ 237,350.00

Description	Proposed Amount
1 Ebenezer Road Firestation Addition	\$ 36,000.00
a. Architectural	\$ 18,000.00
b. Mechanical Electrical Plumbing inc Generator	\$ 7,500.00
c. Civil Base	\$ 4,500.00
e. Survey	\$ 3,500.00
f. Contract Administration	\$ 2,500.00
Subtotal:	\$ 36,000.00
2 Marlow Firestation #3 new construction	\$ 63,250.00
a. Architectural	\$ 25,000.00
b. Mechanical Electrical Plumbing inc Generator	\$ 7,500.00
c. Structural	\$ 4,000.00
c. Civil Base	\$ 13,250.00
- Civil additional services - if required	
- GDOT GUPS Permitting,	\$ 2,500.00
- NPDES/NOI Permitting,	\$ 1,000.00
- EPD Erosion Control & technical review	\$ 3,000.00
e. Survey	\$ 3,500.00
f. Contract Administration	\$ 3,500.00
Subtotal:	\$ 63,250.00
2 Soil Testing Ebenezer Firestation	3,000
3 Material testing (during construction)	8,200 Estimate

TOTAL PROPOSED CHANGE ORDER #3	\$ 110,450.00
Total Change Orders to Date	\$ 71,900.00
Total Proposed New Contract Sum	\$ 347,800.00

Frank R. D'Arcangelo
Architect
DPR ArchitectsOwner
Effingham County Board of Commissioners
804 S. Laurel St.
Springfield GA 31329

By: _____

Date: _____

Staff Report

Subject: SCBA Compressor and Fill Station Purchase
Author: Clint Hodges, Fire Chief
Department: 55 – Fire-Rescue
Meeting Date: 12/05/2023
Item Description: Consideration to Approve the purchase of two SCBA Compressors, four SCBA fill stations, and supporting equipment

Summary Recommendation: Staff recommends approving the purchase of two SCBA Compressors, four SCBA fill stations, and supporting equipment.

Executive Summary/Background:

Effingham County Fire Rescue (ECFR) currently has two SCBA compressors, one is 19 years old while the second is 29 years old. Both units are nearing, or at, the end of their lifespan, with parts no longer available for the older unit.

The SCBA fill stations are needed for our new stations to safely refill our SCBA 4500 PSI cylinders.

This purchase will allow for a fill station at each of the 9 staffed fire stations.

This purchase was bid through a cooperative purchasing group, NPPGov.

Funding is included in the FY24 budget.

Options/Alternatives for Commission to Consider:

Recommended: Approval of a purchase of two SCBA Compressors, four SCBA fill stations, and supporting equipment.

Other Alternative(s): Deny

Department Review: Fire-Rescue, Finance

Funding Source: \$178,459.12, Currently included in the FY 2024 budget

Attachments: Quote, GPO Documents

LEAGUE OF OREGON CITIES
Fire Fighter Self Contained Breathing Apparatus Solicitation Synopsis
Solicitation No. 1920

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighter Self Contained Breathing Apparatus. LOC works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighter Self Contained Breathing Apparatus using a secure competitive RFP process evaluated based on “best value” rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1920) on November 12th, 2020.

The RFP was published in the Daily Journal of Commerce on November 11th, 2020.

The RFP was published in USA Today on November 12th, 2020.

The RFP closed on January 24th, 2020.

The RFP was awarded on March 5th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LOC received a proposal (s) from the following vendor (s):

1. Arctic Compressor, LLC
2. Bauer Compressors, Inc.
3. Cascade Fire Equipment Company
4. Curtis
5. Draeger, Inc
6. MECO
7. MES
8. Ten-8

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Arctic Compressor, LLC
2. Bauer Compressors, Inc.
3. Cascade Fire Equipment Company
4. Curtis
5. Draeger, Inc
6. MECO
7. MES
8. Ten-8

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<u>Pricing</u> : Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25
<u>Product Line (Score only categories proposed)</u> : Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15
<u>Marketing</u> : Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15
<u>Customer Service</u> : Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15
<u>Proven Experience</u> : Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10
<u>Conformance</u> : Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5
<u>TOTAL</u>	100

Pricing Structure

Arctic Compressor, LLC: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Bauer Compressors, Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Cascade Fire Equipment Company: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Curtis: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Draeger, Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MES: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH—ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS**, **MULTNOMAH**, and **WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FIRE FIGHTING EQUIPMENT

League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 11th DAY OF November, 2019

Michelle Ropp

Notary Public-State of Oregon



LEAGUE OF OREGON CITIES (LOC)

NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rtp@orcities.org or download at www.orcities.org.
Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

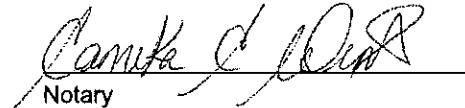
A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.


Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered
true sheet.


Notary

CAMIKA C. WINTER
Notary Public, State of Florida
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NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION

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Public Safety Medical Supplies, Equipment & Monitors #1935

Electrical Products & Lighting Equipment #1925

Responses due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rpf@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

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away a product with every order as supplies last.

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LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and BAUER COMPRESSORS, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain HIGH PRESSURE BREATHING AIR COMPRESSOR SYSTEMS AND ACCESSORY'S, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1920 for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1920 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A. Purchaser recognizes the items are sold FOB Ex-works Norfolk, Virginia and any costs associated with freight, offloading and final placement of the equipment shall be tendered separately. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F and the aforementioned section 4.1, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer via separate quote shipping costs to the Purchaser's location, as well off loading, final positioning and installation of the compressor system and ancillary components as upon request.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Purchaser accepts the passage of ownership as fob ex-works Norfolk, Virginia. Vendor shall work with the Purchaser should damage occur to the goods during transit. It is the responsibility of the Purchaser to inspect the goods prior to delivery vehicle departure from the end-users location.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 Purchaser accepts the passage of ownership as fob ex-works Norfolk, Virginia. Vendor shall work with the Purchaser should damage occur to the goods during transit. It is the responsibility of the Purchaser to inspect the goods prior to delivery vehicle departure from the end-users location. If any of the Products are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

BAUER COMPRESSORS, INC.
1328 Azalea Garden Road
Norfolk, VA 23502
ATTN: William Dickson
Email: bill.dickson@bauercomp.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

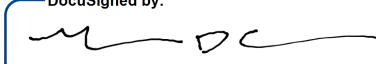
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS


This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...
Printed Name: Mike Cully
Title: Executive Director
LEAGUE OF OREGON CITIES
Dated: 4/17/2020

VENDOR:

DocuSigned by:
Signature: 
535823633D62407...
Printed Name: William Dickson
Title: VICE PRESIDENT OF SALES
BAUER COMPRESSORS, INC.
Dated: 4/17/2020

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
OPEN-CIRCUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
FACEPIECES	
REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
BREATHING AIR STORAGE CYLINDERS	10%
MAINTENANCE, SERVICE AND TESTING	
HIGH PRESSURE BREATHING AIR COMPRESSOR SYSTEMS AND COMPONENTS	10%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: 13364BC359354E4C849576CA8816258C	Status: Completed
Subject: Please DocuSign: MPA 1920 LOC and Bauer SCBA FINAL.pdf	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

Record Tracking

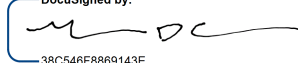
Status: Original	Holder: Bill DeMars	Location: DocuSign
4/17/2020 8:05:38 AM	bill.demars@nppgov.com	

Signer Events

Mike Cully
mcully@orcities.org
Executive Director

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

38C546F8869143E...

Signature Adoption: Drawn on Device
Using IP Address: 71.63.237.219

Timestamp


Sent: 4/17/2020 9:09:45 AM
Viewed: 4/17/2020 9:20:08 AM
Signed: 4/17/2020 9:20:19 AM

Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 9:20:08 AM
ID: c1e5bdd1-485c-432d-be63-6fd9a03b4b1f

William Dickson
bill.dickson@bauercomp.com
VICE PRESIDENT OF SALES

Security Level: Email, Account Authentication
(None)

DocuSigned by:

535823633D62407...

Signature Adoption: Pre-selected Style
Using IP Address: 216.54.44.82

Sent: 4/17/2020 9:09:45 AM
Viewed: 4/17/2020 10:08:38 AM
Signed: 4/17/2020 10:27:27 AM

Electronic Record and Signature Disclosure:

Accepted: 4/15/2020 7:01:53 AM
ID: 460eee00-c0ce-4843-b3b5-598694f5efc2

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events**Status****Timestamps**

Envelope Sent	Hashed/Encrypted	4/17/2020 9:09:45 AM
Certified Delivered	Security Checked	4/17/2020 10:08:38 AM
Signing Complete	Security Checked	4/17/2020 10:27:27 AM
Completed	Security Checked	4/17/2020 10:27:27 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



8855 E BROAD ST
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@BREATHINGAIR.COM | SERVICE@BREATHINGAIR.COM

OHIO - CORP HQ
614.864.1235

INDIANA/KENTUCKY
614.986.1025

NORTH CAROLINA
336.674.0749

PENNSYLVANIA
412.564.5756

FLORIDA
352.629.7712

MICHIGAN
517.786.4060

TENNESSEE
423.634.3184

ILLINOIS
217.768.4408



210 LABRADOR DR.
RANDELMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF



Quote

Page 1 of 3

Breathing Air Systems
409 Spears Ave.
Chattanooga TN 37405
United States

Requested By: Bryce Nyberg
Title:
Email:
bnyberg@effinghamcounty.org
Phone: (912) 754-8888

Date: 11/21/2023
Quote #: QUO-TN1633
Customer ID: 800331

Bill To

Effingham Fire Rescue
804 South Laurel
Springfield GA 31329
United States

Ship To

Effingham Fire Rescue
804 South Laurel
Springfield GA 31329
United States

Expires	01/20/2024
Terms	Net 30
Shipping Method	LTL Motor Freight
FOB	
Est. Delivery Time	10 to 12 Weeks

Sales Rep: Kevin Thompson
Sales Rep Email: kthompson@breathingair.com
Sales Rep Phone: (423) 634-3184

A 3% CREDIT CARD CONVENIENCE FEE WILL BE ADDED TO ALL ORDERS AT TIME OF FULFILLMENT FOR ALL CREDIT CARD TRANSACTIONS EXCEEDING \$1,200.00. A WIRE FEE OF \$45.00 WILL BE ADDED TO ALL ORDERS PAID BY WIRE.

NOTE: Our quotes do not include the offloading, uncrating, or placement of compressors or fill stations. Customers are responsible for the wiring to or into an electrical compressor and to the electrical supply. Warranty is as proposed.

Item	Quantity	Description	Rate	Amount	Tax Rate
VAC13H-E3	2	Bauer Compressor - 6000 psi. - 13 cfm. Bauer Verticus fully Enclosed Air System 6000 psi. 13.0 cfm. charging rate with pressure switch for automatic start & stop control. Locally mounted interstage pressure gauges. P2S 67,000 cu ft purification system with SECURUS electronic cartridge monitor. Pressure lubricated with low oil protection. Automatic condensate drain system and PLC controller with smart pad operator interface console and E-Stop Button. Entire electrical assembly is UL LISTED. All in an attractive sound attenuating enclosure. 10 HP Motor Three phase electric.	34,862.75	69,725.50	
BAS-4021CO-110WM	2	CO MONITOR 110 VAC Wall Mount	2,725.92	5,451.84	
CFS5.5-2M	4	Two position CFS designed to be used in conjunction with a BAUER or Breathing Air Systems fill control panel supplied separately, as no fill controls are provided	7,575.20	30,300.80	
BAS-099	4	2 Position Fill Station Base for CFSII/5.5-2	427.43	1,709.72	
ACP-4BNK-2P-SS-BAS	4	4 BNK ACP 4 CASCADE REG 2 POS	4,336.90	17,347.60	
RF/REG-BAS	4	Panel Mount Remote Fill Outlet	841.50	3,366.00	



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Quote

Page 2 of 3

Date 11/21/2023
Quote # QUO-TN1633
Customer ID 800331

Breathing Air Systems
409 Spears Ave.
Chattanooga TN 37405
United States

Item	Quantity	Description	Rate	Amount	TaxRate
M2750A	16	Cylinder - 6000 PSI - cascade tank - 10 year retest - BASD neck rings and stamping.	1,611.37	25,781.92	
SS702-2	16	Nut- CGA702 stainless steel	35.00	560.00	
SS702-3	16	Nipple- CGA702 stainless steel with 1/4 mnpt	35.00	560.00	
HPH7000	160	Hose, 7000 psi, per foot. Requires two fittings not included in price. Choose from 10155-4-4, 10255-4-4 or 10855-4-4.	8.80	1,408.00	
10655-4-4	40	Fitting - 1/4 JIC female Installs on 7000 psi hose	14.96	598.40	
MR4	1	Rack - 4 Cylinder DOT. Includes valve protection. For horizontal layout	1,436.50	1,436.50	
UNISTRUT-CR	12	Unistrut and clamp for cascade bottles	40.10	481.20	
58985-2	2	Booster Pump - Haskel self powered 6000 PSI BOOSTER	7,055.82	14,111.64	
SLP-HP-WITH START-UP	2	Single High Pressure Air Test Kit to be taken at time of start-up by Breathing Air Service Technician.	105.00	210.00	
Equipment Start-Up	18	Bauer Equipment Start-Up. Travel to and from jobsite. Compressor startup and training	145.00	2,610.00	



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THE NATION'S LARGEST DISTRIBUTOR OF



Quote

Page 3 of 3

Date 11/21/2023
Quote # QUO-TN1633
Customer ID 800331

Breathing Air Systems
409 Spears Ave.
Chattanooga TN 37405
United States

Item	Quantity	Description	Rate	Amount	TaxRate

Subtotal 175,659.12
Shipping Cost (LTL Motor Freight) 2,800.00
Total \$178,459.12

PAYMENT TERMS: INVOICES ARE SUBJECT TO LATE CHARGES AT THE RATE OF 1.5% PER MONTH (ANNUAL 18%).

ALL PARTS RETURNS OR EXCHANGES MUST BE COMPLETED WITHIN 45 DAYS FROM INVOICE DATE. ALL RETURNS REQUIRE A RETURN MERCHANDISE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 15% RESTOCKING FEE.

SHIPPING CHARGES WILL BE ADDED WHEN ORDERS ARE FULFILLED.

NOTE: PAYMENTS BY CREDIT CARD WILL INCUR A CONVENIENCE FEE TOTALING 3.0% OF THE INVOICE TOTAL ON ALL TRANSACTIONS EXCEEDING \$1,200.00.

Quote Approved By: _____ (Print Name)

Approved By Signature: _____

Approved Date: _____



QUO-TN1633

Staff Report

Subject: Approval of Payment for the Hardware Warranty between Effingham County and Dominion Voting Systems, Inc.

Author: Alison Bruton, Purchasing Agent

Department: Elections

Meeting Date: December 5, 2023

Item Description: Hardware Warranty between Effingham County and Dominion Voting Systems, Inc.

Summary Recommendation: Staff recommends approval of the payment for the Hardware Warranty between Effingham County and Dominion Voting Systems, Inc.

Executive Summary/Background:

- The Secretary of State of the State of Georgia entered into a Master Solution Purchase and Services Agreement contract with Dominion on July 29, 2019. The State authorizes the County to purchase voting system hardware warranties for the voting system items purchased by the State of Georgia for use by the County.
- The term of this agreement between Dominion and ECBOC will begin on January 1, 2022 and shall continue until the first anniversary of the effective date. The agreement shall automatically renew on an annual basis for an additional three (3) years. The County may choose to terminate the agreement prior to any annual renewal.
- The first year was \$30,405.00. Year 2 was \$31,317.15. Year 3 total will be \$32,256.19. We have not received the official invoice yet, but are requesting Board approval based on the email from Dominion due to the next two meetings being cancelled.

Alternatives for Commission to Consider

1. Approval of the Hardware Warranty between Effingham County and Dominion Voting Systems, Inc. in the amount of \$32,256.19
2. Denial of the Hardware Warranty between Effingham County and Dominion Voting Systems, Inc.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Elections, Purchasing, Finance

Funding Source: Elections Operating Budget

Attachments:

1. Hardware Warranty Agreement between Effingham County and Dominion Voting Systems, Inc.
2. Listing of equipment covered by warranty
3. Quote for Warranty

From: [Laura Bassett](#)
To: [Alison M. Bruton](#)
Subject: FW: [EXTERNAL] Dominion warranty cost
Date: Monday, November 27, 2023 9:23:33 AM
Attachments: [image001.png](#)

From: Matt Towner [mailto:matthew.towner@dominionvoting.com]
Sent: Monday, November 27, 2023 9:19 AM
To: Laura Bassett <LBassett@EffinghamCounty.org>
Cc: Fran Leathers <fran.leathers@dominionvoting.com>
Subject: RE: [EXTERNAL] Dominion warranty cost

Good morning, Laura

I just happened to see that renewal order come through on my side last week. It looks like it will be coming to \$32,256.19 when the invoice is sent out.

Let me know if you have any questions about that.

I hope you had a great Thanksgiving!

Matt

MATT TOWNER | CUSTOMER SUCCESS MANAGER
DOMINION VOTING SYSTEMS
866.654.8683 | [DOMINIONVOTING.COM](https://www.dominionvoting.com)

From: Laura Bassett <LBassett@EffinghamCounty.org>
Sent: Saturday, November 25, 2023 11:38 AM
To: Fran Leathers <fran.leathers@dominionvoting.com>; Matt Towner <matthew.towner@dominionvoting.com>
Subject: [EXTERNAL] Dominion warranty cost

Good morning,

Our Finance Department has notified me that it is time to renew our warranty. Who do I get the cost from to submit to the county?

Thanks,
Laura Bassett
Director of Elections and Registration
284 GA Highway 119 S
Springfield, GA 31329

912-754-8030

912-658-2664 (mobile)



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HARDWARE WARRANTY AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND EFFINGHAM COUNTY, GA

This Hardware Warranty Agreement (the “Agreement”) dated January 1, 2022, (the “Effective Date”), is made between Effingham County, GA (“County”) and Dominion Voting Systems, Inc. (“Dominion”). This Agreement may refer to Dominion and the County together as the “Parties,” or individually as a “Party.”

WHEREAS, the Secretary of State of the State of Georgia entered into a Master Solution Purchase and Services Agreement contract (the “State Contract”) with Dominion on July 29, 2019;

WHEREAS, the State Contract authorizes the County to purchase voting system hardware warranties for voting system items purchased by the State of Georgia for use by the County;

WHEREAS, The County desires to purchase voting system hardware warranties;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to sell voting system hardware warranties as described more fully below.

1. Composition of Agreement. Exhibit A is attached and incorporated herein by reference and forms a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following sections, together with the Exhibit A. The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within Exhibit A.

2. Definitions.

2.1. “Confidential Information” means those materials, documents, data, and technical information, specifications, business information, County information, or other information that a Party (the “Disclosing Party”) maintains as trade secrets or confidential and which are disclosed to the other Party (the “Receiving Party”) in tangible form marked as “confidential,” or with words having similar meaning, which includes without limitation, Dominion software.

2.2. “Hardware” means the ImageCast® system hardware listed in Exhibit A of this Agreement.

2.3. “Specifications” means descriptions and data regarding the features, functions and performance of the Hardware, as set forth in user manuals or other applicable documentation provided by Dominion.

3. Term of Agreement. The Term of this Agreement shall begin on the Effective Date and shall continue until the first anniversary of the Effective Date. This Agreement shall automatically renew on an annual basis for an additional three (3) years, subject to the warranty fees and terms defined in Exhibit A. The County, at its sole discretion, may choose to terminate the Agreement prior to any annual renewal. Notification of termination must be in writing and provided to Dominion within forty-five (45) calendar days of expiration.

4. Dominion's Responsibilities. Dominion shall provide this Hardware warranty based upon the terms defined herein. Dominion shall provide invoices to County for the warranty items listed in Exhibit A and pursuant to the payment schedule described in Section 5 and Exhibit A.

5. County's Responsibilities. County shall pay invoices no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other sales taxes imposed by any governmental authority. If County is exempt from taxes, County shall supply Dominion with a tax exemption certificate or similar form demonstrating its exempt status upon request.

6. Warranties. The following warranties shall apply to the Hardware.

6.1. Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware warranty shall remain in effect during the Term.

6.2. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Dominion software and with third party products approved by Dominion for use with the Hardware. The following conditions apply:

- 6.2.1. County shall bear the shipping costs to return the malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to County.
- 6.2.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:
 - 6.2.2.1. Replacement of consumable items including but not limited to batteries, toner¹, paper rolls, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;
 - 6.2.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;
 - 6.2.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Dominion;
 - 6.2.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.
- 6.2.3. County is not authorized to provide or transfer any Hardware or other voting system component to a third party unless explicitly authorized in writing by Dominion. Providing or transferring Hardware will void the terms of the Warranty and shall be considered a breach of the Agreement.

¹ Toner will be included for Counties choosing the ICX warranty with annual replacement toner option.

6.3. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. Confidential Information.

- 7.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
- 7.2. Subject to the requirements of the County's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 7.3. Any specific information that Dominion claims to be confidential must be clearly marked or identified as such by Dominion. To the extent consistent with PRL, County shall maintain the confidentiality of all such information marked by Dominion as confidential. If a request is made to view such Confidential Information, County will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the County will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

8. **Force Majeure.** Should any circumstances beyond the control of Dominion or County occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; pandemic; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and County. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

9. Indemnification. Dominion, at its sole expense, will indemnify and defend the County, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim, suit or action that the System infringes, violates, or misappropriates a Third Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

10. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT AND ANY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, DOMINION'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Assignment. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the County.

12. Termination. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may terminate this Agreement, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable, but in no event shall the cure period exceed sixty (60) days without written consent by the non-breaching party.

13. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

14. Choice of Law and Jurisdiction. Interpretation of this Agreement shall be governed by the laws of the State of Georgia, and the courts of competent jurisdiction located in the State of Georgia will have jurisdiction to hear and determine questions relating to this Agreement.

15. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

16. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by certified or registered mail, return receipt requested, addressed to the intended recipient or e-mailed as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
PO Box 343
Broomfield, CO 80038
Email: contracts@dominionvoting.com

If to the County:

Effingham
Attn: Olivia Chapman
284 GA Highway 119 S.
Springfield, GA 31329
Email: ochapman@effinghamcounty.org

17. Independent Contractor. Dominion and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. Dominion and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. Dominion acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

18. Entire Agreement. This Agreement constitutes the entire agreement, understanding and representations between Dominion and the County, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the County and Dominion, and incorporated as an amendment hereto.

19. Third-Party Beneficiary. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Dominion or County may be enforced against Dominion or County, as applicable, by any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date above written.

DOMINION VOTING SYSTEMS, INC.



AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

President & CEO

TITLE

11/30/2021

DATE

EFFINGHAM COUNTY, GEORGIA



AUTHORIZED SIGNATURE

Wesley M. Corbitt

PRINTED NAME

Chairman

TITLE

November 2, 2021

DATE

EXHIBIT A
PRICING AND PAYMENT SUMMARY

1. Pricing Summary

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Annual Hardware Fees*			
ICP Annual Hardware Warranty	27	\$146.00	\$3,942.00
ICC Annual Hardware Warranty	1	\$1,200.00	\$1,200.00
ICX Annual Hardware Warranty (with annual replacement toner supply**)	183	\$136.00	\$24,888.00
MBP Annual Hardware Warranty	1	\$375.00	\$375.00
Total Annual Fees:			\$30,405.00

* Dominion reserves the right to adjust the Annual Hardware Warranty Fee within three percent (3%) of the then current fee.

** For Counties choosing the ICX Warranty with annual replacement toner supply, Dominion shall ship 1 toner cartridge per unit annually.

- 2. Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. The initial invoice shall be provided at the Agreement signing and on each anniversary of the Effective Date thereafter through the Term.

EFFINGHAM COUNTY BOARD OF ELECTIONS & REGISTRATION

Item XII. 7.



284 GA HIGHWAY 119 S
SPRINGFIELD, GA 31329
PHONE: 912-754-8030
FAX: 912-754-8408

boe@effinghamcounty.org

www.effinghamcounty.org

RE: Hardware Warranty Agreement between Effingham County and Dominion Voting Systems, Inc.

From: Olivia Chapman, Director of Elections & Registration

Date: October 21, 2021

This Warranty Agreement will cover the Touchscreen Electronic Ballot Marking Devices, Ballot Scanners, High Speed Ballot Scanner and Mobile Ballot Printer.

Below is the summary of the actual costs to replace the equipment listed above at the current prices.

ImageCast X	183 @ \$1,550/ea.	\$286,650
ImageCast Precinct	27 @ \$3,900/ea.	\$105,300
ImageCast Central	1 @ \$25,000/ea.	\$25,000
Mobile Ballot Printer	1 @ \$5,800/ea.	\$5,800
Total Cost of Equipment Covered by Warranty		\$422,750

Staff Report

Subject: Acceptance of Sewon America Inc. donation to Effingham County Board of Commissioners
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 12/5/23
Item Description: Consideration to accept a donation given to the Effingham County Board of Commissioners by Sewon America Inc.

Summary Recommendation:

Staff is requesting approval to accept a generous donation in the amount of \$10,000 from Sewon America Inc.

Executive Summary:

Sewon America Inc. has made a very generous donation to the County, to be used for general government purposes.

Alternatives for Commission to Consider:

1. Approve to accept the \$10,000 donation from Sewon America Inc.
2. Do not approve to accept the \$10,000 donation from Sewon America Inc.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept the \$10,000 donation from Sewon America Inc.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance Department

Funding Source:

Attachments:

Donation Acceptance Form

Effingham County **Gift** or Donation Acceptance FormReceived Date: October 2023Donation Amount: \$10,000Organization/Individual Name: Sewon America Inc.

Address: _____

Phone Number: N/APurpose of Donation: Donation for general government purposesStaff Member Name submitting: Mark BarnesDepartment#: 015

Deposit date & Notes

Funds deposited 11/1/23

(For Office Use Only)

Finance Directors approval Mark W. BarnesCounty Manager's approval verbalDate Sent to Clerk and listing for Board: 12/5/23 meeting

Staff Report

Subject: State Court Indigent Defense Services Contract
Author: Mark W. Barnes, Finance Director
Department: Finance Department, State Court
Meeting Date: 12/5/23
Item Description: Consideration to authorize the Chairman to execute a contract for indigent defense services for State Court for calendar year 2024.

Summary Recommendation:

Staff recommends authorizing the execution of the contract for State Court indigent defense services for calendar year 2024.

Executive Summary:

The County is required to provide indigent defense services. Per O.C.G.A § 17-12-23 (2012) (d) "A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state law. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable policies and standards adopted by the council for representation of indigent persons in this state." Under this agreement, Charlotte Y. Fleming will provide indigent legal services to the Effingham County State Court in accordance with the standards adopted by the State of Georgia pursuant to the Georgia Indigent Defense Act of 2003.

Background:

1. The current contract for State Court indigent defense services ends at the end of CY 2023.
2. This new contract is for CY 2024 and is with a new attorney.
3. This contract rate is the same as CY 2023, the cost is \$4,100 per month.
4. This agreement can be terminated for cause or by mutual agreement.

Alternatives for Commission to Consider:

1. Approve to execute the contract for State Court indigent defense services.
2. Do not approve to execute the contract for State Court indigent defense services.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to execute the contract for State Court indigent defense services.

Other Alternatives:

N/A

Department Review: *(list departments)*

State Court, Finance

Funding Source:

State Court budget, already budgeted

Attachments:

Agreement for Indigent Defense Services for the State Court



STATE COURT OF EFFINGHAM COUNTY
JUDGE STEPHEN R. YEKEL
Executive Judicial Assistant
Charlene Kessler
Email Clkessler@effinghamcounty.org
700 N. PINE STREET, SUITE 238
SPRINGFIELD, GA. 31329

OFFICE 912-754-2117

FACSIMILE 912-754-6071

Wesley Corbitt, Chairman
Board of Commissioners
804 S. Laurel Street
Springfield, Ga. 31329

Re: Public Defender of State Court of Effingham County

Dear Mr. Corbitt,

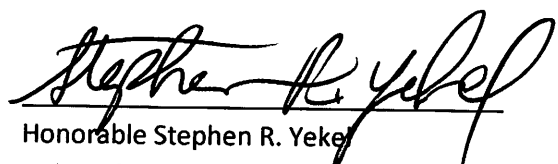
Please be advised, that the State Court of Effingham will execute an agreement to provide Indigent Services with Attorney Amanda Oliveira effective January 4, 2024.

Mrs. Oliveira who is a multi-lingual Attorney who speaks Spanish and Portuguese fluently will be a valuable asset to the Court.

Mrs. Oliveira who has handled Conflict Public Defender cases for the Court has always provided excellent, and conscientious representation to her clients.

Enclosed please find the agreement of Indigent Service to be executed by you as Chairman for the Board of Commissioners.

Enclosed please also find Mrs. Oliveira's resume for your review.



Honorable Stephen R. Yeke
Judge of the State Court of Effingham County

AGREEMENT FOR INDIGENT DEFENSE SERVICES

THIS AGREEMENT is entered into this 4th day of January, 2024 between Amanda M. Oliveira. (herein referred to as "Attorney") and the governing authority of Effingham County, a body politic and a subdivision of the State of Georgia (herein referred to as "the County") and is effective January 4, 2024.

WITNESSETH:

WHEREAS, Attorney Amanda M. Oliveira is licensed by the State of Georgia to practice law in the several courts of the State of Georgia, having been admitted to the bar on December 30, 2020.

WHEREAS, the County is a body politic, existing and operating under the laws of the State of Georgia with full power to enter into contacts and agreements with other entities and persons; and

WHEREAS, it is the intent of the parties to provide for adequate and effective legal representation for indigent persons charged with misdemeanor offenses in the State Court of Effingham County, in accordance with Georgia law and the Constitution of the State of Georgia and Constitution of the United States of America;

NOW THEREFORE, in consideration of the mutual covenants and promises

contained in this Agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

1. Attorney will provide indigent legal services to the Effingham County State Court

In accordance with the standards adopted by the State of Georgia pursuant to the Georgia Indigent Defense Act of 2003 ("the Act"), as is and may hereafter be amended.

2. Attorney warrants that she has read and is fully familiar with the provisions of the Act and the standards adopted in furtherance of the Act by the Georgia Public Defenders Standards Council. Compliance with these standards goes to the essence of this Agreement. Attorney certifies that she is presently in compliance with these standards and will remain in compliance during the term of this Agreement. The Attorney further warrants that the compensation provided for her services in this Agreement reflects all infrastructure, support, administrative services and systems necessary to comply with the standards.

3. The County shall pay to the Attorney for services rendered under this Agreement the sum of Four thousand one hundred dollars and no/100ths Dollars (\$4,100.00) per month.

4. The term of this agreement shall be from the date of execution through January 3, 2025 unless sooner terminated as provided in this Agreement.

For Cause: This agreement may be terminated for cause for violation of any

material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Georgia State Bar Association, a violation of the standards of the Georgia Public Defenders Standards Council, conviction of a criminal charge, and/or a finding that the license of the Attorney, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the County's discretion. In lieu of terminating this Agreement, the County may agree in writing to alternative corrective measures.

Termination on Mutual Agreement: The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

5. The Attorney agrees to hold harmless and indemnify the County, its officers, official, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, her employees or agents. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for

any claims or causes of action arising hereunder.

6. This Agreement has been entered into in consideration of the Attorney's particular skills, qualifications, experience, and ability to meet the standards incorporated in this Agreement. Therefore, the Attorney has personally signed this Agreement below to indicate that she is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the County and refusal to subcontract may be withheld at the County's sole discretion. Any assignment of this Agreement by the Attorney without the express written consent of the County shall be void.
7. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the County and the Attorney.

8. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the County, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

9. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addresses at

the address stated in the Agreement or such other address as may be hereinafter specified in writing:

COUNTY: Wesley Corbitt, Chairman, BOC, 804 S. Laurel Street Springfield, Georgia 31329

ATTORNEY: Amanda M. Oliveira, P.O. Box 1080, Springfield, Ga. 31329

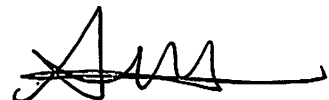
10. The failure of the County to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements or options and the same shall be and remain in full force and effect.

Should any dispute misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the County Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the State Court of Effingham County or to the Georgia State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the County, its officers, agents, or employees to inquire into any privileged communication between the Attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be

reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and the rules of the Georgia Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Effingham County Superior Court.

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

ATTORNEY

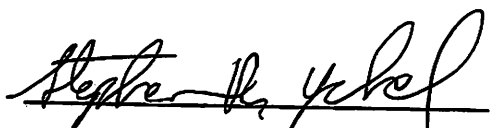


AMANDA M. OLIVEIRA

EFFINGHAM COUNTY

WESLEY CORBITT
BOARD OF COMMISSIONERS

ATTEST:



EFFINGHAM CO. STATE COURT
JUDGE STEPHEN R. YEKEL

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Final Plat Approval (Second District)
Author: Samantha Easton, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: Beth Holley, requests approval of the final plat and infrastructure agreement for New Haven Phase II. Map #416 Parcel# 20F

Summary Recommendation

Staff has reviewed the plat, and inspected the roads and drainage infrastructure identified in the warranty deed, and recommends taking no action.

Executive Summary/Background

- Ernest Communities, LLC contractors have built roads and drainage infrastructure for Phase II of New Haven in order to sell the 42 lots in this PD subdivision.
- Effingham County will provide water and Sewer service.
- EOM inspected all roads, right-of-ways, and drainage infrastructure being dedicated to the county, and they have submitted their required changes.
- Development Services Staff reviewed the Final Plat and Final Plat Checklist. Changes have been requested. The updated Final Plat has not been submitted.
- Development Services Staff has completed an inspection on this site, and requested several changes.
- Neither Development Services nor EOM have received a Bond Recommendation; therefore, no review has been completed.
- The County Attorney has received the warranty deed or infrastructure agreement and has requested changes. We have not received the corrected deed.

Alternatives

1. **Approve** the final plat and infrastructure agreement for New Haven Phase II, and accept the roads and drainage infrastructure identified in the warranty deed with the following conditions:
 - a. The applicant submits an Updated Final Plat, Warranty Deed, and Bond.

2. Take no action

Recommended Alternative: 2

Other Alternatives: 1

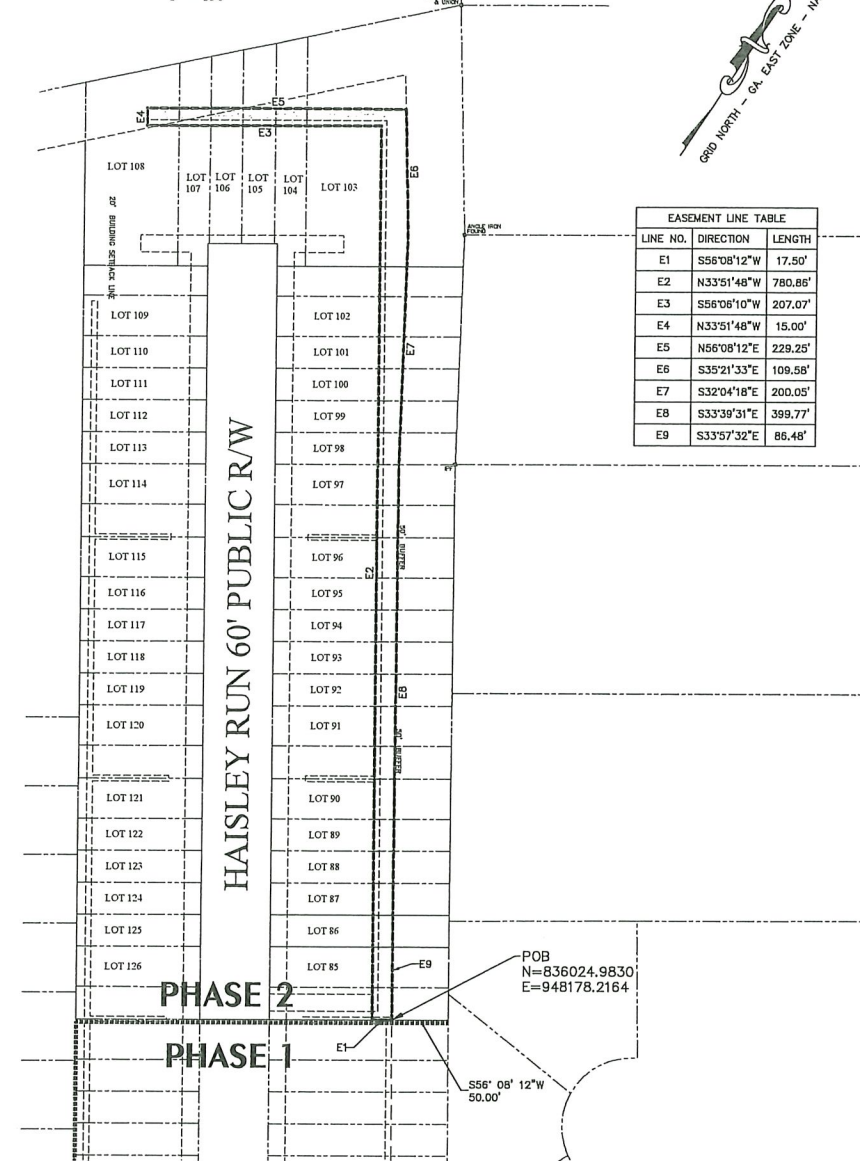
Department Review: Development Services, County Attorney

FUNDING: N/A

Attachments: 1. Incorrect Final Plat for New Haven, Phase II
 2. Final Plat Submittal Form & Checklist
 3. Incorrect Warranty Deed

INSET A

1" = 150'



IT IS HEREBY CERTIFIED THAT A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA BY, ERNEST COMMUNITIES LLC, IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED THEREON, AND THAT ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES SHOWN HEREON ARE DEDICATED TO PUBLIC OR PRIVATE USE AS NOTED.

WITNESS _____ ERNEST COMMUNITIES LLC
CORPORATE NAME

WITNESS _____ OWNER

THE SUBDIVISION PLAT KNOWN AS NEW HAVEN PHASE 1 HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA

DATE _____

CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

WITNESS _____
CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

ENGINEER'S CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE SYSTEM, SEWER SYSTEM, AND WATER SYSTEM IN THE SUBDIVISION KNOWN AS NEW HAVEN PHASE 1 SHOWN ON THE PLAT DATED JANUARY 19, 2022 PREPARED BY HUSSEY GAY BELL, HAS BEEN INSTALLED IN ACCORDANCE WITH THE PRELIMINARY PLAN (CONSTRUCTION DRAWINGS) APPROVED JULY 18, 2020.

REGISTERED ENGINEER

DATE

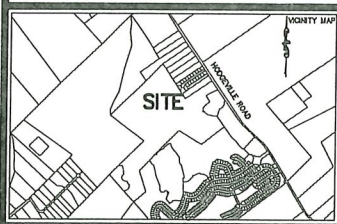
AS REQUIRED BY SUBSECTION (b) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATUTORY RECORDS. SUCH APPROVALS OR APPROVALS SHOULD BE COMPLIED WITH THE PRELIMINARY CONSTRUCTION DRAWINGS BY ANY PURCHASER OR USER OF THIS PLAT AS TO ANY OTHER USE OF ANY PART OF THE PLAT, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMES WITH THE NECESSARY RECORDS AND 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 AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT, AND ACCURATE SURVEY AS REQUIRED BY EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MARKED UNDER MY SUPERVISION, AND THAT MONUMENTS SHOWN HAVE BEEN LOCATED AND PLACED TO THE OPERATIONS SET FORTH IN SAID REGULATIONS

P. NATHAN BROWN, RLS

P. NATHAN BROWN, RLS

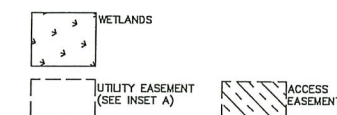
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



REFERENCES:
1. COMPILATION PLAT BY HUSSEY GAY BELL OF TRACT "A" BEING A 492.06 ACRE PORTION OF TRACT 2, RINCON RESEARCH TRACT, ON OCTOBER 10, 2008 AND RECORDED IN PLAT BOOK C144 PAGE F.
2. PLAT BY THOMAS & HUTTON ENGINEERING FIRM OF THE RINCON RESEARCH TRACT AS SHOWN IN PG. C57, PG. D1.

NOTES:
1. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 1310303030E DATED MARCH 16, 2015, THE LOTS SHOWN IN NEW HAVEN PHASE 2 ARE NOT LOCATED IN THE FLOOD ZONE.
2. NO GUARANTEE, EITHER STATED OR IMPLIED IS MADE THAT THIS PROPERTY IS NOT SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, RESTRICTIONS, SUB-SURFACE CONDITIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT VISIBLE, NOT DISCLOSED, OR NOT DISCOVERED BY THE TITLE EXAMINATION.
3. THE COORDINATES AND BEARING, AS SHOWN HEREON, ARE IN ACCORDANCE WITH THE GEORGIA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, MAG 83.
4. PROPERTY IDENTIFICATION NUMBER IS 04160020F00.
5. OWNER: ERNEST COMMUNITIES LLC.
6. WETLANDS WERE TAKEN FROM WETLAND PERMIT MAPS OF RECORD. WETLANDS STATUS CHANGE OFTEN AND SHOULD BE VERIFIED BY A WETLAND COMPANY AND THE U.S. ARMY CORP OF ENGINEERS.
7. WETLANDS THAT MAY EXIST ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR THE DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL.
8. SITE MAY BE SUBJECT TO BUILDING SETBACKS.
9. ALL CORNERS ARE 5/8" IRON PINS SET UNLESS NOTED OTHERWISE.
10. SIDEWALKS SHALL BE PRIVATELY MAINTAINED BY THE HOME OWNERS ASSOCIATION.

LEGEND
■ CMF = CONCRETE MONUMENT FOUND
○ IPS = IRON PIN SET
● IFF = IRON PIN FOUND



MAJOR SUBDIVISION

NEW HAVEN, PHASE 2, PORTION OF PARCEL 5 & 6, FORMERLY PORTION OF TRACT 2 OF THE RINCON RESEARCH TRACT, LANDS OF ERNEST COMMUNITIES LLC, 9TH G.M.D., EFFINGHAM COUNTY, GEORGIA
FOR: ERNEST COMMUNITIES LLC.

PLAT DATE: MAY 31, 2023

REVISION:

JOB NO.

SCALE: 1" = 40'

ERROR OF CLOSURE: FIELD - 1/75,000

ERROR OF CLOSURE: PLAT - 1/250,000

ANGULAR ERROR: 1" PER POINT

NUMBER OF LOTS: 42

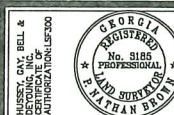
AREA: 8.45 ACRES

EQUIPMENT USED: TOTAL STATION

HUSSEY GAY BELL

Established 1958

329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626



EFFINGHAM COUNTY

FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____

Date Reviewed: _____ Reviewed by: _____

Name of Subdivision New Haven Phase 2Name of Applicant/Agent Beth Holley Phone 912.398.6779Company Name Ernest Communities LLCAddress 10393 Ford Ave, Richmond Hill, GA 31324Owner of Record* Ernest Communities LLC Phone 912.398.6779Address 10393 Ford Ave, Richmond Hill, GA 31324Engineer* Hunter Whitfield - Hussey Gay Bell Engineers Phone 912.354.4626Address 329 Commercial Drive, Savannah, GA 31406Surveyor* Nathan Brown - Hussey Gay Bell Engineers Phone 912.354.4626Address 329 Commercial Drive, Savannah, GA 31406

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

Total acreage subdivided 6.49 ac. Zoning PD Number of Lots 42Date of sketch plan approval April 22, 2019 Date of preliminary plan approval June 18, 2020Map#/Parcel# to be subdivided 04160020F00 List all contiguous holdings in the same ownership:

Map#/Parcel# _____

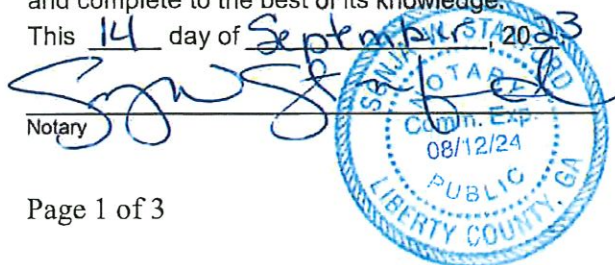
Water supply Effingham CountySewer supply Effingham CountyHave any changes been made since this Subdivision was last before the County Commission? No

If so, please describe: _____

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

This 14 day of September, 2023

Notary



Applicant

Owner

Beth Holley
Beth Holley

EFFINGHAM COUNTY

FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

Office Use	Applicant Use
Project Information:	
	<input checked="" type="checkbox"/> 1. Graphic scale.
	<input checked="" type="checkbox"/> 2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.
	<input checked="" type="checkbox"/> 3. North arrow.
	<input checked="" type="checkbox"/> 4. Land reference point.
	<input checked="" type="checkbox"/> 5. Point of beginning designated.
	<input checked="" type="checkbox"/> 6. Date of preparation (under Surveyor's signature).
	<input checked="" type="checkbox"/> 7. Name of Subdivision.
	<input checked="" type="checkbox"/> 8. Names of adjacent subdivisions and owners of adjoining parcels of land.
	<input checked="" type="checkbox"/> 9. Names and widths of adjacent streets.
	<input checked="" type="checkbox"/> 10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.
	<input checked="" type="checkbox"/> 11. Plat boundaries darkened.
	<input checked="" type="checkbox"/> 12. Proposed building setback lines.
	<input checked="" type="checkbox"/> 13. Location of all existing easements or other existing features.
	<input checked="" type="checkbox"/> 14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.
	<input checked="" type="checkbox"/> 15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.
	<input checked="" type="checkbox"/> 16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.
	<input checked="" type="checkbox"/> 17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.
	<input checked="" type="checkbox"/> 18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).
	<input checked="" type="checkbox"/> 19. Location of city limits and county lines, if applicable.

	X	20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).
	X	21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS
	X	22. Certificate of Approval – To be signed by County Commission chair.
	X	23. Signed Certificate of Accuracy.
	X	24. Signed Certificate of Ownership and Dedication – Individuals.
	X	25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).
		26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.
		27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.
		28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.

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

This 14 day of September, 2023

[Signature]
Notary

[Signature]
Applicant
[Signature]
Owner



STATE OF GEORGIA)
COUNTY OF)

WARRANTY DEED

THIS INDENTURE made this ____ day of _____, 2023, by and between **ERNEST COMMUNITIES, LLC**, a Georgia limited liability company, as Party of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, as Party of the Second Part, hereinafter referred to as Grantee (the words “Grantor” and “Grantee” to include their respective, successors and assigns where the context requires or permits).

WITNESSETH:

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

ALL THOSE CERTAIN LOTS, TRACTS, OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE 9TH G. M. DISTRICT OF EFFINGHAM COUNTY, GEORGIA AND BEING SHOWN AND DESIGNATED AS THE STREET AND RIGHT-OF-WAY KNOWN AS "HAISLEY RUN" ON THAT CERTAIN PLAT OF NEW HAVEN, PHASE 2, BEING A PORTION OF PARCEL 5 & 6, FORMERLY PORTION OF TRACT 2 OF THE RINCON RESEARCH TRACT, 9TH GM DISTRICT, EFFINGHAM COUNTY, GEORGIA, PREPARED BY P. NATHAN BROWN, GRLS 3185, HUSSEY, GAY, BELL AND DEYOUNG, INC., DATED MAY 31, 2023, AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA, IN PLAT BOOK _____, PAGE(S) _____.

SAID PLAT IS INCORPORATED HEREIN BY SPECIFIC REFERENCE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREIN CONVEYED. IT IS THE INTENTION OF THE GRANTOR TO CONVEY TO THE GRANTEE ALL OF ITS INTEREST IN THE AFORENAMED STREET OR RIGHT-OF-WAY FOR PUBLIC ACCESS.

TOGETHER WITH the water and sanitary sewer systems and drainage improvements located within said right-of-way and public easements, all located within New Haven Subdivision, Phase 2, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, sidewalks, common areas, and any portion of the water system from the water meter to any residence.

TOGETHER WITH a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities over, through and across and in those areas designated as utility easements, and drainage easements, including the right to ingress and egress over the easements, all located within New Haven Subdivision, Phase 2, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

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

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

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

ERNEST COMMUNITIES, LLC

BY: _____ (Seal)
Elizabeth K. Williams-Holley, Manager

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

The foregoing conveyance of streets and drainage, water and sewer improvements in New Haven Subdivision, Phase 2, Effingham County, Georgia is hereby accepted by the Grantee.

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, 2023.

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

BY: _____ (Seal)
Wesley Corbitt
Chairman

ATTEST: _____ (Seal)
Stephanie Johnson
Effingham County Clerk

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

Staff Report

Subject: Resolution Requesting the Introduction of Local Legislation and the Creation of a Public Facilities Authority

Author: Tim Callanan

Department: County Manager

Meeting Date: December 4, 2023

Item Description: Approval of a Resolution Requesting the Introduction of Local Legislation and the Creation of a Public Facilities Authority

Summary Recommendation: Consideration of approval of a Resolution Requesting the Introduction of Local Legislation and the Creation of a Public Facilities Authority.

Executive Summary/Background:

- Effingham County wishes to request local legislation be enacted by the State Legislature to enable the formation of a Public Facilities Authority.
- Facilitates the financing of capital projects in the county
- Modeled our ordinance off of Bryan and Bulloch counties who both has established Public Facility Authorities.

Alternatives for Commission to Consider:

1. Approve the Resolution Requesting the Introduction of Local Legislation and the Creation of a Public Facilities Authority.
2. Do not approve the proposed Resolution.
3. Provide Staff with direction.

Recommended Alternative: Staff recommends alternative 1 – Approve the Resolution Requesting the Introduction of Local Legislation and the Creation of a Public Facilities Authority.

Other Alternatives: Do not approve &/or provide staff with direction

Department Review: County Manager

Funding Source: N/A

Attachments: Resolution and Exhibit A

STATE OF GEORGIA
EFFINGHAM COUNTY

**A RESOLUTION REQUESTING THE INTRODUCTION OF LOCAL LEGISLATION
AND THE CREATION OF A PUBLIC FACILITIES AUTHORITY**

The Board of Commissioners of Effingham County (the “Board of Commissioners”), in a regular meeting assembled and pursuant to lawful authority thereof, of motion made, seconded and duly passed resolves as follows:

WHEREAS, the Board of Commissioners, the body charged with managing the affairs of Effingham County, Georgia (the “County”), has determined that the creation of a Public Facilities Authority (the “Authority”) would be in the best interests of the residents of the County; and

WHEREAS, the Authority must be created by local legislation adopted by the Georgia General Assembly;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, as follows:

1. The Board of Commissioners requests that its local legislative delegation introduce the local law attached hereto as Exhibit A in the 2024 Georgia General Assembly with such minor changes as the local legislative delegation and legislative council shall determine should be made.
2. The Chairman of the Board of Commissioners is hereby authorized to do all things and to execute all documents necessary to carry out the intent of this resolution.
3. This resolution shall take effect immediately upon its adoption.
4. All resolutions or parts thereof that conflict with this resolution are hereby repealed.

SO RESOLVED THIS _____ DAY OF _____, 2023.

Effingham County Board of Commissioners

By: _____

Attest:

EXHIBIT A

A BILL TO BE ENTITLED

AN ACT

To create the Effingham County Public Facilities Authority and to provide for the appointment of members of the Authority; to provide for a short title; to confer powers upon the Authority; to provide for purpose and scope of operations of the Authority; to provide for definitions; to authorize the issuance of revenue bonds of the Authority; to fix and provide the venue and jurisdiction of actions relating to any provisions of this Act; to provide for moneys received and trust funds; to provide for tort immunity; to provide for tax exemption, rates, charges, and revenues; to provide for effect on other governments; to provide for construction of act and severability; to provide for related matters; to provide for an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Short title.

This Act shall be known and may be cited as the “Effingham County Public Facilities Authority Act.”

SECTION 2.

Effingham County Public Facilities Authority.

(a) There is hereby created a public body corporate and politic to be known as the “Effingham County Public Facilities Authority,” which shall be deemed to be a political subdivision of the state and a public corporation, and by that name, style, and title such body may contract

and be contracted with, sue and be sued, implead and be impleaded, and complain and defend in all courts of law and equity. The Authority shall have perpetual existence.

(b) The Authority shall consist of three members who shall be appointed by the Board of Commissioners of Effingham County. Members of the Board of Commissioners of Effingham County may be appointed to the Authority. All appointments shall be made for terms of two years and until successors are appointed and qualified. Immediately after such appointments, the members of the Authority shall enter upon their duties. To be eligible for appointment as a member of the Authority, a person shall be at least 21 years of age and a resident of Effingham County, Georgia, for at least two years prior to the date of his or her appointment and shall not have been convicted of a felony. Any member of the Authority may be selected and appointed to succeed himself or herself. A member may be removed from office by the Board of Commissioners of Effingham County for failure to perform the appropriate duties of membership. Notwithstanding the foregoing eligibility requirements for members of the Authority, the County Manager and the Finance Director of Effingham County shall serve as *ex officio* members of the Authority and shall act as nonvoting members.

(c) The members shall not be compensated for their services; provided, however, that such members shall be reimbursed for their actual expenses necessarily incurred in the performance of their duties.

(d) The members of the Authority shall elect one of their number as chairperson and another as vice chairperson. The members of the Authority shall also elect a secretary, who need not be a member of the Authority, and may also elect a treasurer, who need not be a member of the Authority. The secretary may also serve as treasurer. If the secretary and treasurer are not members of the Authority, such officers shall have no voting rights; and each shall serve for a period of one year and until their successors are duly elected and qualified.

(e) Two members of the Authority shall constitute a quorum. No vacancy on the Authority shall impair the right of the quorum to exercise all of the rights and perform all of the duties of the Authority.

SECTION 3.

Definitions.

As used in this Act, the term:

(1) “Authority” means the Effingham County Public Facilities Authority created by this Act.

(2) “Costs of the project” means and embraces the cost of construction; the cost of all lands, properties, rights, easements, and franchises acquired; the cost of all machinery and equipment; financing charges; interest prior to and during construction and for six months after completion of construction; the cost of engineering, architectural, fiscal agents' expenses, legal expenses, plans and specifications, and other expenses necessary or incidental to determining the feasibility or practicability of the project; administrative expenses and such other expenses as may be necessary or incidental to the financing authorized in this Act; working capital; and all other costs necessary to acquire, construct, add to, extend, improve, equip, operate, and maintain the project.

(3) “Project” means all buildings, facilities, and equipment necessary or convenient for the efficient operation of the county or any department, agency, division, or commission thereof permitted by the Revenue Bond Law.

(4) “Revenue Bond Law” means Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the “Revenue Bond Law.”

(5) “Revenue bonds” means revenue bonds authorized to be issued pursuant to the Revenue Bond Law.

(6) “Self-liquidating” means any project from which the revenues and earnings to be derived by the authority therefrom, including, but not limited to, any contractual payments with governmental or private entities, and all properties used, leased, and sold in connection herewith, together with any grants, will be sufficient to pay the costs of operating, maintaining, and repairing the project and to pay the principal and interest on the revenue

bonds or other obligations which may be issued for the purpose of paying the costs of the project.

(7) “State” means the State of Georgia.

SECTION 4.

Powers.

The Authority shall have the power:

- (1) To have a seal and alter the same at its pleasure;
- (2) To acquire by purchase, lease, gift, condemnation, or otherwise and to hold, operate, maintain, lease, and dispose of real and personal property of every kind and character for its corporate purposes;
- (3) To acquire in its own name by purchase on such terms and conditions and in such manner as it may deem proper or by condemnation in accordance with the provisions of any and all existing laws applicable to the condemnation of property for public use, real property, or rights or easements therein, or franchises necessary or convenient for its corporate purposes; to use the same so long as its corporate existence shall continue; and to lease or make contracts with respect to the use of or disposal of the same in any manner it deems to the best advantage of the Authority. The Authority shall be under no obligation to accept and pay for any property condemned under this Act except from the funds provided under the authority of this Act. In any proceedings to condemn, such orders may be made by the court having jurisdiction of the suit, action, or proceedings as may be just to the Authority and to the owners of the property to be condemned. No property shall be acquired under the provisions of this Act upon which any lien or encumbrance exists, unless, at the time such property is so acquired, a sufficient sum of money is to be deposited in trust to pay and redeem the fair value of such lien or encumbrance;
- (4) To appoint, select, and employ officers, agents, and employees, including engineering, architectural, and construction experts, fiscal agents, and attorneys, and to fix

their respective compensations;

(5) To execute contracts, leases, installment sale agreements, and other agreements and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvement, equipping, operation, or maintenance of a project; and any and all persons, firms, corporations, and Effingham County are hereby authorized to enter into contracts, leases, installment sale agreements, and other agreements or instruments with the Authority upon such terms and for such purposes as they deem advisable and as they are authorized by law;

(6) To acquire, construct, add to, extend, improve, equip, hold, operate, maintain, lease, and dispose of projects;

(7) To pay the costs of the project with the proceeds of revenue bonds or other obligations issued by the Authority or from any grant or contribution from the United States or any agency or instrumentality thereof or from this state or any agency or any instrumentality or other political subdivision thereof or from any other source whatsoever;

(8) To accept loans or grants of money, materials, or property of any kind from the United States or any agency or instrumentality thereof, upon such terms and conditions as the United States or such agency or instrumentality may require;

(9) To accept loans or grants of money, materials, or property of any kind from this state or any agency or instrumentality or political subdivision or municipal corporation thereof, upon such terms and conditions as this state or such agency or instrumentality or political subdivision or municipal corporation may require;

(10) To borrow money for any of its corporate purposes, to issue revenue bonds, and to provide for the payment of the same and for the rights of the holders thereof;

(11) To exercise any power usually possessed by private corporations performing similar functions, including the power to incur short-term debt and to approve, execute, and deliver appropriate evidence of any such indebtedness;

(12) To adopt, alter, or repeal its own bylaws, rules, and regulations governing the manner in which its business is transacted; and

(13) To do all things necessary or convenient to carry out the powers expressly given in this Act.

SECTION 5.

Revenue bonds.

The Authority, or any authority or body which has or which may in the future succeed to the powers, duties, and liabilities vested in the Authority created by this Act, shall have power and is authorized, pursuant to the Revenue Bond Law, to provide by resolution for the issuance of revenue bonds of the Authority for the purpose of paying all or any part of the costs of a project and for the purpose of refunding revenue bonds or other obligations previously issued; provided, however, that no such revenue bonds shall be issued to finance a project for the Effingham County School District or any other political subdivision or municipal corporation of the state located within Effingham County other than Effingham County. Revenue bonds shall be undertaken, issued, priced, validated, sold, paid, redeemed, refunded, secured, and replaced in accordance with the provisions of the Revenue Bond Law.

SECTION 6.

Revenue bonds; conditions precedent to issuance.

The Authority shall adopt a resolution authorizing the issuance of the revenue bonds. In the resolution, the Authority shall determine that the project financed with the proceeds of such revenue bonds is self-liquidating. Revenue bonds may be issued without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions, and things which are specified or required by this Act. Any resolution providing for the issuance of revenue bonds under the provisions of this Act shall become effective immediately upon its passage and need not be published or posted, and any such resolution

may be passed at any regular, special, or adjourned meeting of the Authority by a majority of its members present and voting.

SECTION 7.

Credit not pledged.

Revenue bonds of the Authority shall not be deemed to constitute a debt of Effingham County or the State of Georgia, nor a pledge of the faith and credit of this state or such county, but such revenue bonds shall be payable solely from the fund hereinafter provided for. The issuance of such revenue bonds shall not directly, indirectly, or contingently obligate this state or such county to levy or pledge any form of taxation whatsoever for payment of such revenue bonds or to make any appropriation for their payment, and all such revenue bonds shall contain recitals on their face covering substantially the foregoing provisions of this section. Notwithstanding the foregoing provisions, this Act shall not affect the ability of the Authority and any political subdivision to enter into an intergovernmental contract pursuant to which the political subdivision agrees to pay amounts sufficient to pay operating charges and other costs of the Authority or any project including, without limitation, the principal of and interest on revenue bonds in consideration for services or facilities of the Authority.

SECTION 8.

Trust indenture as security.

In the discretion of the Authority, any issuance of revenue bonds may be secured by a trust indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without this state. Either the resolution providing for the issuance of the revenue bonds or such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of the

bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the Authority in relation to the acquisition and construction of the project, the maintenance, operation, repair, and insuring of the project, and the custody, safeguarding, and application of all money.

SECTION 9.

Trust indenture as security, remedies of bondholders.

Any holder of revenue bonds and the trustee under the trust indenture, if any, except to the extent that the rights given herein may be restricted by resolution passed before the issuance of the revenue bonds or by the trust indenture, may, either at law or in equity, by suit, action, mandamus, or other proceedings, protect and enforce any and all rights it may have under the laws of the state, including specifically, but without limitation, the Revenue Bond Law, or granted hereunder or under such resolution or trust indenture and may enforce and compel performance of all duties required by this Act or by such resolution or trust indenture to be performed by the Authority or any officer thereof, including the fixing, charging, and collecting of revenues, fees, tolls, fines, and other charges for the use of the facilities and services furnished.

SECTION 10.

Trust indenture as security; validation.

Revenue bonds and the security therefor shall be issued, confirmed, and validated in accordance with the provisions of the Revenue Bond Law. The petition for validation shall also make Effingham County party defendant to such action if the county has contracted with the Authority for services or facilities relating to the project for which revenue bonds are to be issued and sought to be validated, and such defendant shall be required to show cause, if

any exists, as to why such contract or contracts shall not be adjudicated as a part of the basis for the security for the payment of any such revenue bonds. The revenue bonds, when validated, and the judgment of validation shall be final and conclusive with respect to such revenue bonds and the security for the payment thereof and interest thereon and against the Authority and all other defendants.

SECTION 11.

To whom proceeds of bonds shall be paid.

In the resolution providing for the issuance of revenue bonds or in the trust indenture, the Authority shall provide for the payment of the proceeds of the sale of the revenue bonds to any officer or person who, or any agency, bank, or trust company which, shall act as trustee of such funds and shall hold and apply the same to the purposes thereof, subject to such regulations as this Act and such resolution or trust indenture may provide.

SECTION 12.

Sinking fund.

The money received pursuant to an intergovernmental contract and the revenues, fees, tolls, fines, charges, and earnings derived from any particular project or projects, regardless of whether or not such revenues, fees, tolls, fines, charges, and earnings were produced by a particular project for which revenue bonds have been issued, unless otherwise pledged and allocated, may be pledged and allocated by the Authority to the payment of the principal and interest on revenue bonds of the Authority as the resolution authorizing the issuance of the revenue bonds or the trust indenture may provide. Such funds so pledged from whatever source received may be set aside at regular intervals as may be provided in the resolution or trust indenture into a sinking fund, which sinking fund shall be pledged to and charged with

the payment of:

- (1) The interest upon such revenue bonds as the same shall fall due;
- (2) The principal or purchase price of such revenue bonds as the same shall fall due;
- (3) Any premium upon such revenue bonds as the same shall fall due;
- (4) The purchase of such revenue bonds in the open market; and
- (5) The necessary charges of the paying agent for paying principal and interest.

The use and disposition of such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of the revenue bonds or in the trust indenture, but, except as may otherwise be provided in such resolution or trust indenture, such sinking fund shall be maintained as a trust account for the benefit of all revenue bonds without distinction or priority of one over another.

SECTION 13.

Venue and jurisdiction.

Any action to protect or enforce any rights under the provisions of this Act or any suit or action against such Authority shall be brought in the Superior Court of Effingham County, and any action pertaining to validation of any revenue bonds issued under the provisions of this Act shall likewise be brought in said court which shall have exclusive, original jurisdiction of such actions.

SECTION 14.

Interest of bondholders protected.

While any of the revenue bonds issued by the Authority remain outstanding, the powers duties, or existence of such Authority or its officers, employees, or agents shall not be diminished or impaired in any manner that will affect adversely the interests and rights of the

holders of such revenue bonds; and no other entity, department, agency, or authority shall be created which will compete with the Authority to such an extent as to affect adversely the interests and rights of the holders of such revenue bonds, nor shall the state itself so compete with the Authority. The provisions of this Act shall be for the benefit of the Authority and the holders of any such revenue bonds, and upon the issuance of such revenue bonds under the provisions of this Act, shall constitute a contract with the holders of such revenue bonds.

SECTION 15.

Money received considered trust funds.

All money received pursuant to the authority of this Act, whether as proceeds from the sale of revenue bonds, as grants or other contributions, or as revenue, income, fees, and earnings, shall be deemed to be trust funds to be held and applied solely as provided in this Act.

SECTION 16.

Purpose of the Authority; reversion upon dissolution.

(a) The Authority is created for the purpose of promoting the public good and general welfare of the citizens of the Effingham County, and financing and providing facilities, equipment, and services within the county, for sale to, lease or sublease to, ownership, or operation by the county as otherwise authorized by law.

(b) Upon the dissolution of the Authority, all assets owned by the Authority shall become the property of the county.

SECTION 17.

Rates, charges, and revenues; use.

The Authority is hereby authorized to prescribe and fix rates and to revise same from time to time and to collect revenues, tolls, fees, and charges for the services, facilities, and commodities furnished and, in anticipation of the collection of the revenues, to issue revenue bonds or other types of obligations as provided in this Act to finance, in whole or in part, the costs of the project and to pledge to the punctual payment of said revenue bonds or other obligations all or any part of the revenues.

SECTION 18.

Rules, regulations, service policies, and procedures for operation of projects.

It shall be the duty of the Authority to prescribe rules, regulations, service policies, and procedures for the operation of any project or projects constructed or acquired under the provisions of this Act. The Authority may adopt bylaws.

SECTION 19.

Tort immunity.

To the extent permitted by law, the Authority shall have the same immunity and exemption from liability for torts and negligence as Effingham County; and the officers, agents, and employees of the Authority when in the performance of the work of the Authority shall have the same immunity and exemption from liability for torts and negligence as the officers, agents, and employees of Effingham County when in the performance of their public duties or work of the county.

SECTION 20.

Tax exemption.

The income of the Authority, the properties of the Authority, both real and personal, and all revenue bonds, certificates of participation, notes, and other forms of obligations issued by the Authority shall be exempt from all state and local taxes and special assessments of any kind to the extent permitted by and in accordance with the general laws of the state.

SECTION 21.

Effect on other governments.

This Act shall not and does not in any way take from Effingham County or any county or municipal corporation the authority to own, operate, and maintain public facilities or to issue revenue bonds as provided by the Revenue Bond Law.

SECTION 22.

Liberal construction of Act.

This Act, being for the welfare of various political subdivisions of this state and its inhabitants, shall be liberally construed to effect the purposes hereof.

SECTION 23.

Severability; effect of partial invalidity of Act.

The provisions of this Act are severable, and if any of its provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

SECTION 24.

Effective date.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 25.

General repealer.

All laws and parts of laws in conflict with this Act are repealed.

Staff Report

Subject: Approval and publication of new job descriptions and new job titles for various departments.

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: December 5, 2023

Item Description: Approval and publication of new job descriptions and new job titles for various departments.

Summary Recommendation:

Staff is requesting authorization to approve and publish new job descriptions and new job titles for various departments.

Executive Summary/Background

EMT-Basic: this position is responsible for administering appropriate pre-hospital emergency medical treatment to the ill and injured.

Senior Planner: this position often requires advanced professional planning experience of high complexity and variety. Some functions are similar to those of the Planner II level, though the Senior Planner often leads or is significantly involved with larger, more complex planning assignments. Planners at this level exercise greater independence and judgment, receiving general supervision from senior management. The Senior Planner may supervise the Planning Technician, Planner I or II, depending on the structure of the organization.

Procurement and Capital Improvements Project Manager: The purpose of this classification is to assist the County Manager and County Engineer with the management of the planning, design and construction of capital improvement projects and private developments projects that range in dollar value from \$5,000 to \$50,000,000. This position works independently, yet under administrative supervision, coordinating projects and reporting major activities to department head and executive level administrators. Types of capital projects include public buildings such as fire, police, administrative, municipal, and recreation facilities, as well as horizontal projects such as roads, storm water, water, sewer, parks, and recreational fields. Types of private projects include sites and buildings such as commercial and industrial, as well as horizontal projects such as roads, storm water, water, sewer, and open space associated with residential developments. This position is also responsible for administering the purchasing program for the County, including developing and implementing policies and procedures and delegating tasks as needed to appropriate employees.

Purchasing Tech: The purpose of this classification is to assist in the administration of the purchasing program for the County, including developing and implementing policies and procedures, and maintaining project files and correspondence.

Purchasing Agent: The purpose of this classification is to administer the purchasing program for the County, including developing and implementing policies and procedures, managing the risk management program, and maintaining project files and correspondence.

ESSENTIAL

Alternatives for Commission to Consider

1. Approve the job descriptions and job titles, authorize publication and distribution.
2. Disapprove the job description and guide staff.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: None.

Department Review: County Manager, EMS, Development Services, and Human Resources.

Funding Source: Funding through vacancy/turnover savings.

Attachment: EMT-Basic Job Description
 Senior Planner Job Description
 Procurement and Capital Improvements Project Manager Job Description
 Purchasing Technician Job Description
 Purchasing Agent Job Description

The Senior Planner most often requires advanced professional planning experience of high complexity and variety. Some functions are similar to those of the Planner II level, though the Senior Planner often leads or is significantly involved with larger, more complex planning assignments. Planners at this level exercise greater independence and judgment, receiving general supervision from senior management. The Senior Planner **may supervise** the Planning Technician, Planner I or II, depending on the structure of the organization.

TYPICAL FUNCTIONS

- Performs advanced professional work related to variety of planning assignments
- Manages complex planning studies, development applications and reviews consultant proposals
- Reviews and processes complex comprehensive plan amendments, rezoning's, annexations, site plans, plats
- Develops project budgets, administers bidding process, verifies contract expenditures and compliance
- Conducts research and prepares statistical reports on land use, physical, social & economic issues
- Provides professional planning assistance to member communities on varied land use projects
- Develops transportation plans, studies and analyses on regional basis
- Works in regional program areas relating to natural/water resources planning, community development, hazard mitigation, coastal zone management and others
- Performs field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans
- Schedules and conducts meetings with advisory boards and elected officials
- Presents reports and other findings to staff, planning and zoning boards and commissions, and elected officials and serves as liaison
- Attends substantial number of evening and weekend meetings
- Supervises more junior planners within organization

TYPICAL KNOWLEDGE

- Advanced knowledge of the philosophies, principals, practices & techniques of planning
- Well-developed knowledge of one or more planning disciplines, such as land use planning/zoning, transportation planning, environmental planning, urban design, housing, historic preservation or economic development
- Knowledge and experience in construction processes

- Knowledge of principles, methodology, practices of research and data collection
- Knowledge of effective writing techniques
- Knowledge of computer programs and applications, which may include Microsoft Office, Internet applications econometric or transportation modeling, and database management
- GIS programs and applications

TYPICAL SKILLS

- Excellent oral and written communication skills for preparing and presenting planning reports and projects
- Excellent interpersonal skills for facilitating relationships with elected/appointed officials or other decision-makers
- Creative problem-solving skills to gather relevant information to solve less well- defined planning problems
- Group facilitation skills for use with community workshops
- Ability to work on several projects or issues simultaneously
- Ability to provide effective supervision and staff management
- Ability to manage projects effectively and meet firm deadlines
- Ability to facilitate in-person and virtual public participation activities

MINIMUM QUALIFICATIONS

The Senior Planner, requires a bachelor's degree, four years of professional planning experience. Organizations may accept candidates possessing a bachelor's degree in planning or a related field and six years of professional planning experience. Supervisory experience may be required or preferred. AICP Certification is preferred.

Updated November 2023



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Emergency Medical Technician (Basic)	Job Code: 001906
Reports to: Paramedic, Shift Supervisor, Director of Emergency Medical Services	FLSA Status:
Department: Emergency Medical Services	Pay Grade:

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

Position Overview:

This position is responsible for administering appropriate pre-hospital emergency medical treatment to the ill and injured.

Principal Duties and Responsibilities (Essential Functions):

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. All knowledge and skills outlined are required for this classification, as emergencies are unpredictable and the potential exists for any of these tasks to be implemented.

Respond to the scene of life-threatening or other emergency medical situations.

Render emergency medical assistance within his/her scope of practice to those in need.

Render routine patient care (such as patient assessment, vital sign trending, oxygen maintenance, etc.)

Transport sick or injured patients to appropriate care facilities.

Extricate patients from motor vehicle collisions and other entrapment situations when necessary.

Complete written patient care documentation in the form of "Quick Reports" to be presented to the receiving facility during transfer of patient care.

Complete documentation in the form of patient care reports for all patient contact as required by the department and in accordance with state requirements.

Ensure the proper functioning of all emergency medical equipment and emergency vehicle through regular inspection.

Ensure adequate inventory supply aboard emergency vehicle through regular inspection.

Communicate clearly and properly with dispatchers.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Emergency Medical Technician –
Intermediate or Advanced**

Job Code: 001906

Communicate clearly and properly with co-workers, hospital personnel, law enforcement, fire department personnel, and members of the public to coordinate and provide services and exchange information.

Perform housekeeping and maintenance duties (such as washing emergency vehicles, cleaning assigned station, etc.) as assigned.

Make presentations to schools and civic organizations during public relations events as assigned.

Maintain current state certification through continuing education.

Maintain required certifications for licensure level (such as CPR.)

Comply with guidelines set forth in written Standard Operating Guidelines and Pre-Hospital Clinical Operating Guidelines.

Attend required staff meetings and educational classes.

Perform other related duties as assigned.

Operate with a team-focused approach, maintaining a favorable working relationship with other department personnel to foster aid and promote a cooperative and harmonious working climate which will be conducive to maximum morale, productivity and efficiency/effectiveness.

Perform all duties and responsibilities in a timely and effective manner in accordance with established policies and procedures to achieve the overall objectives of this position.

Supervision Received:

Emergency Medical Technicians (Basic) will report to the following:

- The Paramedic whose license the Emergency Medical Technician I/A is operating under.
- The Shift Supervisor
- The Director of Effingham County Emergency Medical Services.

The Director, Supervisor, or Paramedic assigns work in the form of general instruction, requiring the use of some judgment for all types of tasks. Continuing instruction as a task proceeds may also be given. The Director, Supervisor, or Paramedic spot-checks work in progress and upon completion for accuracy and compliance with instruction and standardized procedure.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Emergency Medical Technician –
Intermediate or Advanced**

Job Code: 001906

Supervision Exercised:

This position has no supervisory or management responsibilities.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

Human Interaction: Requires the ability to apply principles of persuasion and/or influence.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, and/or advisory data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication, and division; the ability to calculate decimals and percentages; the ability to utilize principles of fractions; and the ability to interpret graphs.

PERFORMANCE APTITUDE, continued:

Functional Reasoning: Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert very moderate physical effort in light work, typically involving some combination of stooping, kneeling, crouching and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds). Tasks may also involve the ability to exert heavy physical effort in heavy work, with greater emphasis on climbing and balancing, but typically also involving some combination of stooping, kneeling, crouching,



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Emergency Medical Technician –
Intermediate or Advanced**

Job Code: 001906

and crawling, and the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-50 pounds); may occasionally involve heavier objects and materials (100 pounds or over).

Sensory Requirements: Some tasks require the ability to perceive and discriminate sounds and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions, however, performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.

Skills (Core Competencies):

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Emergency Medical Technician (Basic) level medical and life sustaining techniques including cardiac care, trauma and shock care, ventilation, and cardiopulmonary resuscitation
- Emergency Medical Technician (Basic) level medical and traumatic injury assessment
- Medical terminology
- County road system and geography
- FCC rules and regulations
- Radio communications equipment
- Operation of Emergency Vehicle (Ambulance)

Ability to:

- Operate both as a member of a team and independently at incidents of uncertain duration
- Perform a variety of tasks in environments of high noise, poor visibility, limited mobility, at heights, on slippery or hazardous terrain, in enclosed or confined spaces, in hot/cold/inclement weather
- Work in areas where the potential for traumatic or thermal injury is possible and where exposure to contagious/infectious disease is possible
- Perform complex tasks during life-threatening emergencies
- Work for long periods of time requiring sustained physical activity and intense concentration
- Make rapid transitions from rest to maximal exertion without warm up periods



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Emergency Medical Technician –
Intermediate or Advanced**

Job Code: 001906

- Make rapid transitions from hot environments to cold environments and from humid to dry atmospheres
- Make life or death decisions during emergency conditions
- Drive an ambulance in emergency and non-emergency situations
- Understand and carry out orders in both emergency and non-emergency situations
- Demonstrate adequate speaking skills to communicate in person as well as by radio and telephone.
- Read English and demonstrate adequate reading skills
- Write in English and demonstrate adequate writing skills
- Operate or quickly learn to operate computer and documentation software

Qualifications:

Level of competency commonly associated with completion of specialized training in the field of Emergency Medical Services, in addition to basic skills typically associated with a high school education

Education/Training:

- High school diploma or GED; supplemented by college level course work or vocational training in emergency medical services; supplemented by one (1) year previous experience and/or training that includes emergency medical services; **or** any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job

Experience:

- College level course work or vocational training in emergency medical services; supplemented by one (1) year previous experience and/or training that includes emergency medical services; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

License or Certification:

- Valid driver's license issued by the State of Georgia
- High school diploma or GED
- Appropriate Georgia State EMS certification
- Cardiopulmonary Resuscitation Basic Life Support Certification

Class Code 001503
FLSA: Exempt

EFFINGHAM COUNTY, GEORGIA

CLASSIFICATION SPECIFICATION

CLASSIFICATION TITLE: PURCHASING AGENT

PURPOSE OF CLASSIFICATION

The purpose of this classification is to administer the purchasing program for the County, including developing and implementing policies and procedures, managing the risk management program, and maintaining project files and correspondence.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

Develops and maintains purchasing policies and procedure; monitors and reports any violations of the purchasing policy.

Receives and verifies requisitions from various departments within the County.

Approves and signs off on all invoices.

Handles all condemnation proceedings on road right-of-way.

Maintains all county-owned vehicle tag and title documentation.

Ensures competitiveness of prices by researching, identifying, and establishing viable sources of supply; seeks competitive quotations; obtains sealed bids as necessary; maintains a list of qualified vendors and unqualified vendors; coordinates with and assists various department heads in preparing specifications for public bids; prepares contract documents, obtains necessary signatures, routes copies to all interested parties; maintains current files on all contracts in progress and completed contracts.

Ensures that a proper annual inventory is made and kept of all County-owned property and equipment by various departments.

Develops contract documents for services purchased through contractual arrangements; negotiates acceptable changes in contract terms and conditions with contractor; ensures that documents and procedures comply with established procurement regulations; consults with legal staff to phrase terms and conditions of contracts in a manner that protects the County.

Sets-up and conducts pre-bid conferences.

Supervises the County's Risk Management Program, excluding workers' compensation and employee medical programs; receives and responds to reports of accidents or claims and reports them to appropriate agents; periodically reviews County property to verify adequate insurance coverage; handles employee surety bonds; files claims.

Prepares and submits the County's annual property and liability insurance applications; prepares or completes various forms, reports, correspondence, or other documents; prepares all correspondence to the Department of Transportation for road contracts; places appropriate documents on agenda for Commissioners' approval; prepares various road documents for workshops; prepares all bid packages for road construction projects.

Manages equipment and supply "warehouse" for office supplies; compares prices and quality; places orders and maintains adequate inventory of frequently used items; fills orders from departments; prepares journal entries to charge departments for items received during month.

Assists with the budgeting processes by providing cost information to various departments

Oversees and takes responsibility for County beer and wine application process and maintenance of related documents

Receives various forms, reports, correspondence, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Serves as contact person for any problems or decisions regarding telephone system, cellular phones, pagers and other telecommunications; serves as contact person for any problems or decisions regarding county-owned copiers, typewriters, fax machines, computers, etc.

ADDITIONAL FUNCTIONS

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

High school diploma or GED; supplemented by college level course work or vocational training in business administration; supplemented by three (3) years previous experience and/or training that includes public or government procurement; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain valid Georgia Notary Public certification.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.

Human Interaction: Requires the ability to apply principles of persuasion and/or influence.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, profit and loss, ratio and proportion; may include ability to calculate surface areas, volumes, weights, and measures.

Functional Reasoning: Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Sensory Requirements: Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

Effingham County, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Class Code 001503
FLSA: Exempt

EFFINGHAM COUNTY, GEORGIA CLASSIFICATION SPECIFICATION

CLASSIFICATION TITLE: PURCHASING TECHNICIAN

PURPOSE OF CLASSIFICATION

The purpose of this classification is to assist in the administration of the purchasing program for the County, including developing and implementing policies and procedures, and maintaining project files and correspondence.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

Assist with maintaining purchasing policies and procedure; monitors and reports any violations of the purchasing policy.

Receives and verifies requisitions from various departments within the County as directed.

DELETE - Approves and signs off on all invoices.

DELETE - Handles all condemnation proceedings on road right-of-way.

Maintains all county-owned vehicle tag and title documentation.

Assist with the following: ensuring competitiveness of prices by researching, identifying, and establishing viable sources of supply; seeks competitive quotations; obtains sealed bids as necessary; maintains a list of qualified vendors and unqualified vendors; coordinates with and assists various department heads in preparing specifications for public bids; prepares contract documents, obtains necessary signatures, routes copies to all interested parties; maintains current files on all contracts in progress and completed contracts.

Assist in maintaining a proper annual inventory of all County-owned property and equipment by various departments.

Develops contract documents for services purchased through contractual arrangements; negotiates acceptable changes in contract terms and conditions with contractor; ensures that documents and procedures comply with established procurement regulations; consults with legal staff to phrase terms and conditions of contracts in a manner that protects the County.

Sets-up and conducts pre-bid conferences as directed.

DELETE - Supervises the County's Risk Management Program, excluding workers' compensation and employee medical programs; receives and responds to reports of accidents or claims and reports them to appropriate agents; periodically reviews County property to verify adequate insurance coverage; handles employee surety bonds; files claims.

Assist in the preparation and submittal of the County's annual property and liability insurance applications; prepares or completes various forms, reports, correspondence, or other documents; prepares all correspondence to the Department of Transportation for road contracts; places appropriate documents on agenda for Commissioners' approval; prepares various road documents for workshops; prepares all bid packages for road construction projects.

Manages equipment and supply "warehouse" for office supplies; compares prices and quality; places orders and maintains adequate inventory of frequently used items; fills orders from departments; prepares journal entries to charge departments for items received during month.

Assists with the budgeting processes by providing cost information to various departments

DELETE - Oversees and takes responsibility for County beer and wine application process and maintenance of related documents.

Receives various forms, reports, correspondence, manuals, reference materials, or other documentation; reviews, completes, processes, forwards or retains as appropriate.

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

DELETE - Serves as contact person for any problems or decisions regarding telephone system, cellular phones, pagers and other telecommunications; serves as contact person for any problems or decisions regarding county-owned copiers, typewriters, fax machines, computers, etc.

ADDITIONAL FUNCTIONS

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

High school diploma or GED; supplemented by college level course work or vocational training in business administration; supplemented by three (3) years previous experience and/or training that includes public or government procurement; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain valid Georgia Notary Public certification.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.

Human Interaction: Requires the ability to apply principles of persuasion and/or influence.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, profit and loss, ratio and proportion; may include ability to calculate surface areas, volumes, weights, and measures.

Functional Reasoning: Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Sensory Requirements: Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

Effingham County, Georgia, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Procurement and CIP Manager	Job Code: 0101112
Reports to: County Manager	FLSA Status: Exempt
Department: County Manager	DRAFT

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

PURPOSE OF CLASSIFICATION

The purpose of this classification is to assist the County **Manager and County Engineer** with the management of the planning, design and construction of capital improvement projects and private developments projects that range in dollar value from \$5,000 to \$50,000,000. This position works independently, yet under administrative supervision, coordinating projects and reporting major activities to department head and executive level administrators. Types of capital projects include public buildings such as fire, police, administrative, municipal, and recreation facilities, as well as horizontal projects such as roads, storm water, water, sewer, parks, and recreational fields. Types of private projects include sites and buildings such as commercial and industrial, as well as horizontal projects such as roads, storm water, water, sewer, and open space associated with residential developments. **This position is also responsible for administering the purchasing program for the County, including developing and implementing policies and procedures and delegating tasks as needed to appropriate employees.**

ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

Serve as project liaison and communicate information with project stakeholders, architect/designer, contractor, vendors, user department, executive management, governmental regulatory bodies, and the public, for decision-making; attend meetings as necessary.

Capital Projects

Prepares Requests for Proposals and Statements of Qualifications; evaluate and score proposals; qualify vendors; provide a recommendation to The Board of Commissioners for contract award. Prepare contract/bid documents, bid addenda and review/recommend bids.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Engineering Project Manager

Job Code: 010112

Performs pre-design assessments, programming, and conceptual planning for buildings and facilities; develop initial project schedules and an overall estimated project cost.

Coordinate information technology systems for installation on capital projects.

Review and approve all capital project related invoices and applications for payment.

~~Manages construction contract and perform quality control, including construction inspection for contract compliance.~~

Manage construction contract, manage and oversee construction process and perform quality control, including construction inspection for contract and regulatory compliance.

Continually update and manage the project schedule, the costs, and the budget throughout the lifecycle of the project.

Assesses and resolves project issues including regulatory, procedural, technical, and schedule issues.

Obtains / assures the proper approvals/permits/bonds have been obtained, and manage compliance (building permits, site permits, environmental permits, encroachment permits, zoning, etc.) as they related to the project.

Reviews design documents at various submittal stages throughout the design process for quality/constructability/functionality/programming adherence to ensure a complete set of construction documents ready for bid and construction.

Coordinate utilities (i.e. power, gas, phone, etc.) as needed.

Review contractor submittals (reports, schedules, products, etc.)

Review construction test reports, inspection reports and other technical reports such as geotechnical, environmental, and structural.

Assists as needed with all condemnation proceedings on road right-of-way.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Engineering Project Manager	Job Code: 0101112
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Coordinate project close-out procedures. Produce, collect, file and archive project documentation and reports.

Provide professional/technical assistance and past project information to support other County departments and outside entities.

Develop and continually evaluate and execute improvements to procedures and documents related to project management functions.

Receives and investigates complaints from the general public and Commissioners; interacts to address problems and situations as necessary to resolve problems.

Directs preparation of documents and materials associated with the Georgia Department of Transportation Road improvement projects.

Maintains technical skills through appropriate continuing education and professional development courses.

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

Duties and responsibilities may be added, deleted or changed at any time at the discretion of supervisor, formally or informally, either verbally or in writing.

Work schedules, to include rotating shifts, hours of work and days off may be changed at any time at the discretion of the supervisor in order to fit the needs of the County.

Regular and routine attendance at work is required.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Engineering Project Manager

Job Code: 0101112

Procurement

Develops and maintains purchasing policies and procedures; monitors and reports any violations of the purchasing policy.

Receives and verifies requisitions from various departments within the County.

Maintains all county-owned vehicle tag and title documentation.

Ensures competitiveness of prices by researching, identifying, and establishing viable sources of supply; seeks competitive quotations; obtains sealed bids as necessary; maintains a list of qualified vendors and unqualified vendors; coordinates with and assists various department heads in preparing specifications for public bids; prepares contract documents, obtains necessary signatures, routes copies to all interested parties; maintains current files on all contracts in progress and completed contracts.

Ensures that a proper annual inventory is made and kept of all County-owned property and equipment by various departments.

Develops contract documents for services purchased through contractual arrangements; negotiates acceptable changes in contract terms and conditions with contractor; ensures that documents and procedures comply with established procurement regulations; consults with legal staff to phrase terms and conditions of contracts in a manner that protects the County.

Sets-up and conducts pre-bid conferences.

Prepares and submits the County's annual property and liability insurance applications; prepares or completes various forms, reports, correspondence, or other documents; prepares all correspondence to the Department of Transportation for road contracts; places appropriate documents on agenda for Commissioners' approval; prepares



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Engineering Project Manager

Job Code: 0101112

various road documents for workshops; prepares all bid packages for road construction projects.

Compares prices and quality; places orders and maintains adequate inventory of frequently used items; fills orders from departments; prepares journal entries to charge departments for items received during month.

Assists with the budgeting processes by providing cost information to various departments

Operates a computer to enter, retrieve, review or modify data; verifies accuracy of entered data and makes corrections; utilizes word processing, spreadsheet, or other software programs.

Communicates with supervisor, employees, other departments, the public, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.

ADDITIONAL FUNCTIONS

Answers the telephone and provides information to County Manager, County Engineer, and the public on a daily basis.

Knowledge of engineering design theories and principles.

Knowledge of County personnel policy.

Knowledge of construction theories and principles.

Knowledge of the principles and practices of capital improvement cost estimation and contract administration.

Knowledge of County budgeting and purchasing policies.

Knowledge of job-related computer applications.

Knowledge of modern office practices and procedures.

Knowledge of computers and other modern office equipment.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Engineering Project Manager	Job Code: 0101112
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Skill in developing and reviewing engineering plans and designs for municipal water and sewer projects.

Skill in developing and administering contracts.

Skill in developing short- and long-range plans.

Skill in establishing priorities and organizing work.

Skill in the training and supervision of personnel.

Skill in the operation of computers and other modern office equipment.

Skill in public and interpersonal relations.

Skill in oral and written communication

Provides assistance to other employees or departments as needed.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

Bachelor's degree in civil engineering, construction management, architecture, or closely related field; supplemented by three (3) years previous experience and/or training that includes building inspections, project management, inspection, or contract administration, preferably in a municipal government; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Georgia driver's license. PE or Architect license, or the ability to obtain within 4 years, preferred.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.

Human Interaction: Requires the ability to function in a managerial capacity for a division or organizational unit. Includes the ability to make decisions on procedural and technical levels.



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Job Title: Engineering Project Manager	Job Code: 0101112
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Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations involving basic algebraic principles and formulas, and basic geometric principles and calculations.

Functional Reasoning: Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

Situational Reasoning: Requires the ability to exercise judgment, decisiveness and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE

Physical Ability: Tasks require the ability to exert very moderate physical effort in light work, typically involving some combination of stooping, kneeling, crouching and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements: Some tasks require the ability to perceive and discriminate sounds and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed without exposure to adverse environmental conditions.

Staff Report

Subject: Request Approval of an Employee Recognition Program

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: December 5, 2023

Item Description: Request Approval of an Employee Recognition Program

Summary Recommendation:

Staff is requesting authorization to approve an Employee Recognition Program.

Executive Summary/Background

HR Staff would like to begin a formal Employee Recognition Program to help with retention. This program would allow employees that milestone years to choose a gift of their liking from the website portal. The gift is sent directly to them. There are no administrative fees, and the County is billed only for selected gifts.

Alternatives for Commission to Consider

1. Approve the request for an Employee Recognition Program.
2. Disapprove and provide staff with guidance.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives: None.

Department Review: County Manager and Human Resources.

Funding Source: HR Budget

Attachment: PowerPoint Presentation

Gift Select Now

Your turnkey gifting solution



County
Effingham
Georgia
Board of Commissioners



Item XII. 13.



AGENDA

- One Tool, Multiple Uses
- Simple Administration
- Six Simple Steps
- Success Stories





Gift Select Now™

- Customized website
- Unique Redemption Codes
- No Set-Up or Admin Fees
- Pay only for gifts redeemed
- Expansive awards collection



Gift Select Now™

- 17 Standard Award Levels
 - \$25 - \$5,000 value
 - Name brand gifts

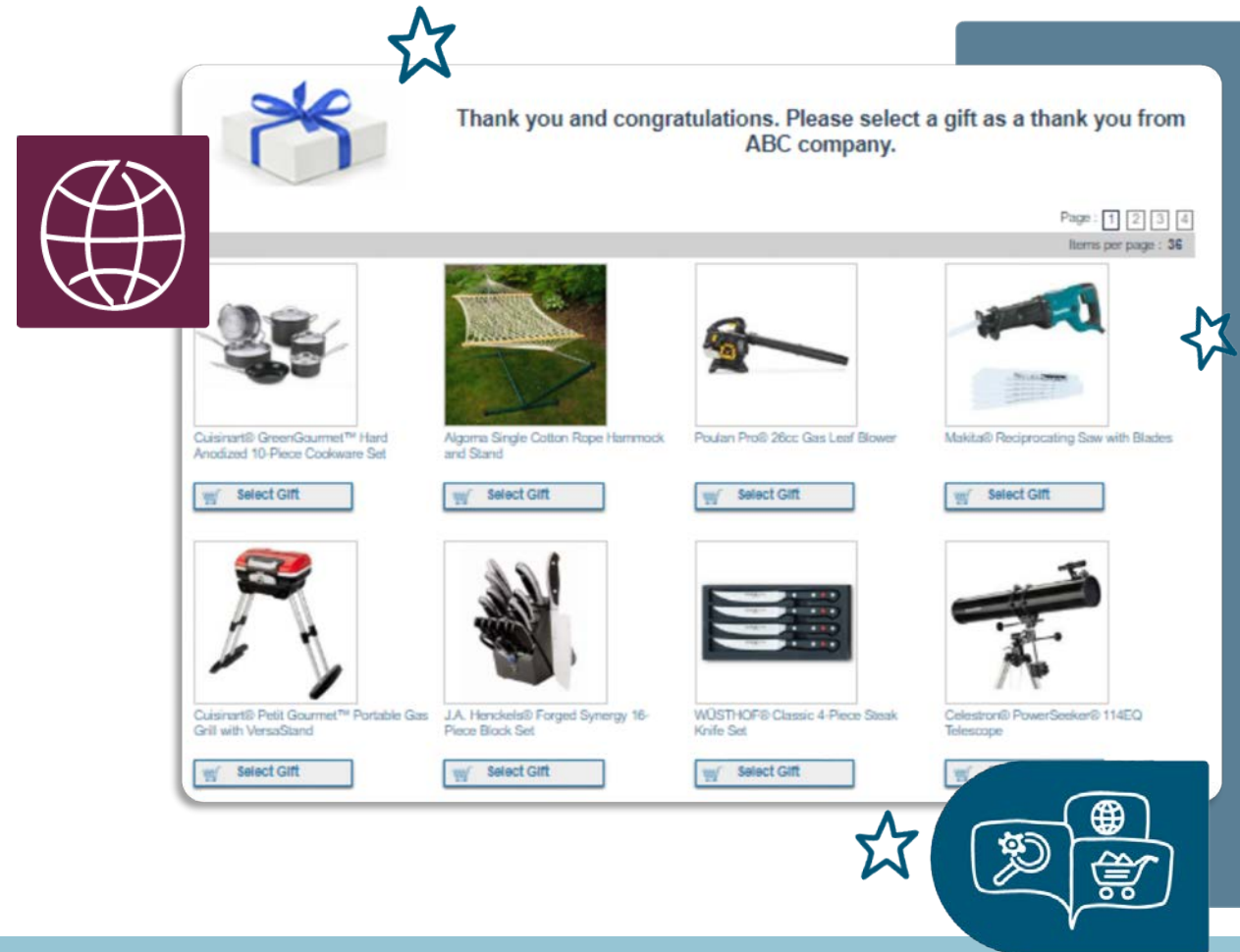
One Tool, Multiple Uses

- Holiday
- Employee Recognition
- Customer Loyalty
- Sales Attainment
- Thank You Gifts



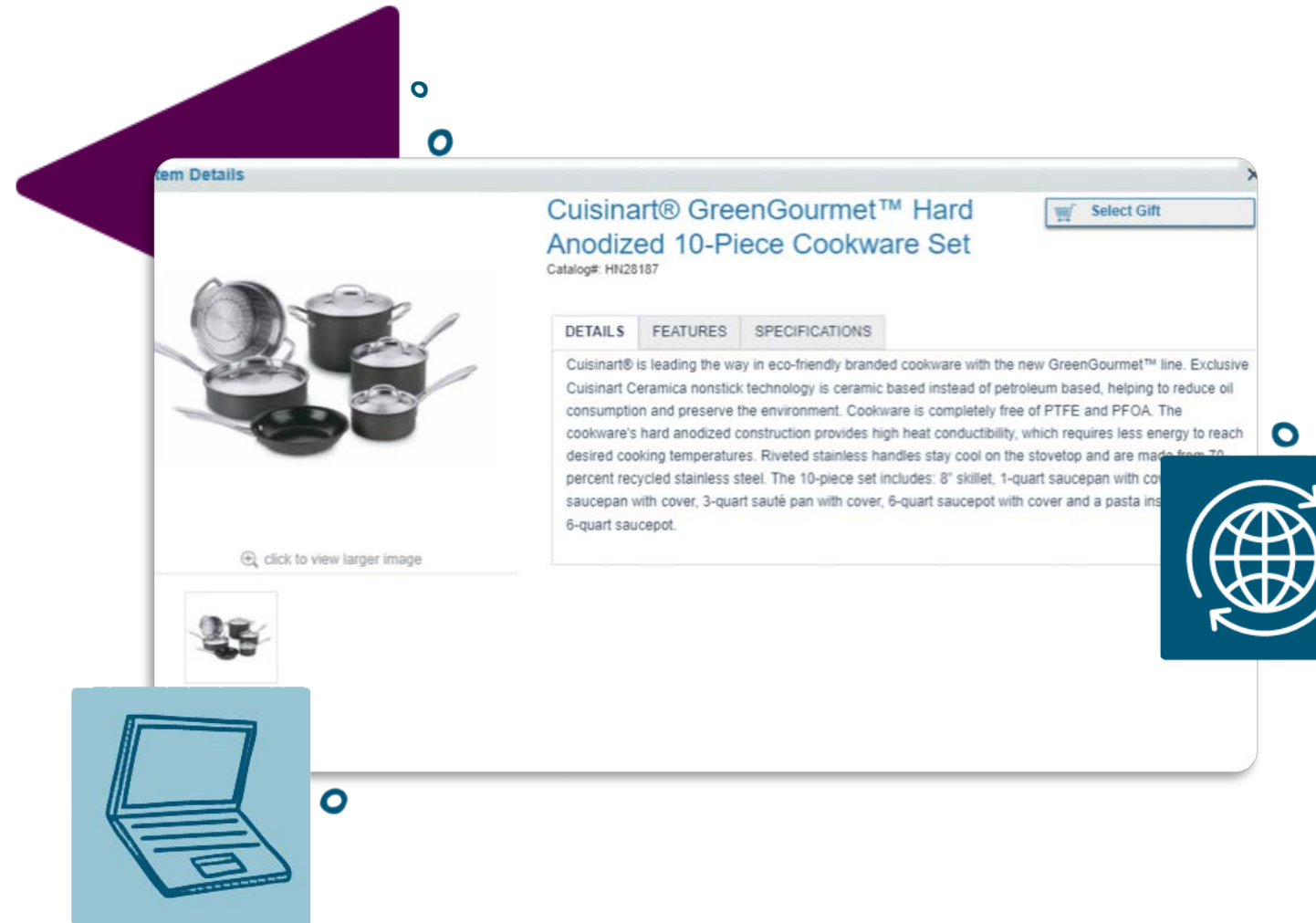
Simple Administration

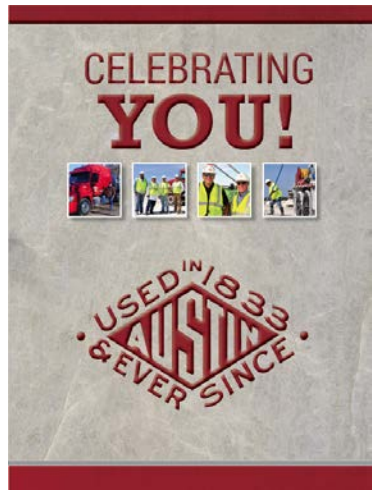
- Level-Based Redemption
 - Level-based by value
 - Unlimited award choices
 - Gifts of choice
 - Satisfaction survey option
- Code Assignment
 - Can be associated with specific user prior to issuance (or)
 - Given to recipients without prior association
- Flexibility & Ease
 - No set-up fees
 - Rewards are invoiced upon redemption
 - Customizable welcome message & logo



Six Simple Steps

1. Participant enters access code and captcha code
2. Preview awards for level
3. Select award of choice
4. Confirm shipping details
5. Proceed to checkout
6. Email confirmation upon order shipment





Optional Add-Ons*

- Custom Brochure
- Branded Folder
- Certificate
- Letter
- Ordering Instructions

Sample Presentation Box



Optional Add-Ons*

- Brand reinforcement packaging
 - Not available with all items
- Presentation Box
- Brochure
- Certificate



Sample certificates

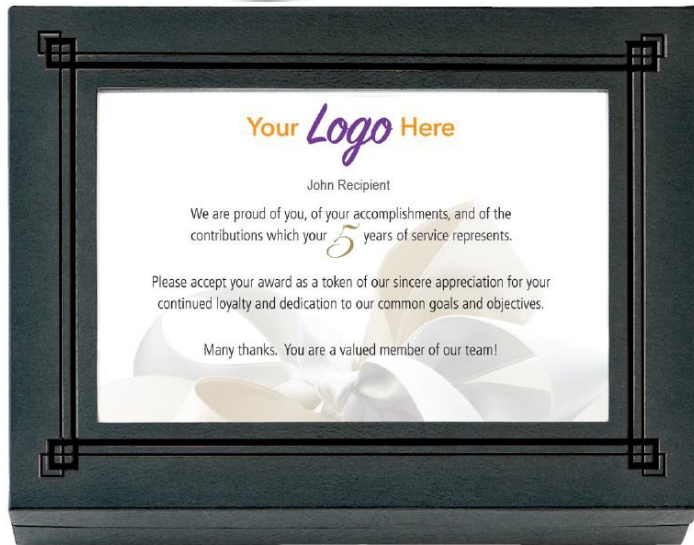
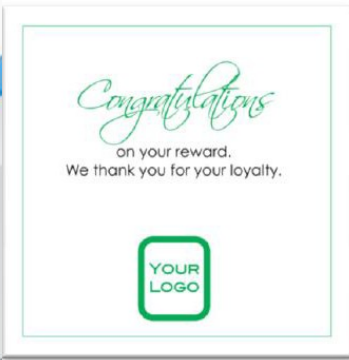


*Available at additional charge

Sample custom package



Sample custom insert



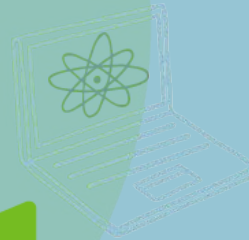
Sample presentation box



Optional Add-Ons*

- Brand reinforcement packaging
 - Not available with all items
- Presentation Box
- Brochure
- Certificate

*Available at additional charge



SUMMARY

- Gifting programs show appreciation and respect for customers, employees and partners
- But choosing the right awards and logistics can be challenging and time consuming
- Gift Select Now™ offers a simple, turnkey solution to gifting and allows the recipient to select the gift just right for them
 - No set-up or administrative fees
 - All inclusive pricing



THANK YOU

Appreci8u

Fran Ainsworth

President

770-998-7111

frana@appreci8u.com

www.appreci8u.com



Staff Report

Subject: Approval of Summary of Material Modification and Amendment #6 to Meritain Health Plan.

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: December 5, 2023

Item Description: Request approval of Summary of Material Modification and Amendment #6 to Meritain Health Plan.

Summary Recommendation

Staff recommends approving this plan amendment beginning January 1, 2024.

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

*The **Appointment of Authorized Representative** subsection under **Claims Procedures** is hereby deleted and replaced with the following:*

CLAIM PROCEDURES

Appointment of Authorized Representative

A Covered Person is permitted to appoint an authorized representative to act on his or her behalf with respect to a benefit claim or appeal of a denial. An assignment of benefits by a Covered Person to a provider will not constitute appointment of that provider as an authorized representative. To appoint such a representative, the Covered Person must complete a form which can be obtained from the Plan Administrator or the Third Party Administrator. However, in connection with a claim involving urgent care or services rendered by a Participating Provider, the Plan will permit a health care professional with knowledge of the Covered Person's medical condition to act as the Covered Person's authorized representative without completion of this form. In the event a Covered Person designates an authorized representative, all future communications from the Plan will be with the representative, rather than the Covered Person, unless the Covered Person directs the Plan Administrator, in writing, to the contrary.

Alternatives

1. Recommend approval of Summary of Material Modification and Amendment #6 to Meritain Health Plan.
2. Disapprove and provide staff with guidance on how to proceed.

Other Alternatives: None

Department Review: County Manager and Human Resources.

Funding Source: None

Attachment: Summary of Material Modification and Amendment #6 to the Effingham County Employee Benefit Plan Group No. 17760

**SUMMARY OF MATERIAL MODIFICATION
AND
AMENDMENT #6
TO THE
EFFINGHAM COUNTY
EMPLOYEE BENEFIT PLAN
GROUP NO. 17760**

This Summary of Material Modification and Amendment describes changes to the Effingham County Employee Benefit Plan effective January 1, 2021. These changes are effective as of **January 1, 2024** and will remain in effect until amended in writing by the Plan Administrator.

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

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

*The **Appointment of Authorized Representative** subsection under **Claims Procedures** is hereby deleted and replaced with the following:*

CLAIM PROCEDURES

Appointment of Authorized Representative

A Covered Person is permitted to appoint an authorized representative to act on his or her behalf with respect to a benefit claim or appeal of a denial. An assignment of benefits by a Covered Person to a provider will not constitute appointment of that provider as an authorized representative. To appoint such a representative, the Covered Person must complete a form which can be obtained from the Plan Administrator or the Third Party Administrator. However, in connection with a claim involving urgent care or services rendered by a Participating Provider, the Plan will permit a health care professional with knowledge of the Covered Person's medical condition to act as the Covered Person's authorized representative without completion of this form. In the event a Covered Person designates an authorized representative, all future communications from the Plan will be with the representative, rather than the Covered Person, unless the Covered Person directs the Plan Administrator, in writing, to the contrary.

All other provisions of this Plan shall remain unchanged.

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

Authorized Signature

Date

Title

Witness

Date

Title

Staff Report

Item XVI. 1.

Subject: Conditional Use (Fourth District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023

Item Description: Frank McDonough requests a **conditional use** for a **rural business**. Located at 2646 & 2650 Little McCall Road. [Map# 391 Parcel# 21]

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **conditional use** for a **rural business**.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**.
- The property is currently zoned R-1, however this property is surrounded by AR-1 to the north, west, and south; and R-1 to the east.
- Staff is also working to revise the business license categories within the Zoning Ordinance as part of the ordinance rewrite.
- The applicant's proposed business is contracted metal works. The applicant stated at the Planning Board meeting that currently this is a one-person operation currently for a small machine shop.
- The applicant will need the accessory structure for business operations, which is only allowed within the rural business category.
- The accessory structure will have to meet the zoning setbacks for an accessory structure within R-1 zoning:
 - Front setback: 50'
 - Back setback: 25'
 - Side setback: 15'
 - Distance from primary dwelling: 10'
- The applicant will have to provide proof of residence for the property as well.
- The Planning Board did discuss the size limitation of the rural business per the ordinance and the total number of employees before a commercial location is needed:

Rural businesses shall be limited to no more than 1,000 square feet if in a structure, and 1,000 square feet of land if outside a structure. Should the use require both inside and outside area, the total area used may not exceed 1,000 square feet. If the rural business is to be conducted in the residence, no more than 45 percent of the heated floor space or 1,000 square feet, whichever is less, may be used for the business. The proposed size of the business shall be specified at the time that the application is submitted to the zoning administrator.
- At the November 14, 2023 Planning Board Meeting, Mr. Brad Smith made a motion for approval with Staff Recommendations. Mr. Peter Higgins second the motion, it carried unanimously.

Alternatives

1. **Approve** the request of a **conditional use** for a **residential business** with the following conditions:
 1. The applicant shall provide proof of residence
 2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
2. **Deny** the request of a **conditional use** for a **residential business**.

Recommended Alternative: 1

Other Alternatives: 2

Item XVI. 1.

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Conditional Use application

2. Aerial photograph 3. Deed

ATTACHMENT A - CONDITIONAL USE APPLICATIONApplication Date: 10/4/2023Applicant/Agent: FRANK McDONOUGHApplicant Email Address: FMcDonough229@comcast.netPhone # 912-398-8480Applicant Mailing Address: 2646 Little McCall RoadCity: Rincon State: GA Zip Code: 31326Property Owner, if different from above: SAME*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): SAMEPhone # SAMEOwner's Mailing Address: SAME

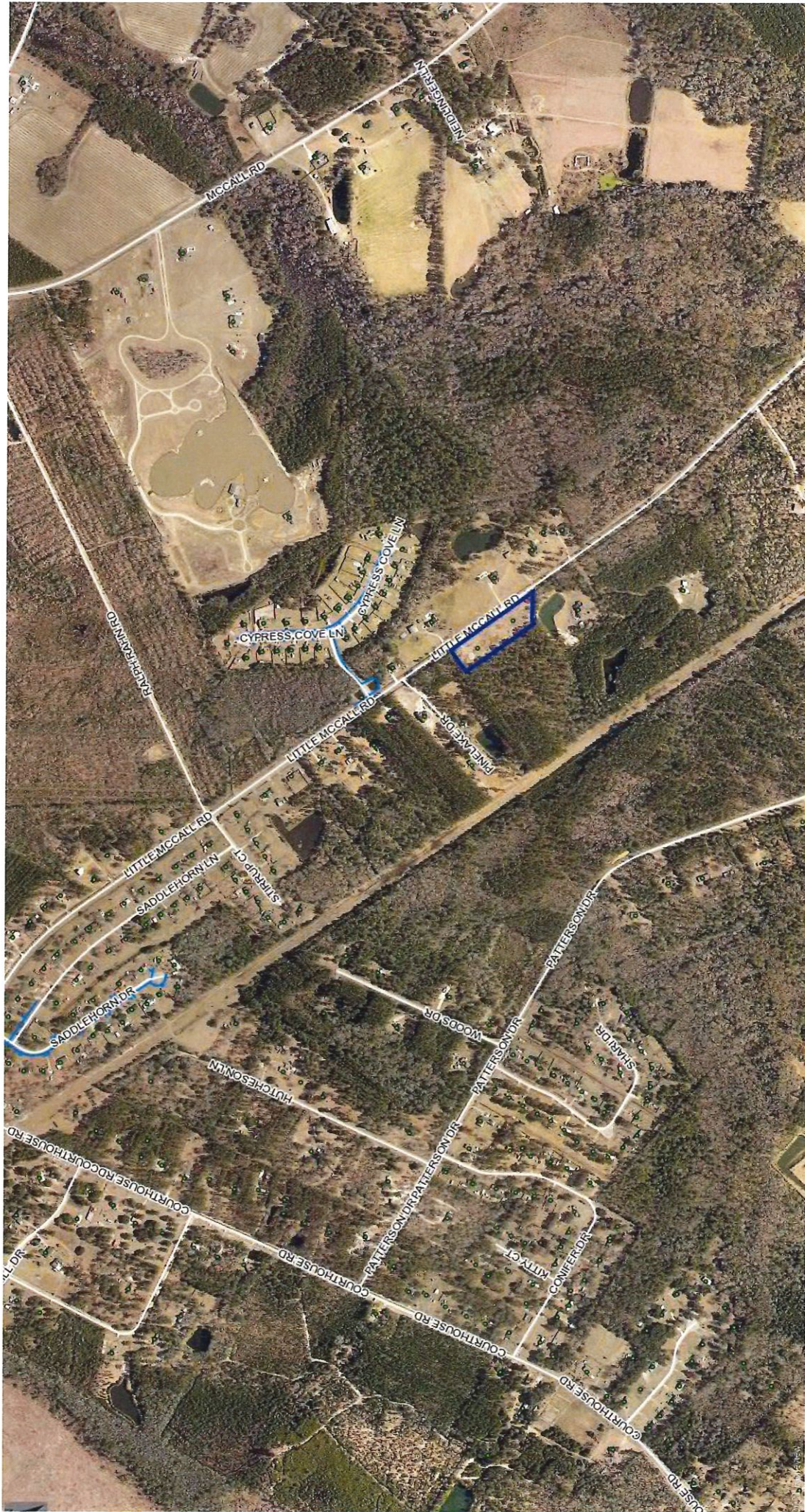
City: _____ State: _____ Zip Code: _____

Property Location: ²⁶⁵⁰2646 Little McCall Road Rincon GA 31326Present Zoning of Property R-1 Tax Map-Parcel # 391-21 Total Acres 2.77**CONDITIONAL USE REQUESTED:**☐ **Section 3.15A – Residential Business**
See Section 3.15A for requirements☒ **Section 3.15B – Rural Business**
See Section 3.15B for requirements☐ **OTHER** (provide relevant section of code): _____Reason: Business operations need to take place in structure other than primary residence.

How does request meet criteria of Section 7.1.6 (see Attachment C): _____

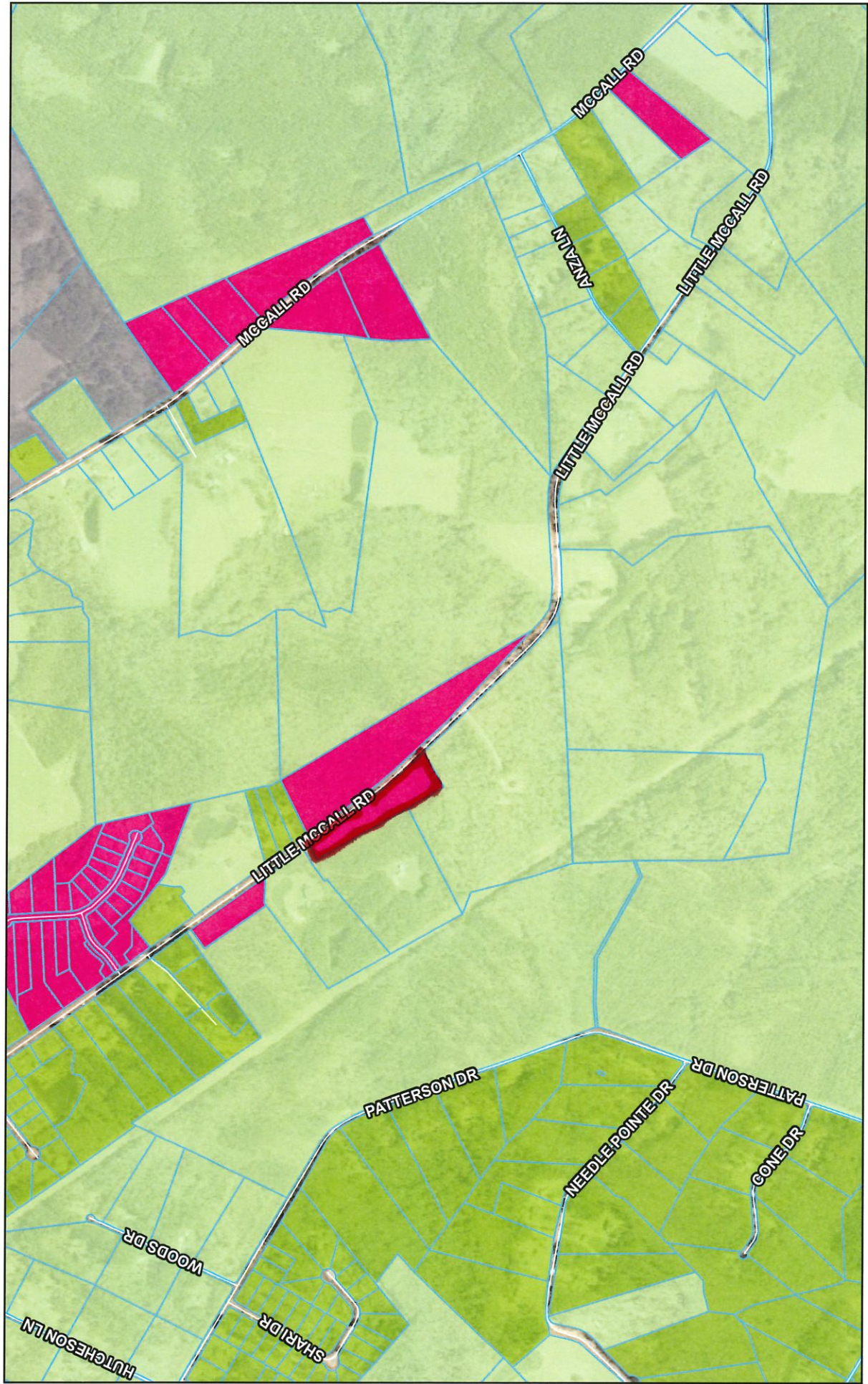
meets a-dApplicant Signature: Frank McDough Date: 10.5.2023

2646 LITTLE MCCALL ROAD 391-21



Item XVI. 1.

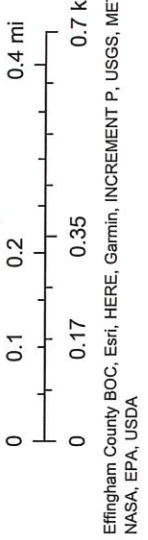
2646 LITTLE MCCALL ROAD 391-21



10/6/2023

- Tax Parcel Labels
- Tax Parcels
- Roads
- Effingham County Zoning
- R-1
- Other
- AR-1
- AR-2
- Efn_fin_cache
- Red: Band_1
- Green: Band_2

1:15,348



2650 LITTLE MCCALL ROAD 391-21



01/21	88	21
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881

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
391-21

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
391-21

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, FRANK MCDONOUGH has filed an application for a conditional use to allow for a rural business; map and parcel number 391-21, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on December 5, 2023 and notice of said hearing having been published in the Effingham County Herald on November 15, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 18, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a rural business; map and parcel number 391-21, located in the 4th commissioner district, is approved, with the following conditions:

1. The applicant shall provide proof of residence
2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Item XVI. 2.

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023

Item Description: **Frank McDonough** requests a **conditional use** for a **rural business**. Located at 2646 & 2650 Little McCall Road. **[Map# 391 Parcel# 21]**

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **conditional use** for a **rural business**.

Executive Summary/Background

- The request for Rural Business Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article III-General Provisions, **Section 3.15B - Rural Business**.
- The property is currently zoned R-1, however this property is surrounded by AR-1 to the north, west, and south; and R-1 to the east.
- Staff is also working to revise the business license categories within the Zoning Ordinance as part of the ordinance rewrite.
- The applicant's proposed business is contracted metal works. The applicant stated at the Planning Board meeting that currently this is a one-person operation currently for a small machine shop.
- The applicant will need the accessory structure for business operations, which is only allowed within the rural business category.
- The accessory structure will have to meet the zoning setbacks for an accessory structure within R-1 zoning:
 - Front setback: 50'
 - Back setback: 25'
 - Side setback: 15'
 - Distance from primary dwelling: 10'
- The applicant will have to provide proof of residence for the property as well.
- The Planning Board did discuss the size limitation of the rural business per the ordinance and the total number of employees before a commercial location is needed:

Rural businesses shall be limited to no more than 1,000 square feet if in a structure, and 1,000 square feet of land if outside a structure. Should the use require both inside and outside area, the total area used may not exceed 1,000 square feet. If the rural business is to be conducted in the residence, no more than 45 percent of the heated floor space or 1,000 square feet, whichever is less, may be used for the business. The proposed size of the business shall be specified at the time that the application is submitted to the zoning administrator.
- At the November 14, 2023 Planning Board Meeting, Mr. Brad Smith made a motion for approval with Staff Recommendations. Mr. Peter Higgins second the motion, it carried unanimously.

Alternatives

1. **Approve** the request of a **conditional use** for a **residential business** with the following conditions:
 1. The applicant shall provide proof of residence
 2. The applicant shall obtain, and keep in good standing, an Effingham County Occupational Tax Certificate (business license).
2. **Deny** the request of a **conditional use** for a **residential business**.

Recommended Alternative: 1

Other Alternatives: 2

Item XVI. 2.

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

Staff Report

Item XVI. 3.

Subject: Variance (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023

Item Description: **Aideth Zamorano Mateos** as Agent for **Noe Zamorano Mateos** requests a variance from ordinance section 5.1.4, to allow for a reduction in required building setbacks. Located at 132 Fourth Street. **[Map# 296A Parcel# 45]**

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a variance from ordinance Section 5.1.4, to allow for a reduction in required building setbacks.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
 - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and*
 - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.*
- A mobile home is a permitted use in the AR-1 zoning district.
- The parcel is a non-conforming AR-1 lot. The new mobile home would not be able to achieve the building setbacks for AR-1; they are as follows:
 - Front setback: 50'
 - Back setback: 50'
 - Side setbacks: 25'
- The lot at 132 Fourth Street is approximately 81' x 117', and is a total of .17 acres.
- Due to the lot size, the mobile home will only be 40' from the front property line. The new proposed mobile home meets all setback requirements with the exception of the front setback.
- At the November 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Alan Zipperer second the motion, it carried unanimously.

Alternatives

- Approve** the request for **variance**
- Deny** the request for **variance**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:

1. Variance application	2. Site Plan	3. Deed
4. Ownership certificate/ authorization	5. Aerial photograph	

Existing MH: 14x56

Item XVI. 3.

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 10/3/2023

Applicant/Agent: Aideth Zamorano Mateos

Applicant Email Address: azamoranomateos@gmail.com

Phone # 912-910-9205

Applicant Mailing Address: 122 Chevis Rd.

City: Savannah State: GA Zip Code: 31419

Property Owner, if different from above: Noe Zamorano Mateos
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # 912-572-3553

Owner's Mailing Address: 122 Chevis Rd.

City: Savannah State: GA Zip Code: 31419

Property Location: 132 Fourth St.

Name of Development/Subdivision: Fourth St.

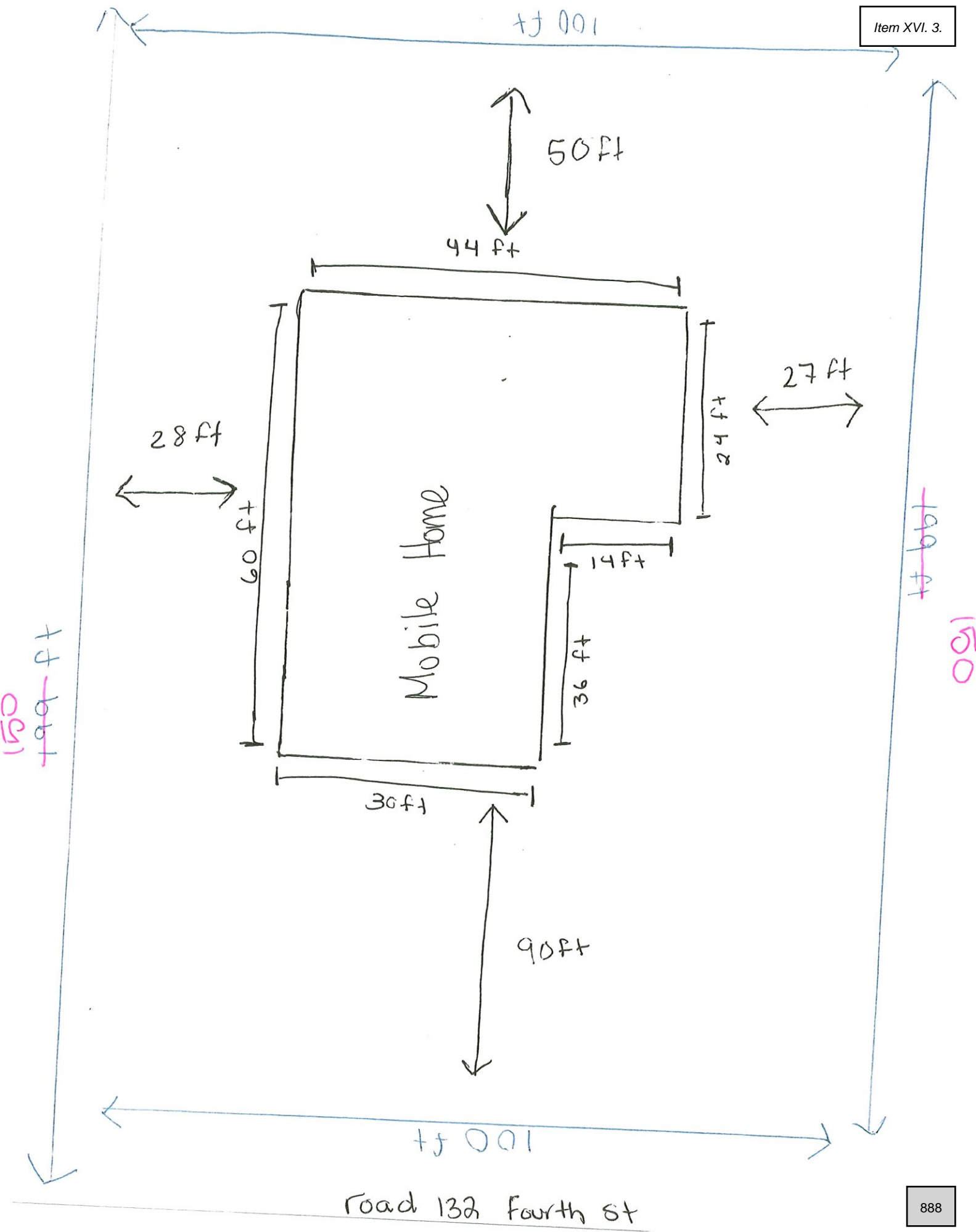
Present Zoning of Property AR-1 Tax Map-Parcel # 296A-45 Total Acres .34

VARIANCE REQUESTED (provide relevant section of code): Reduction of required setbacks

Describe why variance is needed: Reasonable replacement of a mobile home cannot be accomplished due to non-conforming dimensions of lot.

How does request meet criteria of Section 7.1.8 (see Attachment C): A mobile home is permitted in the zoning district, but the lot dimensions are non-conforming and punitive to mh replacement.

Applicant Signature: Aideth Zamorano Mateos Date 10-3-23



This is an aerial photograph of a residential neighborhood in Houston, Texas. A specific property is highlighted with a blue rectangular outline and labeled with the number '122'. The property is situated on a street that runs north-south, between Central Ave and Hagin St. To the east of this street is a large, undeveloped area with a large, circular, reddish-brown feature, possibly a pond or a large tree stump. To the west of the highlighted property, there are several other houses with visible addresses: 111, 117, 126, 137, 147, 112, 144, 136, 126, 119, 118, 122, 120, 113, 120, 1600, 1626, 1634, 1656, 1688, 1682, 1694, 1712, 1734, 1738, 1734, 1772, 409, 435, 428, 408, 356, 316, 314, 307, 293, 255, 226, 1647, 1671, 1639, 1745, 1740, 1720, 101, 108, 126, 101, 1683, 1693, 1694, 1712, 1734, 1738, 1772, 409, 435, 428, 408, 356, 316, 314, 307, 293, 255, 226. The map also shows several major roads: HWY 17 S, MIDLAND RD, CENTRAL AVE, MCLAWS RD, and LIVE OAK DR. The copyright notice '© All EagleView Technology Corporation' is visible in the bottom right corner.

This is an aerial map of a residential neighborhood. The map displays a grid of streets and property lots. The streets shown are HWY 17 S, SECOND ST, THIRD ST, FOURTH ST, HAGIN ST, CENTRAL AVE, MCLAWS RD, and LIVE OAK DR. The lots are labeled with numbers, and some are highlighted with red text. A red rectangle highlights a specific lot at the intersection of HAGIN ST and THIRD ST. The map also shows a body of water on the right side and a road labeled MIDLAND RD.

Streets and Intersections:

- HWY 17 S
- SECOND ST
- THIRD ST
- FOURTH ST
- HAGIN ST
- CENTRAL AVE
- MCLAWS RD
- LIVE OAK DR
- MIDLAND RD

Property Lots and Labels:

- 296-45
- 296A-21
- 296A-20
- 296A-19
- 296A-25
- 296A-32
- 296A-34
- 296A-38
- 296A-40
- 296A-43
- 296A-93
- 296A-102A
- 296A-95
- 296A-96
- 296A-100
- 296A-129
- 296A-103
- 297-59A
- 297-59E
- 297-59
- 297-1
- 297-1A
- 297-2

Highlighted Lot:

- 132

Address Points Tax Parcels Effingham County Zoning Roads Tax Parcel Labels

B-2 Efn_fin_cache Red: B-3 Green: E-2

AR-1 AR-2

Green: Band_2

Esti, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County
BOC

Item XVI. 3.

Staff Report

Item XVI. 4.

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023

Item Description: **Aideth Zamorano Mateos** as Agent for **Noe Zamorano Mateos** requests a variance from ordinance section 5.1.4, to allow for a reduction in required building setbacks. Located at 132 Fourth Street. **[Map# 296A Parcel# 45]**

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a variance from ordinance Section 5.1.4, to allow for a reduction in required building setbacks.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- A mobile home is a permitted use in the AR-1 zoning district.
- The parcel is a non-conforming AR-1 lot. The new mobile home would not be able to achieve the building setbacks for AR-1; they are as follows:
 - Front setback: 50'
 - Back setback: 50'
 - Side setbacks: 25'
- The lot at 132 Fourth Street is approximately 81' x 117', and is a total of .17 acres.
- Due to the lot size, the mobile home will only be 40' from the front property line. The new proposed mobile home meets all setback requirements with the exception of the front setback.
- At the November 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Alan Zipperer second the motion, it carried unanimously.

Alternatives

- Approve** the request for **variance**
- Deny** the request for **variance**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

296A-45

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

296A-45

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, AIDETH ZAMORANO MATEOS AS AGENT FOR NOE ZAMORANO MATEOS has filed an application for a variance, to allow for a reduction in required setback; map and parcel number 296A-45, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on December 5, 2023 and notice of said hearing having been published in the Effingham County Herald on November 22, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 18, 2023; and

IT IS HEREBY ORDAINED THAT a variance to allow for a reduction in required setback; map and parcel number 296A-45, located in the 1st commissioner district is approved.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (Fourth District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Denny Chapman** requests a variance from Section 5.1.4 to allow for a reduction in required building setbacks. Located at 641 Half Moon Road, zoned **AR-1**. [Map# 459E Parcel# 4]

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **variance** from Section 5.1.4, to allow for a reduction in required building setbacks.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- There is currently an active demo permit for the current 1-bedroom ,1-bathroom home on the property.
- The property is a non-conforming AR-1 property, with only .228 acres.
- Due to the width of the property being approximately 62ft total, the applicant will be unable to meet the side setbacks required for the zoning district.
- The applicant will only be able to meet side setbacks of 8 feet and 11 feet.
- At the November 14, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval. Mr. Peter Higgins second the motion, it carried unanimously.

Alternatives

1. Approve the request for a **variance**.

2. Deny the request for a **variance**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Variance application 3. Site Plan 5. Deed
 Ownership certificate/authorization 4. Aerial photograph

ATTACHMENT A - VARIANCE APPLICATION

Application Date: _____

Applicant/Agent: DENNY CHAPMANApplicant Email Address: Chapmansinc@gmail.comPhone # 912-659-7982Applicant Mailing Address: 2797 GA Hwy 119N ELLABELL, GA. 31308City: ELLABELL State: GA Zip Code: 31308

Property Owner, if different from above: _____

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

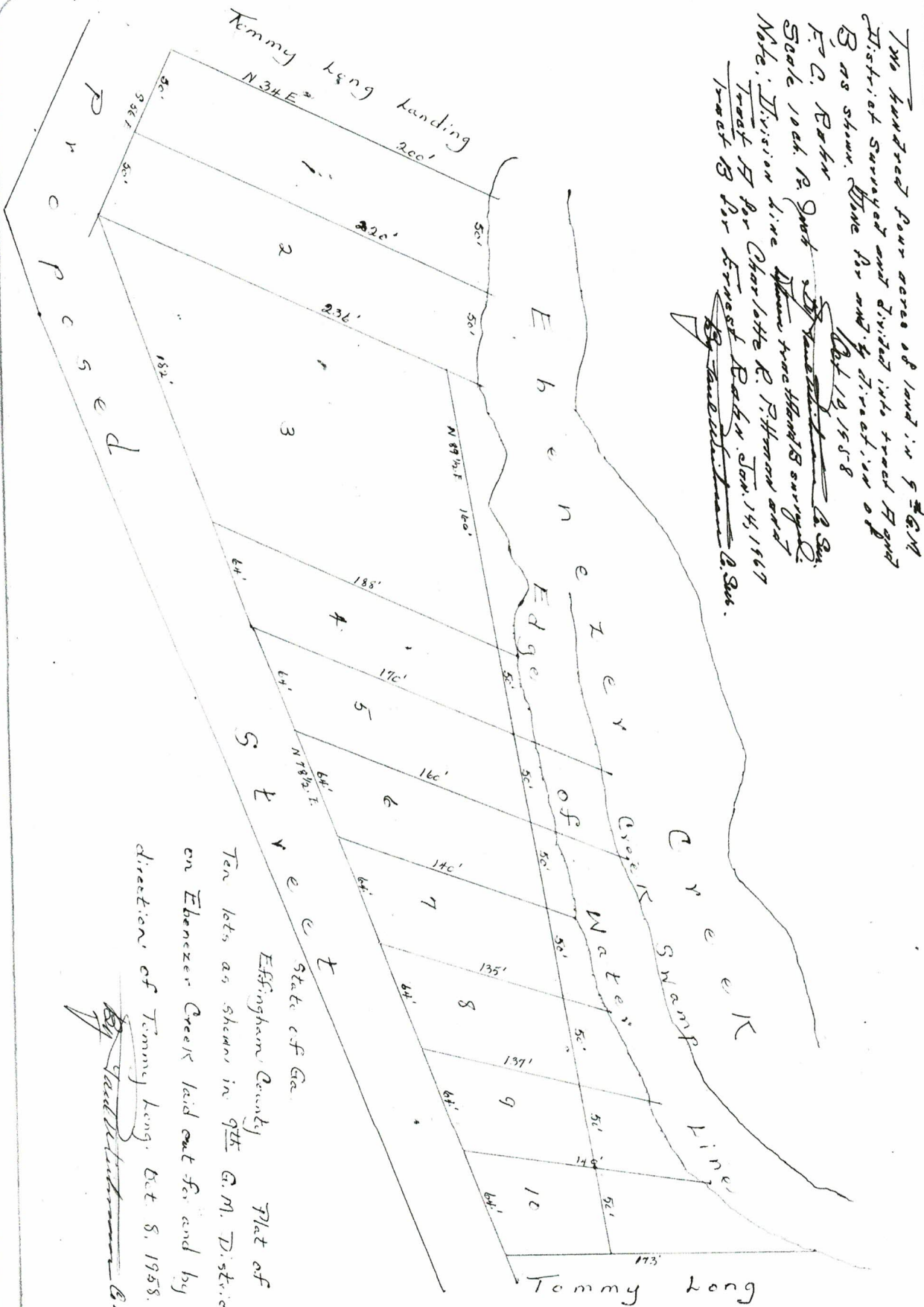
Phone # _____

Owner's Mailing Address: 2797 GA Hwy 119 NCity: ELLABELL State: GA Zip Code: 31326Property Location: 641 HALF MOON RDName of Development/Subdivision: HALF MOON LANDINGPresent Zoning of Property AR1 Tax Map-Parcel # 459E-4 Total Acres .228**VARIANCE REQUESTED** (provide relevant section of code): _____Describe why variance is needed: SET BACKS

How does request meet criteria of Section 7.1.8 (see Attachment C): _____

Applicant Signature: Denny Chapman Date 9.28.23

The hundred four acres of land in 9th G.M.
District Surveyed and divided into tract A and
B as shown. Line for and by division of
F. C. Rahn
Scale 1 inch = 200 feet
Note: Division line between tract A and B
tract A for Charlotte R. P. Rahn and
tract B for Ernest Rahn. Jan. 14, 1967
By Paul H. Rahn A. S. S.



Ten lots as shown in 9th G.M. District
on Ebenezer Creek laid out for and by
direction of Tommy Long. Oct. 8, 1958.
By Paul H. Rahn A. S. S.

01	396	021 - 03/07/2021
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Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Denny Chapman** requests a variance from Section 5.1.4 to allow for a reduction in required building setbacks. Located at 641 Half Moon Road, zoned **AR-1**. [Map# 459E Parcel# 4]

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **variance** from Section 5.1.4, to allow for a reduction in required building setbacks.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- There is currently an active demo permit for the current 1-bedroom ,1-bathroom home on the property.
- The property is a non-conforming AR-1 property, with only .228 acres.
- Due to the width of the property being approximately 62ft total, the applicant will be unable to meet the side setbacks required for the zoning district.
- The applicant will only be able to meet side setbacks of 8 feet and 11 feet.
- At the November 14, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval. Mr. Peter Higgins second the motion, it carried unanimously.

Alternatives

1. Approve the request for a **variance**.

2. Deny the request for a **variance**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
459E-4

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
459E-4

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, DENNY CHAPMAN has filed an application for a variance, to allow for a reduction in required building setbacks; map and parcel number 459E-4, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on December 5, 2023 and notice of said hearing having been published in the Effingham County Herald on November 22, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 18, 2023; and

IT IS HEREBY ORDAINED THAT a variance to allow for a reduction in required building setbacks; map and parcel number 459E-4, located in the 4th commissioner district is approved.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Variance (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Doug Bean Signs, Inc.** as Agent for **Faith Bible Baptist** requests a variance from Section 3.38.10, to allow for the placement of a monument sign. Located at 6781 GA Highway 17 South, zoned **AR-2**. [Map# 354 Parcel# 41]

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **variance** from Section 3.38.10, to allow for the placement of a monument sign.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant is requesting to wave the maximum size allowed for a sign within the AR-2 zoning district. The current allowable sign size within AR-2 is 16 square feet per **Appendix C – Zoning Ordinance, Article III – General Provisions, Section 3.38 – Signs, 3.38.10 – Height** of the Effingham County Code of Ordinances.
- This parcel does have a 30' GDOT setback requirement from Highway 17.
- The applicant is proposing a double-sided, lighted monument sign with electronic message center. The sign is proposed to be 10' in height by 8' in width.
- Per Effingham County Code of Ordinances, **Part II- Official Code, Chapter 62 – Signs, Section – 62-33 – Regulation for Specific Types of Signs, (f) Illuminated signs:**
Illuminated devices shall be so placed and so shielded that light from the sign itself will not be cast directly into any residential district, sleeping rooms in any district, or the eyes of an automobile or vehicular driver.
- At the November 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Alan Zipperer second the motion, it carried unanimously.

Alternatives

1. Approve the request for a **variance**.

2. Deny the request for a **variance**.

Recommended Alternative: 1

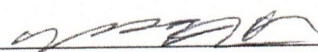
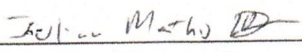
Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments:


1. Variance application	3. Site Plan	5. Deed
2. Ownership certificate/authorization	4. Aerial photograph	

ATTACHMENT A - VARIANCE APPLICATIONApplication Date: 10/16/2023Applicant/Agent: Doug Bean Signs, Inc.Applicant Email Address: Sales@dougbeansigns.com / domaswaner@dougbean
signs.comPhone # 912-964-1960Applicant Mailing Address: 1600 Dean Forest Rd.City: Savannah State: GA Zip Code: 31408Property Owner, if different from above:  Chip Mathis 
Include Signed & Notarized Authorization of Property OwnerOwner's Email Address (if known): Chip.Mathis@live.comPhone # 912-228-9078Owner's Mailing Address: 6781 Hwy 17 SCity: Bloomington State: GA Zip Code: 31302Property Location: 6781 S Highway 17

Name of Development/Subdivision: _____

Present Zoning of Property AR-2 Tax Map-Parcel # 03540041 Total Acres 4.02**VARIANCE REQUESTED** (provide relevant section of code): Waive maximum size allowed
for signage on an AR-2 parcel (3.38.10)
Describe why variance is needed: _____See attached

How does request meet criteria of Section 7.1.8 (see Attachment C): _____

See attachedApplicant Signature:  Date 10/18/23
for Doug Bean Signs, Inc.

Rev 05052021

Describe why variance is needed:

Communicating with the public is crucial to the mission of our church just as it is with every religious institution in serving their community. Effective signage (especially “message board” signs) is one of the most practical, functional, and affordable ways to reach the community at large and still has minimal impact on the surrounding area.



We hope to be allowed a variance (as other churches have*) to afford us such an invaluable public service messaging tool.


**Countryside Baptist, also in an AR-2 zone was granted a variance in July 2021 for an even larger sign*

How does request meet criterial of Section 7.1.8:

That section of Highway 17 is a heavily traveled/high-traffic 55 MPH zone. The 30' DOT setback requirement creates a need for a larger sign for proper visibility/public safety.

(1) double-sided 10'H x 8'W lighted monument sign with electronic message center





SAVANNAH
dougbeansigns.com
1.912.964.1900

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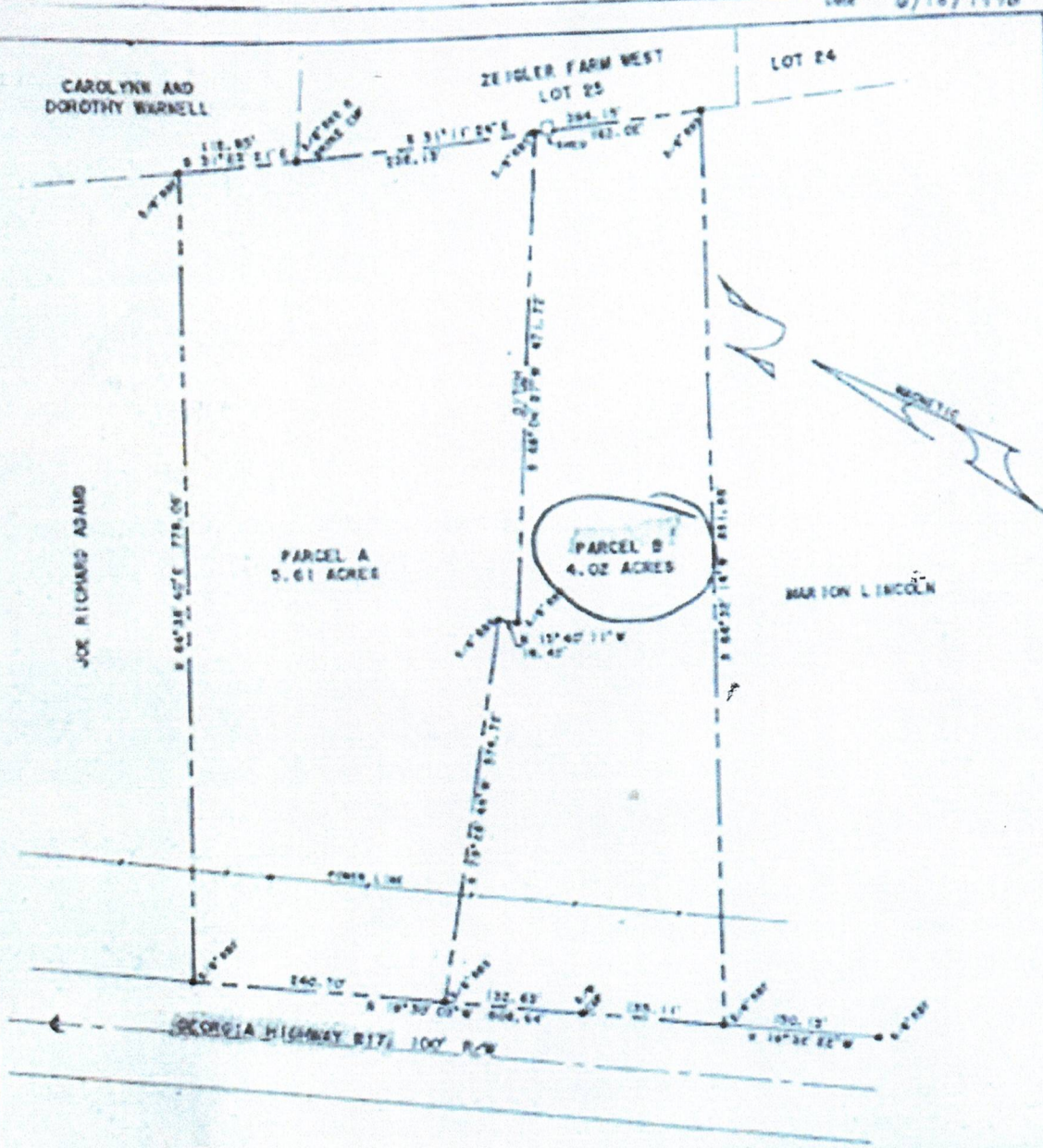
Company Name
Faith Bible Baptist
Property Name & Address
6781 GA-17 South
Bloomington, GA
Project Manager
DB
Designer
BM
Date
9/15/2023
Revision Date
Design Time
File Name

PERMIT FEES AND ASSOCIATED COSTS ARE NOT INCLUDED IN THE PRICE OF THIS PROJECT. ANY ADDITIONAL COSTS WILL BE PROVIDED.

☐ Concept
☐ Preliminary
☒ Permit
☐ Production

Client Verification Required - by including this drawing you agree to the layout, content, and accuracy of this drawing.

Item XVI. 7.



REFERENCE:
PLAT BOOK 5, PAGE 100
PLAT BOOK 13, PAGE 82
PLAT BOOK 19, PAGE 80

APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF
PUBLIC HEALTH, DIVISION OF ENGINEERING
AND SANITATION
James H. Williams 6/14/96
DIRECTOR DATE

APPROVED FOR RECORDING BY EFFINGHAM
COUNTY ZONING ADMINISTRATOR
Joseph J. Patti 6/14/96
ZONING ADMINISTRATOR DATE

CORRECTION OF ERROR:
FIELD DATA 1/128, 365
ANGULAR ERROR 04" PER A POINT
ADJUSTED BY COMPASS RULE
PLAT CLOSURE 1/1442.831
EQUIPMENT USED:
SIT THEODOLITE
ELECTRONIC DISTANCE METER



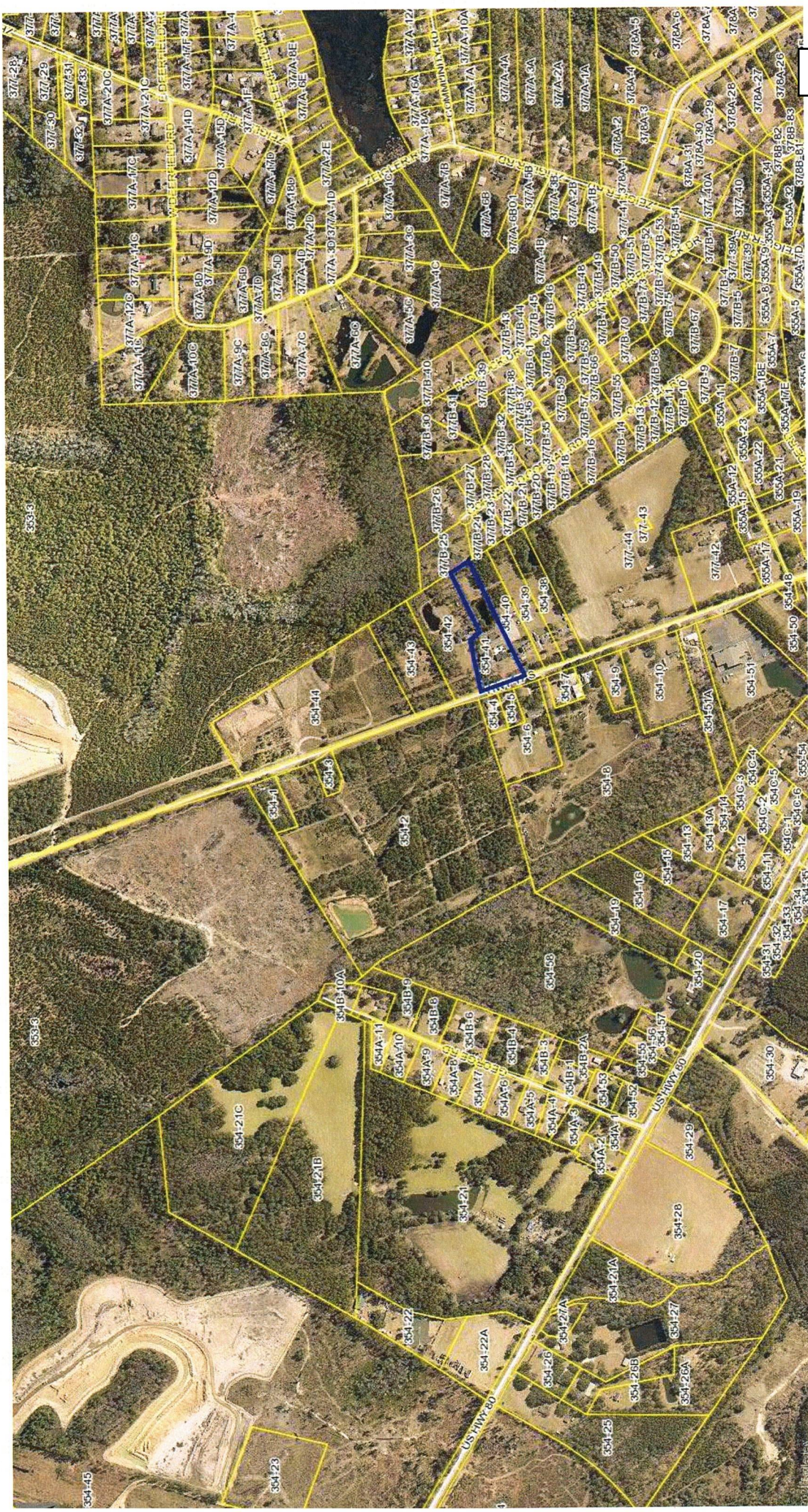
I CERTIFY THAT THIS PROPERTY DOES NOT
LIE WITHIN THE 100 YEAR FLOOD ZONE AS
SHOWN ON FIRM FLOOD MAP NO. 130074-C-00-A
DATED SEPT. 3, 1992.
Paul D. Wilder
PAUL D. WILDER, S.C.E., S1333

NOTE: PARCEL B CONTAINS AN EXISTING RESIDENCE.

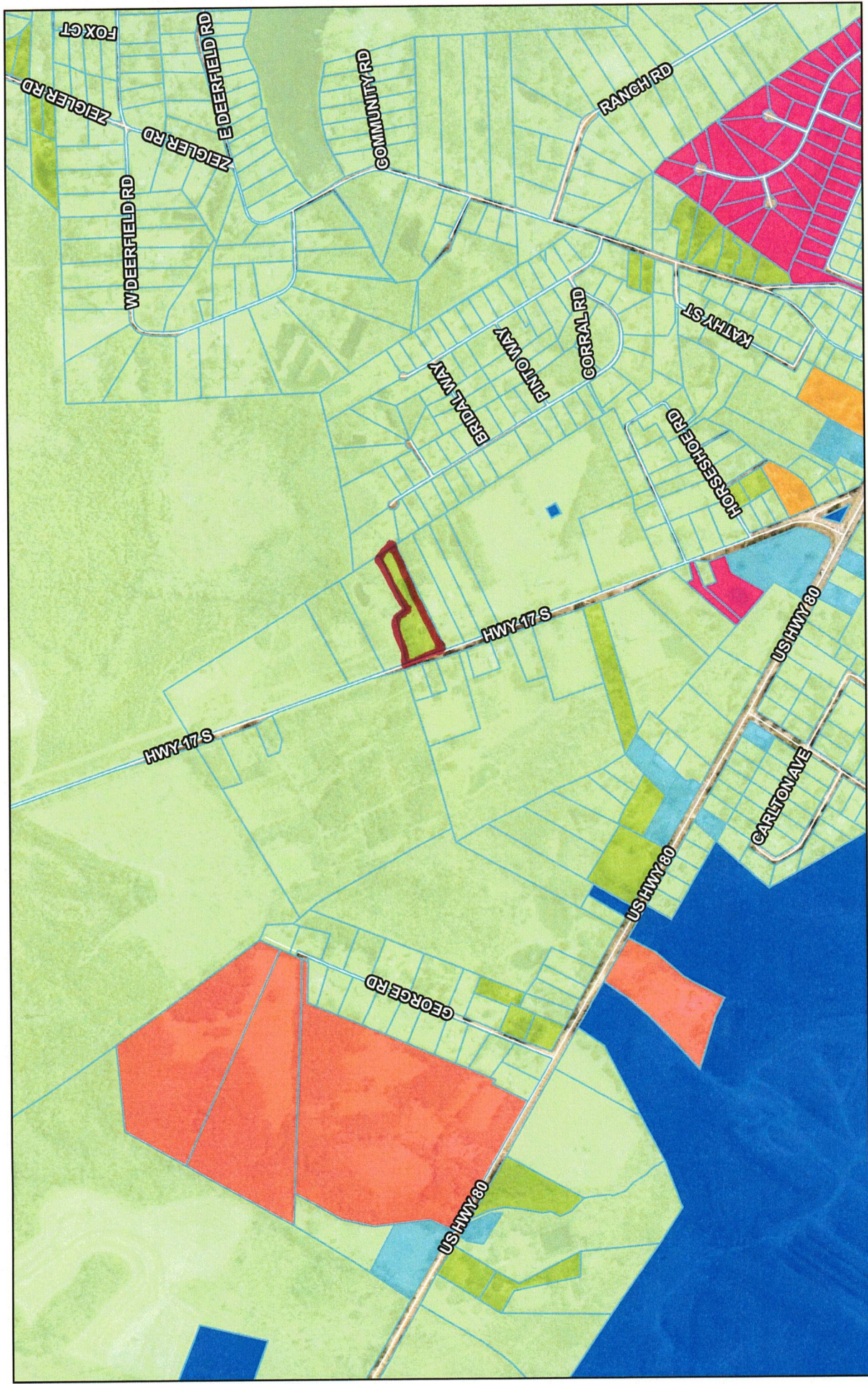
PLAT OF PARCEL A - 5.61 ACRES DIVIDED FROM PROPERTY OF JOE M. FROST FOR MELDRIM CHRISTIAN CHURCH	
LOCATION: S.W. 1/4, 1999, EFFINGHAM COUNTY, GEORGIA	
SCALE: 1 INCH = 100 FEET	
DATE: FEBRUARY 1996	FILE NO. 6384
WILDER SURVEYING & MAPPING	
(812) 626-0412, PO BOX 368 RINDON, GA 31320	

James H. Williams Conveyed Property Approved & Accepted
Buyer

6781 GA-17 SOUTH 354-41



Item XVI. 7.



10/11/2023

- Tax Parcel Labels Effingham County Zoning
 - R-1
 - AR-1
 - AR-2
 - B-3 Efn_fin_cache
 - I-1
 - B-2
- Tax Parcels
 - Red: Band_1
 - Green: Band_2
- Roads

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Doug Bean Signs, Inc.** as Agent for **Faith Bible Baptist** requests a variance from Section 3.38.10, to allow for the placement of a monument sign. Located at 6781 GA Highway 17 South, zoned **AR-2**. [Map# 354 Parcel# 41]

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request for a **variance** from Section 3.38.10, to allow for the placement of a monument sign.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- The applicant is requesting to wave the maximum size allowed for a sign within the AR-2 zoning district. The current allowable sign size within AR-2 is 16 square feet per **Appendix C – Zoning Ordinance, Article III – General Provisions, Section 3.38 – Signs, 3.38.10 – Height** of the Effingham County Code of Ordinances.
- This parcel does have a 30' GDOT setback requirement from Highway 17.
- The applicant is proposing a double-sided, lighted monument sign with electronic message center. The sign is proposed to be 10' in height by 8' in width.
- Per Effingham County Code of Ordinances, **Part II- Official Code, Chapter 62 – Signs, Section – 62-33 – Regulation for Specific Types of Signs, (f) Illuminated signs:**
Illuminated devices shall be so placed and so shielded that light from the sign itself will not be cast directly into any residential district, sleeping rooms in any district, or the eyes of an automobile or vehicular driver.
- At the November 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for approval. Mr. Alan Zipperer second the motion, it carried unanimously.

Alternatives

1. Approve the request for a **variance**.

2. Deny the request for a **variance**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

354-41

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

354-41

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, DOUG BEAN SIGNS, INC AS AGENT FOR FAITH BIBLE BAPTIST has filed an application for a variance, to allow for placement of a monument sign; map and parcel number 354-41, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on December 5, 2023 and notice of said hearing having been published in the Effingham County Herald on November 22, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 18, 2023; and

IT IS HEREBY ORDAINED THAT a variance to allow for placement of a monument sign; map and parcel number 354-41, located in the 1st commissioner district is approved.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Item XVI. 9.

Subject: Rezoning (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Allen & Carrie Newkirk** requests to **rezone** 9.07 acres from **R-1** to **B-3** to allow for outdoor, screened storage. Located at 399 Hodgeville Road. **[Map# 415 Parcel# 20]**

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 9.07 acres from **R-1** to **B-3** to allow for outdoor, screened storage.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing screened storage which is a permitted use within **B-3 Highway Commercial District**.
- The proposed development has approximately 136' of road frontage on Hodgeville Road.
- The applicant would like to develop this in 3 phases, with each phase consisting of approximately 3 acres each.
- A 6' chain link fence will be installed on the interior of the 30' vegetative buffer, and the applicant has state that an automated security gate will be used for access.
- Site lighting will be places within the buffer limits and directed away from neighboring properties.
- Per the Technical Review Committee Meeting on September 18, 2023, the entrance driveway for the development must be a built to County Standards for a commercial driveway.
- At the November 14, 2023 Planning Board meeting Mr. Ryan Thompson made a motion for approval with the following conditions:
 1. A 40' vegetative buffer along 455 Hodgeville Road (415-17) shall be maintained.
 2. This B-3 rezoning shall be limited to screened, outdoor storage only. No other uses in the B-3 zoning shall be allowed.
- Mr. Alan Zipperer second the motion, it carried unanimously.

Alternatives

1. Approve the request to **rezone** 9.07 acres from **R-1** to **B-3**, to allow for outdoor screened storage with the following conditions:

1. The entrance driveway must be built to County Standards for a Commercial Driveway.
2. A 40' vegetative buffer along 455 Hodgeville Road (415-17) shall be maintained.
3. This B-3 rezoning shall be limited to screened, outdoor storage only. No other uses in the B-3 zoning shall be allowed.

2. Deny the request for to **rezone** 9.07 acres from **R-1** to **B-3**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Rezoning application and checklist
2. Ownership certificate/authorization

3. Plat
4. Aerial photograph
5. Deed

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: SEPT 29, 2023Applicant/Agent: ALLEN & CARRIE NEWKIRKApplicant Email Address: WANEWKIRK1981@GMAIL.COMPhone # 912-704-9477Applicant Mailing Address: 397 HODGEVILLE RDCity: GUYTON State: GA Zip Code: 31312Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property OwnerOwner's Email Address (if known): ABOVEPhone # ABOVEOwner's Mailing Address: ~~397~~ ABOVECity: ABOVE State: ABOVE Zip Code: ABOVEProperty Location: 399 HODGEVILLE RDProposed Road Access: HODGEVILLE RDPresent Zoning of Property: R1 Proposed Zoning: B-3Tax Map-Parcel # 415-20 Total Acres: 9.07 Acres to be Rezoned: 9.07Lot Characteristics: FLAT, WELL DRAINED, PARTIALLY CLEARED**WATER**N/A Private WellN/A Public Water System**SEWER**N/A Private Septic SystemN/A Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: _____

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

North AR1 South I1 East AR1 West B3

1. Describe the current use of the property you wish to rezone.

VACANT

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

No

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

BOAT / RV PARKING / STORAGE

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

INDUSTRIAL LAND ADJACENT SOUTH - APPROX 2000 ACRES, DIESEL MECHANIC SHOP ACROSS ROAD (5 ACRES), LARGER HOMESITES (1-15 ACRES), VACANT LAND.

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

THIS USE WILL COMPLIMENT NUMEROUS LARGE DEVELOPMENTS, AS WELL AS, PLANNED RESIDENTIAL DEVELOPMENTS IN CONSTRUCTION PHASE.

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

THIS USE WILL NOT USE ANY WATER / SEWER, NOR WILL IT ADD TO BURDEN ON SCHOOLS. VERY LITTLE ADDITION TO TRAFFIC ON HODGEVILLE.

Applicant Signature:

W. A. H. H.

Date

SEPT. 29, 2023

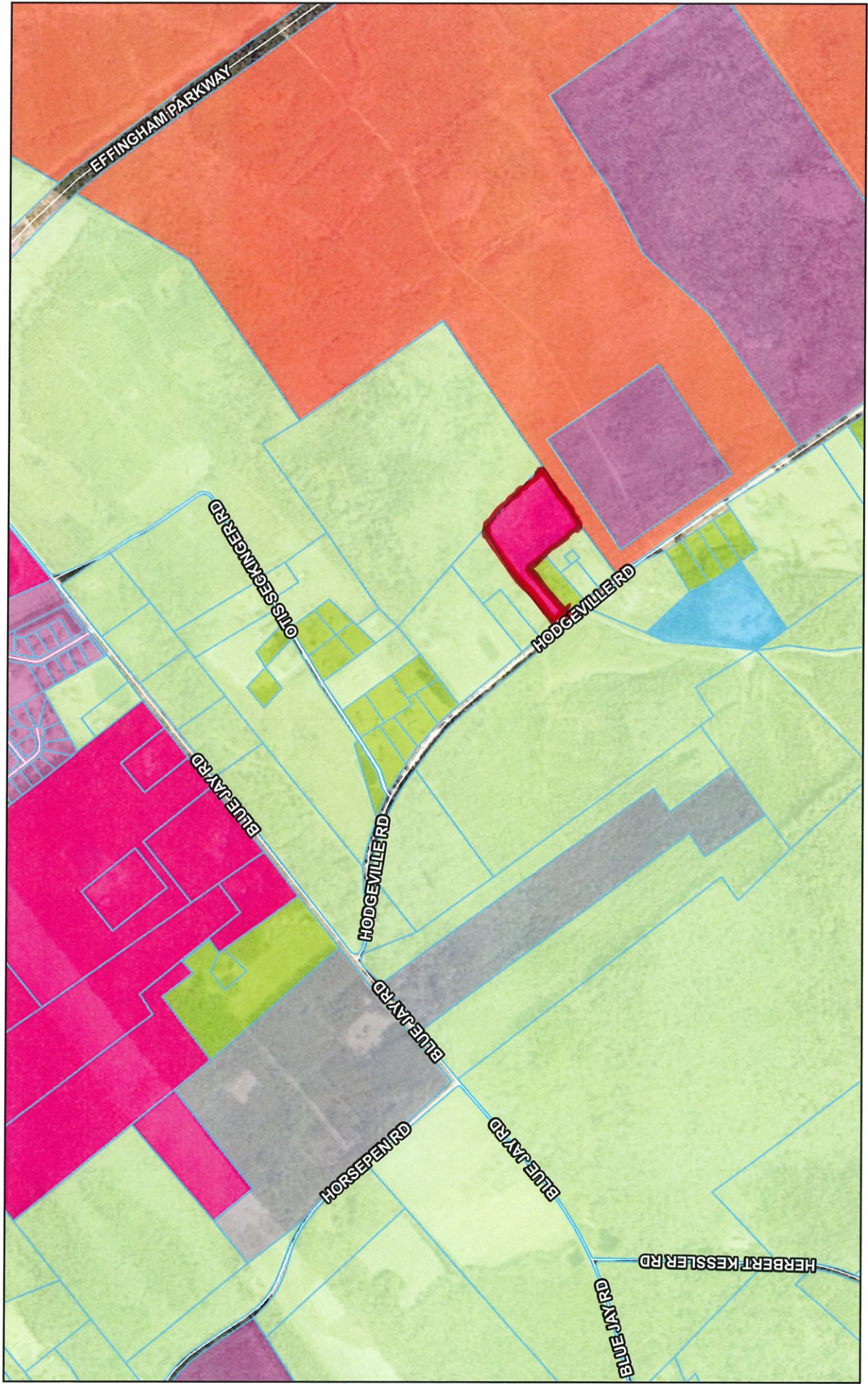
Carrie H. Newkirk

9/29/23





399 HODGEVILLE ROAD 415-20



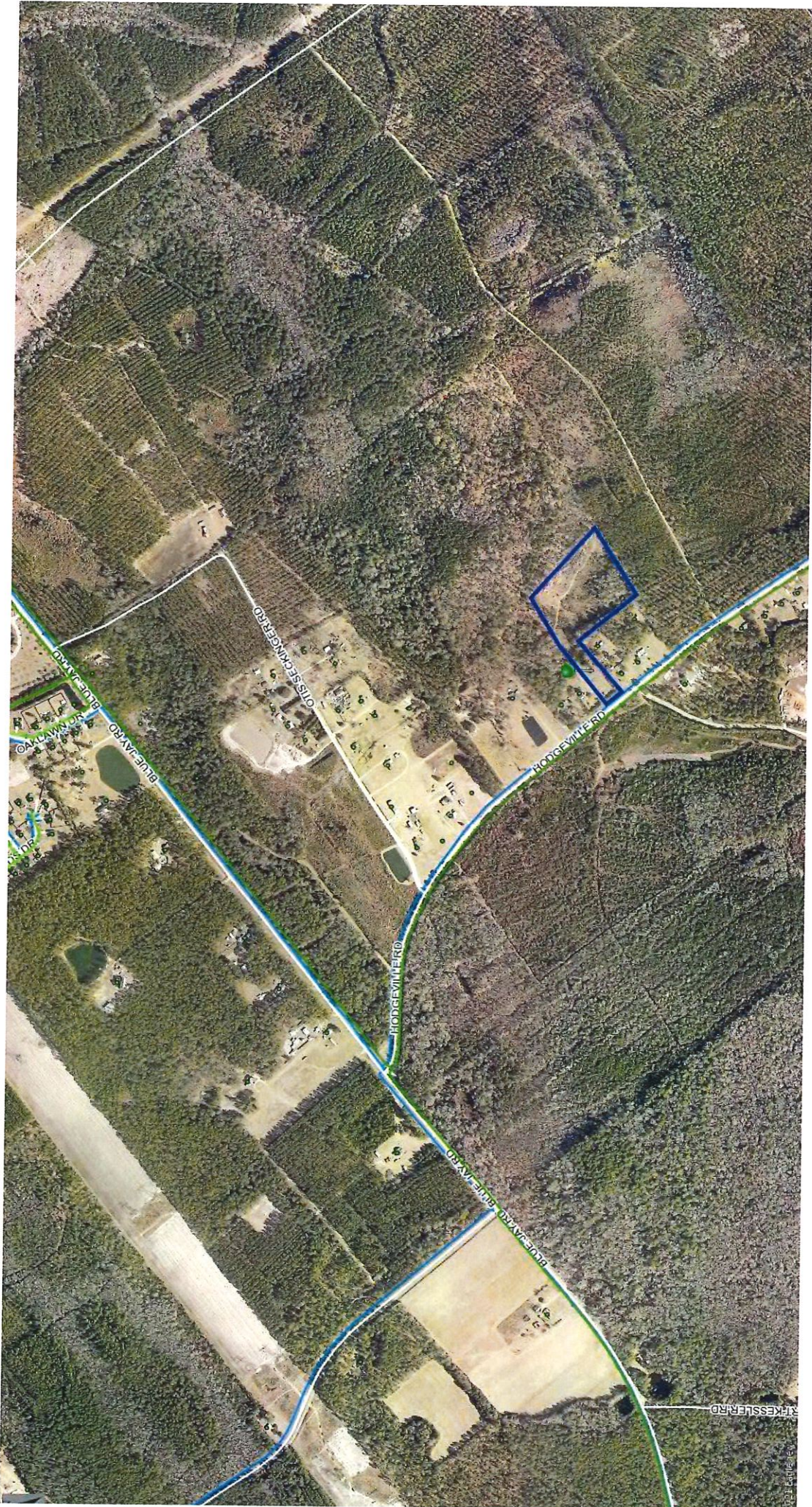
10/2/2023

- Tax Parcel Labels Effingham County Zoning
- Tax Parcels
 - Roads
 - R-1
 - AR-1
 - PD
 - Other
 - B-3
 - AR-2
 - I-1
 - Efn_fin_cache
 - Red: Band_1
 - Green: Band_2

Item XVI. 9.

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, MET
NASA, EPA, USDA

399 HODGEVILLE ROAD 415-20



Item XVI. 9.

399 HODGEVILLE ROAD BOAT/RV STORAGE SUMMARY

- 1) This project is to be owner-operated. Owner(Newkirk) resides on adjacent 5 acre parcel(397 Hodgeville Road)
- 2) Project to be built out in 3 Phases. Each phase is to be approximately 3 acres. Each additional phase will be completed as finances and consumer demand dictate. Initial visioning of all three phases to be complete in 4-6 years.
- 3) Project will install a 6' chain link fence to the interior of a vegetative buffer. Vegetation exists of approximately 30-40' vertical growth planted wax myrtle, virginia pine, birch, and 300-400' linear feet of 5' earthen berm. Natural vegetation such as sweetgums, and pine trees also are in portions of vegetative buffer. An automated security gate will be used for access.
- 4) New commercial driveway will be built to County specifications using concrete paving and a new RCP culvert pipe.
- 5) Parking surfaces to be grass. Any repairs required will be made with pervious products.
- 6) Site lighting will be placed on south/southwest vegetative buffer limits. Lighting to be directed away from neighboring properties.
- 7) Owner sees a possible need for a gravel driveway.
- 8) Owner understands no land disturbing activities over 1 acre will be allowed. Owner understands no impervious surfaces over 5000 square feet are allowed.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL 

DISAPPROVAL _____

Of the rezoning request by applicant **Allen & Carrie Newkirk – (Map # 415 Parcels # 20)** from **R-1** to **B-3 zoning**.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

P.H.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL DISAPPROVAL

Of the rezoning request by applicant **Allen & Carrie Newkirk – (Map # 415 Parcels # 20)** from **R-1** to **B-3 zoning**.

- Yes ☒ No? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X

DISAPPROVAL _____

Of the rezoning request by applicant **Allen & Carrie Newkirk – (Map # 415 Parcels # 20)** from **R-1** to **B-3 zoning**.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Allen & Carrie Newkirk** requests to **rezone** 9.07 acres from **R-1** to **B-3** to allow for outdoor, screened storage. Located at 399 Hodgeville Road. **[Map# 415 Parcel# 20]**

Summary Recommendation

Staff and Planning Board have reviewed the application, and recommend **approval** of the request to **rezone** 9.07 acres from **R-1** to **B-3** to allow for outdoor, screened storage.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant is proposing screened storage which is a permitted use within **B-3 Highway Commercial District**.
- The proposed development has approximately 136' of road frontage on Hodgeville Road.
- The applicant would like to develop this in 3 phases, with each phase consisting of approximately 3 acres each.
- A 6' chain link fence will be installed on the interior of the 30' vegetative buffer, and the applicant has state that an automated security gate will be used for access.
- Site lighting will be places within the buffer limits and directed away from neighboring properties.
- Per the Technical Review Committee Meeting on September 18, 2023, the entrance driveway for the development must be a built to County Standards for a commercial driveway.
- At the November 14, 2023 Planning Board meeting Mr. Ryan Thompson made a motion for approval with the following conditions:
 1. A 40' vegetative buffer along 455 Hodgeville Road (415-17) shall be maintained.
 2. This B-3 rezoning shall be limited to screened, outdoor storage only. No other uses in the B-3 zoning shall be allowed.
- Mr. Alan Zipperer second the motion, it carried unanimously.

Alternatives

1. Approve the request to **rezone** 9.07 acres from **R-1** to **B-3**, to allow for outdoor screened storage with the following conditions:

1. The entrance driveway must be built to County Standards for a Commercial Driveway.
2. A 40' vegetative buffer along 455 Hodgeville Road (415-17) shall be maintained.
3. This B-3 rezoning shall be limited to screened, outdoor storage only. No other uses in the B-3 zoning shall be allowed.

2. Deny the request for to **rezone** 9.07 acres from **R-1** to **B-3**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
415-20

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
415-20

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, ALLEN & CARRIE NEWKIRK has filed an application to rezone nine and seven hundredths (9.07) +/- acres; from R-1 to B-3 to allow for outdoor screened storage; map and parcel number 415-20, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on December 5, 2023 and notice of said hearing having been published in the Effingham County Herald on November 15, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 18, 2023; and

IT IS HEREBY ORDAINED THAT nine and seven hundredths (9.07) +/- acres; map and parcel number 415-20, located in the 2nd commissioner district is rezoned from R-1 to B-3 to allow for outdoor screened storage, with the following conditions:

1. The entrance driveway must be built to County Standards for a Commercial Driveway.
2. A 40' vegetative buffer along 455 Hodgeville Road (415-17) shall be maintained.
3. This B-3 rezoning shall be limited to screened, outdoor storage only. No other uses in the B-3 zoning shall be allowed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Subject: Rezoning (Fifth District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Veronica Navarro as agent for Maria Moreno Salgado & Jose Martinez Olvera requests to rezone** 5.00 acres from **R-1** to **AR-1** to allow for horses on the property. Located at 295 Long Pond Road. **[Map# 462 Parcel# 30]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 5.00 acres from **R-1** to **AR-1** to allow for horses on the property.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant would like to rezone from R-1 to AR-1 to be able to have horses for personal use on their property.
- This parcel was part of a larger subdivision, 129.13 acres, that was rezoned to R-1 in 2001, as an estate division.
- Currently the properties to the north, south, and west are zoned R-1. The parcels to the east are zoned AR-1.
- Per Effingham County Code of Ordinances, **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.1 – AR-1 Agricultural Residential Districts:**

Permitted uses:

- a. Site-built single-family detached dwellings and their customary uses, on the basis of one dwelling for each five acres of land or more under the same ownership. Land that has been established and used as a rental mobile home site prior to September 23, 1980, will be allowed to continue this practice.
- b. Class A and Class B single-family detached dwellings and their customary uses, on the basis of one dwelling unit for each five acres of land or more under the same ownership.
- c. All commercial agricultural pursuits, and structures incidental thereto, including dairy products, livestock, poultry and poultry products, field crops, truck crops, and forestry.
- d. Public and private parks, open space, and recreational facilities, excluding commercial amusement facilities such as game parlors, and recreational vehicle and travel trailer overnight camping sites.
Go cart, all-terrain vehicle (ATV), and motorbike tracks and trails may be allowed as a conditional use on parcels of at least 100 acres. Such uses would also have to meet the requirements of and the buffering requirements of the industrial zoning district.
- e. Churches, charitable, semi-private, or philanthropic institutions, or camps and state parks.
- f. Reserved.
- g. Home occupations and residential businesses, as provided in article III, section 3.15 and 3.15A.
- h. Government-owned utilities.
- i. Bed and breakfast lodging facility.
- Since the Planning Board meeting, this has become an active Code Enforcement case; Development Services was notified that 50+ chickens were located on the property.
- At the November 14, 2023 Planning Board meeting, Mr. Peter Higgins made a motion to deny the rezoning. Mr. Brad Smith second, the motion carried 4-1 with Mr. Ryan Thompson opposing.

Alternatives

1. **Approve** the request to **rezone** 5.00 acres from **R-1** to **AR-1** to allow for horses on the property.
2. **Deny** the request to **rezone** 5.00 acres from **R-1** to **AR-1** to allow for horses on the property.

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 9/25/2023Applicant/Agent: Veronica NavarroApplicant Email Address: veronica@veronicanavarro.comPhone # 843-476-1923Applicant Mailing Address: 208 Carteret StreetCity: Beaufort State: SC Zip Code: 29902Property Owner, if different from above: Maria D Moreno Salgado & Jose A. Martinez Olvera
*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): maryy_salgado11@hotmail.comPhone # 843-816-0594Owner's Mailing Address: 295 Long Pond RoadCity: Rincon State: GA Zip Code: 31326Property Location: 295 Long Pond Road, Rincon, GA 31326

Proposed Road Access: _____

Present Zoning of Property: R-1 Proposed Zoning: AR-2Tax Map-Parcel # 04620-00000-030-0000 Total Acres: 5 Acres to be Rezoned: 5

Lot Characteristics: _____

WATER☒ Private Well☐ Public Water System**SEWER**☒ Private Septic System☐ Public Sewer SystemIf public, name of supplier: n/aJustification for Rezoning Amendment: Homeowner would like to have the option of having horses on his property.

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

North AR-1 South R-1 East R-1 West R-1

1. Describe the current use of the property you wish to rezone.

5 Acre property with a single family home.

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

I don't understand the question.

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

Owner would like to have a couple of horses on his property care for and to use as relaxation after work.

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

Residential properties, some with small animals

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

Rezoning is appropriate due to the similarity of the current use of the adjacent and nearby properties.

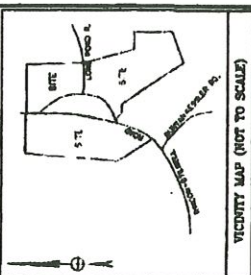
6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No

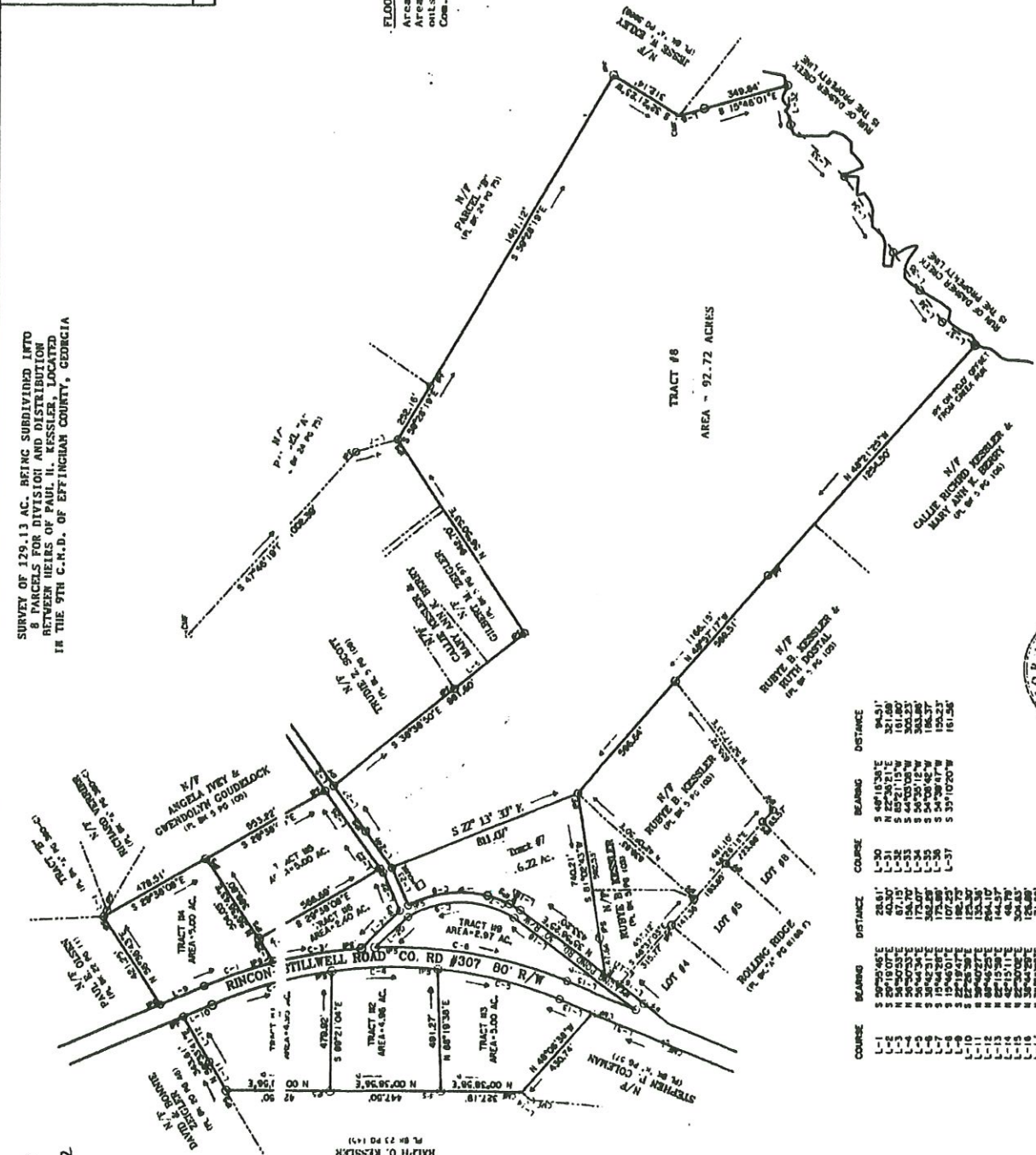
Applicant Signature: Veronica Navarro Date 9/25/23

SURVEY OF 129.13 AC. BEING SUBDIVIDED INTO 8 PARCELS FOR DIVISION AND DISTRIBUTION BETWEEN HEIRS OF PAUL H. KESSLER, DECEASED, IN THE 9TH C.M.D. OF EFFINGHAM COUNTY, GEORGIA

Received for Record
Book B156 Page C
Date January 22, 2002



FLOOD ZONE:
Area is in Flood Zone "X".
Area is determined to be outside 500 yr. flood plain.
Com. Pan. 130076 0130 B
March 18, 1987



Revised: 1/16/02
REVISED 6/26/01
REVISED 12/1/00

SURVEY FOR:
PAUL H. KESSLER ESTATE

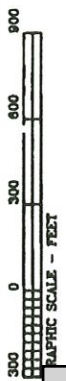
DATE: 12/01/00
SCALE: 1" = 100'

ADJ. W/ADJ. 0.0101 TOTAL AREA: 129.13 AC.

JOHN H. KESSLER SURVEYING CO., INC.
P.O. Box 1000, Effingham, GA 31023
Tel: 912.231.2222



COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
L-1	S 29°15'00"E	28.61'	L-30	S 48°16'38"E	94.51'
L-2	S 29°15'00"E	40.30'	L-31	N 22°30'21"E	321.89'
L-3	S 29°15'00"E	154.70'	L-32	N 17°15'00"E	171.00'
L-4	S 29°15'00"E	172.07'	L-33	S 44°53'03"W	303.53'
L-5	S 29°15'00"E	352.28'	L-34	S 24°20'12"W	383.89'
L-6	S 29°15'00"E	107.25'	L-35	S 24°20'12"W	186.37'
L-7	S 29°15'00"E	107.25'	L-36	S 29°10'20"W	181.25'
L-8	S 29°15'00"E	107.25'	L-37	S 29°10'20"W	181.25'
L-9	S 29°15'00"E	107.25'			
L-10	S 29°15'00"E	107.25'			
L-11	S 29°15'00"E	107.25'			
L-12	S 29°15'00"E	107.25'			
L-13	S 29°15'00"E	107.25'			
L-14	S 29°15'00"E	107.25'			
L-15	S 29°15'00"E	107.25'			
L-16	S 29°15'00"E	107.25'			
L-17	S 29°15'00"E	107.25'			
L-18	S 29°15'00"E	107.25'			
L-19	S 29°15'00"E	107.25'			
L-20	S 29°15'00"E	107.25'			
L-21	S 29°15'00"E	107.25'			
L-22	S 29°15'00"E	107.25'			
L-23	S 29°15'00"E	107.25'			
L-24	S 29°15'00"E	107.25'			
L-25	S 29°15'00"E	107.25'			
L-26	S 29°15'00"E	107.25'			
L-27	S 29°15'00"E	107.25'			
L-28	S 29°15'00"E	107.25'			
L-29	S 29°15'00"E	107.25'			

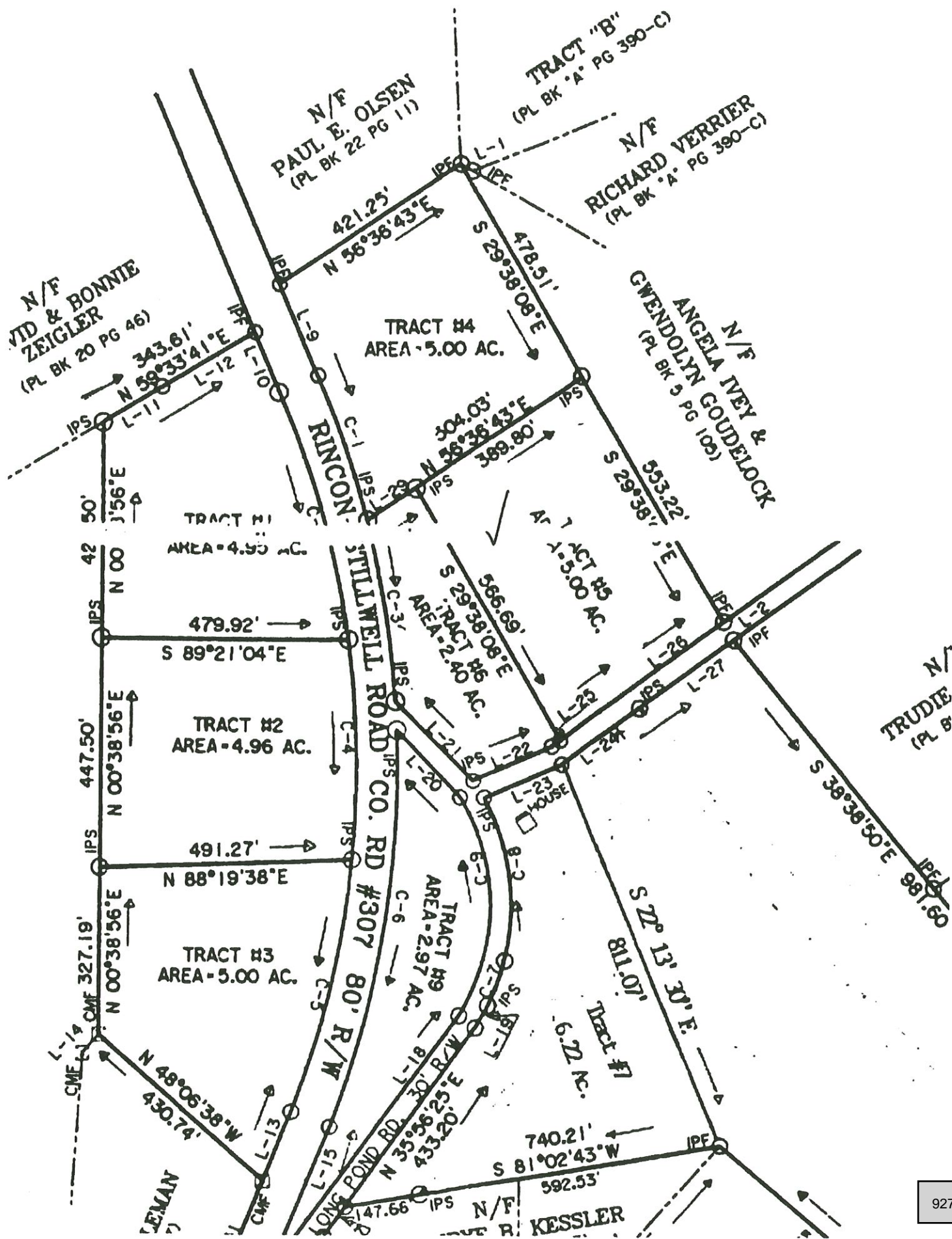


1. ALL CORNERS ARE MARKED WITH 5/8" REBARS UNLESS OTHERWISE NOTED ON THIS PLAN.
2. PROPERTY CORNERS LOCATED AT DANIEL CREEK ARE ON A 20' OFFSET FROM CREEK.
3. Lots 5, 6, 7, 8, and 9 are subject to Right-of-Way being 40 feet on each side of centerline of Long Pond Road.

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.
[Signature]
JANUARY 22, 2002

THE SURVEY WAS MADE BY JOHN H. KESSLER, A PROFESSIONAL SURVEYOR, IN ACCORDANCE WITH THE GEORGIA SURVEYING ACT OF 1967, AS AMENDED. THE SURVEY WAS MADE ON THE 12TH DAY OF JANUARY, 2002.

JOHN H. KESSLER SURVEYING CO., INC.
P.O. Box 1000, Effingham, GA 31023
Tel: 912.231.2222

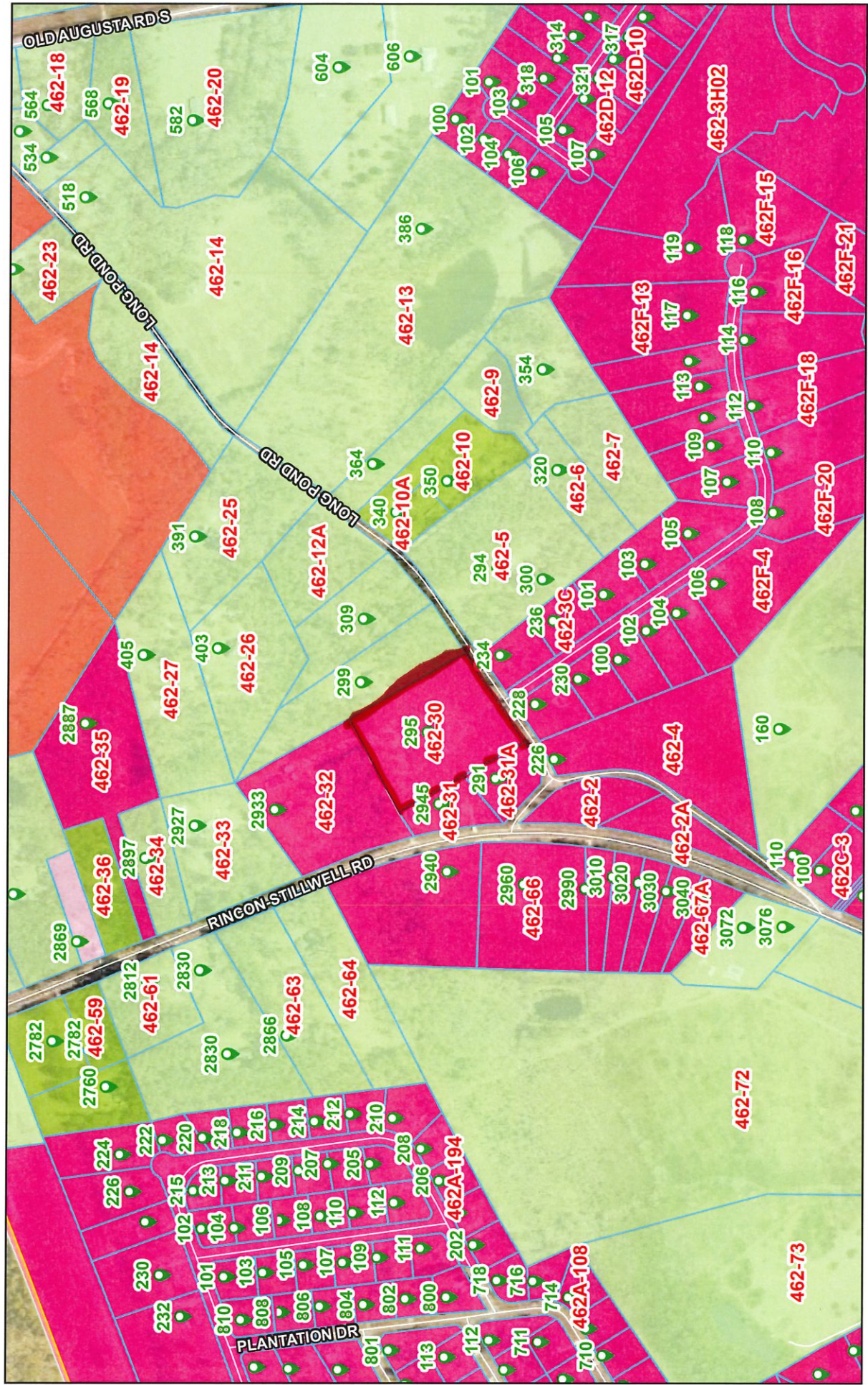


295 LONG POND ROAD 462-30



Item XVI. 11.

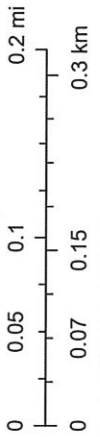
295 LONG POND ROAD 462-30



10/4/2023

- Municipal Boundaries
- Tax Parcels
- Roads
- Address Points
- Tax Parcel Labels
- Effingham County Zoning
 - R-1
 - AR-1
 - AR-2
- Efn_fin_cache
 - R-2
 - I-1
- Red: Band_1
- Green: Band_2

1:7,674



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap
USGS, METI/NASA, EPA, USDA

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL PST

Of the rezoning request by applicant **Veronica Navarro as agent for Maria Moreno Salgado & Jose Martinez Olvera – (Map # 462 Parcels # 30)** from **R-1** to **AR-1 zoning**.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **Veronica Navarro as agent for Maria Moreno Salgado & Jose Martinez Olvera – (Map # 462 Parcels # 30)** from **R-1** to **AR-1 zoning**.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____ ✓

Of the rezoning request by applicant **Veronica Navarro as agent for Maria Moreno Salgado & Jose Martinez Olvera – (Map # 462 Parcels # 30)** from **R-1** to **AR-1 zoning**.

- Yes ☒ No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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*I voted
against denol.*

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL XX

*4-1
to
deny!*

Of the rezoning request by applicant **Veronica Navarro as agent for Maria Moreno Salgado & Jose Martinez Olvera – (Map # 462 Parcels # 30)** from R-1 to AR-1 zoning.

- Yes ☒ No? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
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- Yes ☒ No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Veronica Navarro as agent for Maria Moreno Salgado & Jose Martinez Olvera requests to rezone 5.00 acres from R-1 to AR-1 to allow for horses on the property. Located at 295 Long Pond Road. [Map# 462 Parcel# 30]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone 5.00 acres from R-1 to AR-1** to allow for horses on the property.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres.
- The applicant would like to rezone from R-1 to AR-1 to be able to have horses for personal use on their property.
- This parcel was part of a larger subdivision, 129.13 acres, that was rezoned to R-1 in 2001, as an estate division.
- Currently the properties to the north, south, and west are zoned R-1. The parcels to the east are zoned AR-1.
- Per Effingham County Code of Ordinances, **Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, Section 5.1 – AR-1 Agricultural Residential Districts:**

Permitted uses:

- a. Site-built single-family detached dwellings and their customary uses, on the basis of one dwelling for each five acres of land or more under the same ownership. Land that has been established and used as a rental mobile home site prior to September 23, 1980, will be allowed to continue this practice.
 - b. Class A and Class B single-family detached dwellings and their customary uses, on the basis of one dwelling unit for each five acres of land or more under the same ownership.
 - c. All commercial agricultural pursuits, and structures incidental thereto, including dairy products, livestock, poultry and poultry products, field crops, truck crops, and forestry.
 - d. Public and private parks, open space, and recreational facilities, excluding commercial amusement facilities such as game parlors, and recreational vehicle and travel trailer overnight camping sites.
Go cart, all-terrain vehicle (ATV), and motorbike tracks and trails may be allowed as a conditional use on parcels of at least 100 acres. Such uses would also have to meet the requirements of and the buffering requirements of the industrial zoning district.
 - e. Churches, charitable, semi-private, or philanthropic institutions, or camps and state parks.
 - f. Reserved.
 - g. Home occupations and residential businesses, as provided in article III, section 3.15 and 3.15A.
 - h. Government-owned utilities.
 - i. Bed and breakfast lodging facility.
- Since the Planning Board meeting, this has become an active Code Enforcement case; Development Services was notified that 50+ chickens were located on the property.
 - At the November 14, 2023 Planning Board meeting, Mr. Peter Higgins made a motion to deny the rezoning. Mr. Brad Smith second, the motion carried 4-1 with Mr. Ryan Thompson opposing.

Alternatives

1. **Approve** the request to **rezone 5.00 acres from R-1 to AR-1** to allow for horses on the property.
2. **Deny** the request to **rezone 5.00 acres from R-1 to AR-1** to allow for horses on the property.

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

462-30

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

462-30

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, VERONICA NAVARRO AS AGENT FOR MARIA MORENO SALGADO & JOSE MARTINEZ OLVERA has filed an application to rezone five (5.00) +/- acres; from R-1 to AR-1 to allow for horses on the property; map and parcel number 462-30, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on December 5, 2023 and notice of said hearing having been published in the Effingham County Herald on November 15, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 18, 2023; and

IT IS HEREBY ORDAINED THAT five (5.00) +/- acres; map and parcel number 462-30, located in the 5th commissioner district is rezoned from R-1 to AR-1 to allow for horses on the property.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Item XVI. 13.

Subject: Rezoning (Second District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Jerome S. Konter** requests to **rezone** 18.67 acres from **PD (Commercial)** to **PD (Residential)** to allow for multifamily residential development. Located on Hodgeville Road. [Map# 416 Parcel# 20D]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 18.67 acres from **PD (Commercial)** to **PD (Residential)** to allow for multifamily residential development. Located on Hodgeville Road.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts, 5.15 – PD Planned Development District.
- This proposed development is surrounded to the north, west, and south by the current PD zoning of Belmont Glen, however to the east and north-east the proposed development is surrounded by industrial.
- At the April 5, 2022 Board of Commissioners meeting, the applicant applied to do the PD text amendment from **PD Commercial** to **PD Residential**. At that time the rezoning was denied.
- The applicant is again proposing a rezoning for a PD text amendment from **PD Commercial** to **PD residential** for a maximum of 207 multifamily residential units, with a net density of 12 units per acre.
- Water and Sewer will be provided by Effingham County; the applicant has proposed to not dedicate right-of-way at this time.
- Amenities for the proposed multifamily development will include parking, a pond, and open space. The open space will range from 21 to 32 percent of the site. This is approximately 4 to 6 acres within the site.
- At the November 14, 2023 Planning Board Meeting, Mr. Alan Zipperer made a motion to deny the rezoning. Mr. Peter Higgins second the motion, the motion carried 4-1, with Mr. Ryan Thompson opposing.
- The reason for denial was that Hodgeville is a county maintained road. The infrastructure and road at this time cannot handle the change from PD Commercial to PD multifamily.

Alternatives

1. **Approve** the request to **rezone** 18.67 acres from **PD (Commercial)** to **PD (Residential)** to allow for multifamily residential development, located on Hodgeville Road.
 1. Block lengths shall comply with the Subdivision Design Standards and shall not exceed 800' nor be less than 400'.
 2. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
 3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
2. **Deny** the request for to **rezone** 18.67 acres from **PD (Commercial)** to **PD (Residential)** to allow for multifamily residential development, located on Hodgeville Road.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

ATTACHMENT A – REZONING AMENDMENT APPLICATIONApplication Date: 09/06/2023Applicant/Agent: Jerome S. KonterApplicant Email Address: jkonter@konterhomes.comPhone # 912.354.9314Applicant Mailing Address: 22 Commerce Place; Savannah, GA 31406

City: _____ State: _____ Zip Code: _____

Property Owner, if different from above: JGH Commercial LLC*Include Signed & Notarized Authorization of Property Owner*Owner's Email Address (if known): jkonter@konterhomes.comPhone # 912.354.9314Owner's Mailing Address: 22 Commerce Place; Savannah, GA 31406

City: _____ State: _____ Zip Code: _____

Property Location: west side of Hodgeville Rd., between Saddleclub and New HavenProposed Road Access: 2 driveways off HodgevillePresent Zoning of Property: PD Proposed Zoning: PDTax Map-Parcel # 416-20D Total Acres: 18.67 Acres to be Rezoned: 18.67Lot Characteristics: wooded, flat topography**WATER**

____ Private Well

X Public Water SystemIf public, name of supplier: Effingham County**SEWER**

____ Private Septic System

X Public Sewer SystemJustification for Rezoning Amendment: minor text amendment for multi-family

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

North PD South PD East I-1 West PD

1. Describe the current use of the property you wish to rezone.

undeveloped

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

yes, as commercial

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

multi-family

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

residential and industrial

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

multi-family is suitable with adjacent residential

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

no; use of streets, facilities, and utilities will be similar to commercial

use of schools will not be excessive or burdensome

Applicant Signature:



Date

09/05/2023

LEGEND:

UPLAND (173 AC)

WETLAND (127 AC)

DETENTION

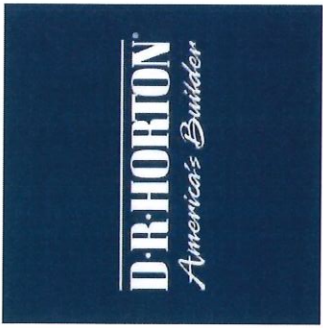
TOTAL UNITS

6 UNITS (21 BUILDINGS)	126
5 UNITS (6 BUILDINGS)	30
3 UNITS (5 BUILDINGS)	15
TOTAL	171 UNITS

TOTAL POND AREA REQUIRED - 0.84 ACRES
TOTAL POND AREA PROVIDED - 0.94 ACRES

PARKING PROVIDED
40 STANDARD SPACES
20 COMMERCIAL SPACES
42 TOTAL SPACES

FEE SIMPLE OWNERSHIP NOT CONTEMPLATED.
NO SUBDIVISION TO BE PROPOSED.

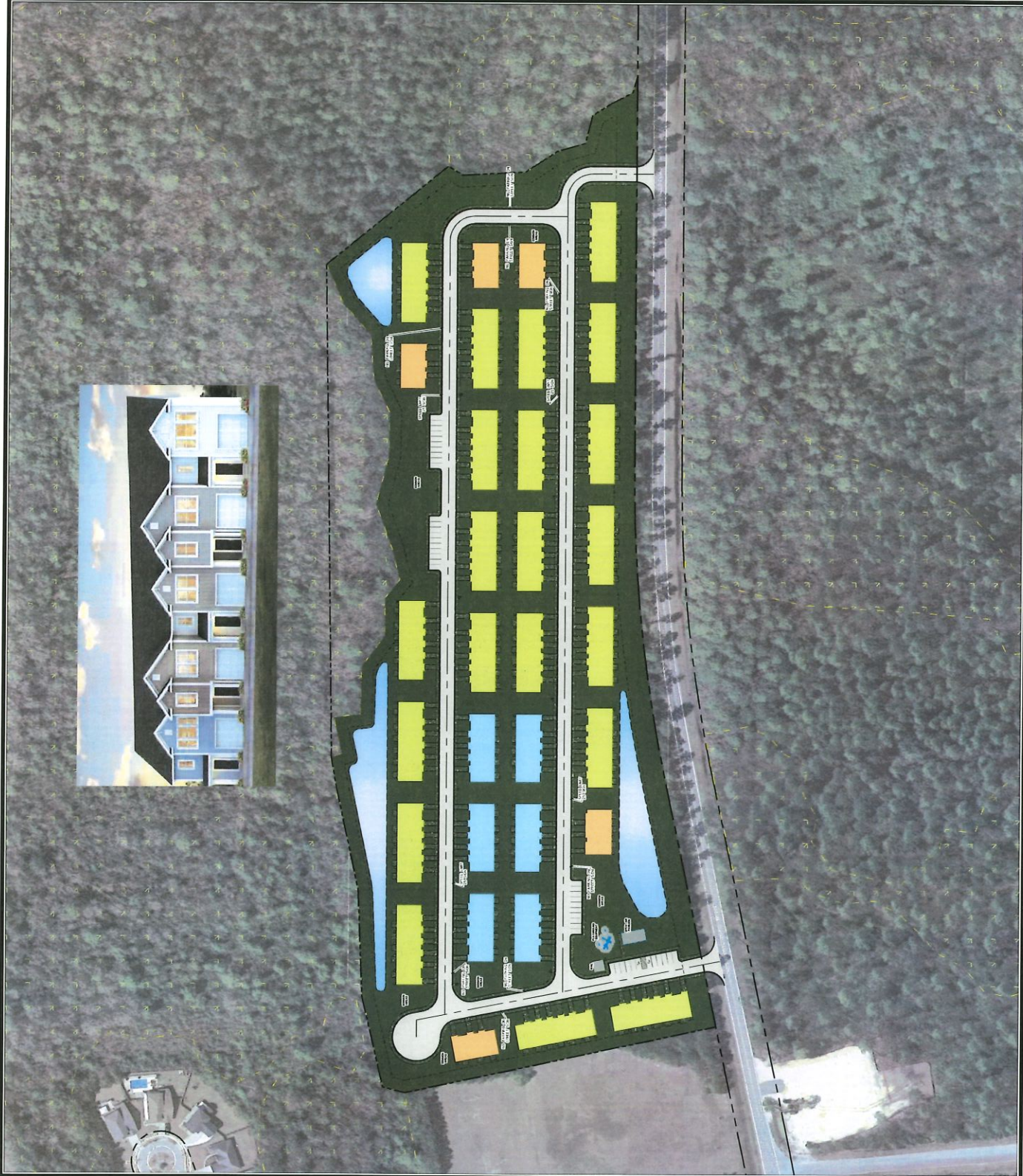


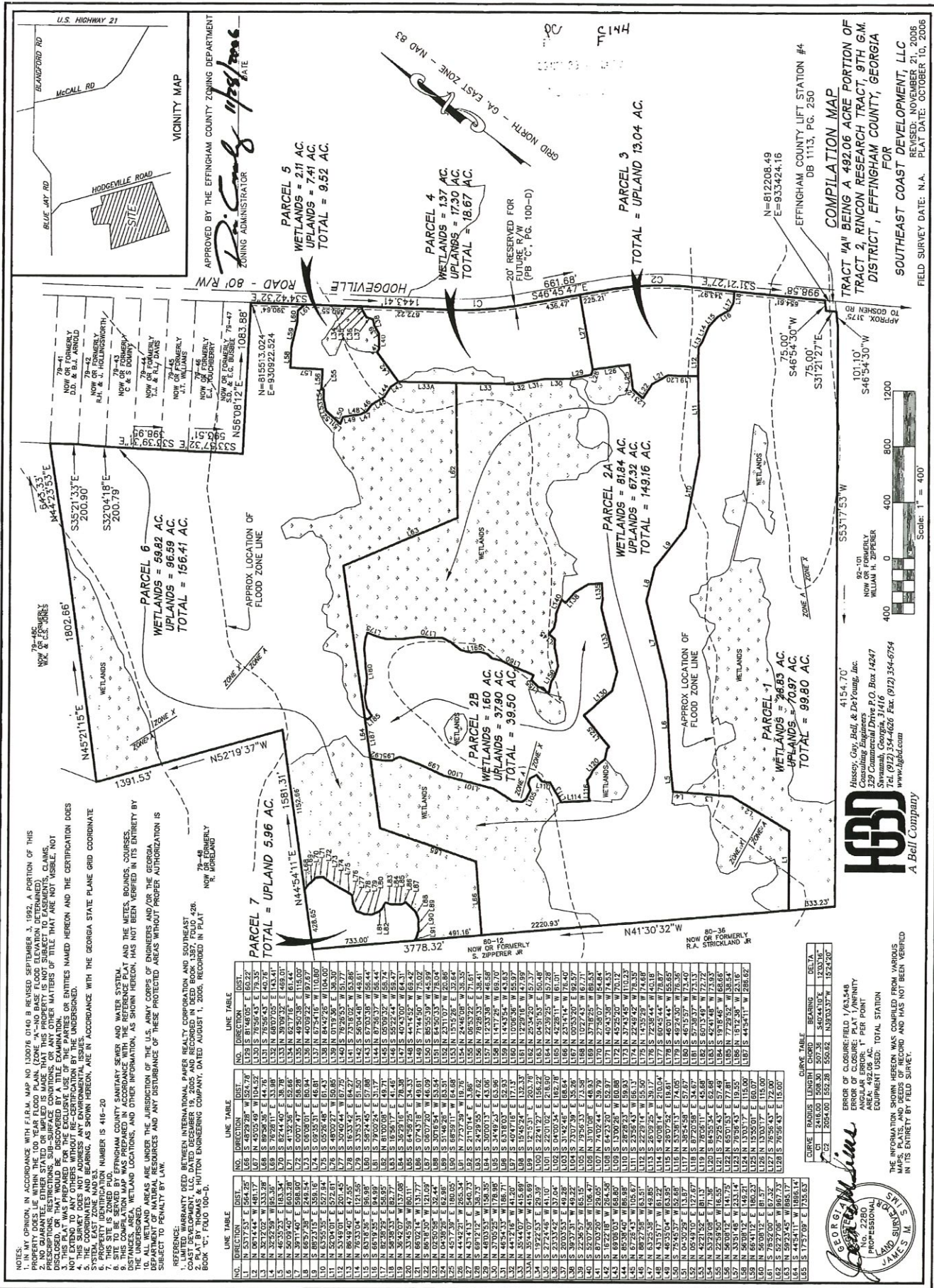
EFFINGHAM COUNTY
TOWNHOMES CONCEPT LAYOUT EXHIBIT
D.R. HORTON
DATE: NOVEMBER 10, 2023 SCALE: 1" = 60'



329 COMPTON, DUBLIN, GA 31006 | 912.254.4622

Item XVI. 13.





NOTES:

1. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 130076 D140 B RE-USED SEPTEMBER 3, 1992, A PORTION OF THIS TRACT IS NOT SUBJECT TO THE FLOOD ELEVATION DETERMINED.
2. NO GUARANTEE, EITHER STATED OR IMPLIED, IS MADE THAT THIS MAP IS A TRUE AND ACCURATE REPRESENTATION OF THE ACTUAL CONDITIONS, SUB-SURFACE CONDITIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT VISIBLE, NOT EXPOSED, OR NOT KNOWN TO THE SURVEYOR.
3. THIS MAP WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES OR ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY OTHERS WITHOUT RE-CERTIFICATION BY THE SURVEYOR.
4. THE COORDINATES AND BEARING, AS SHOWN HEREON, ARE IN ACCORDANCE WITH THE GEORGIA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE, NAD 83.
5. THIS SITE IS ZONED PUD.
6. THIS COULD BE SEEN BY EFFINGHAM COUNTY SANITARY SEWER AND WATER SYSTEM.
7. DISTANCES, AREA, WETLAND LOCATIONS, AND OTHER INFORMATION, AS SHOWN HEREON, HAS NOT BEEN VERIFIED IN ITS ENTIRETY BY THE SURVEYOR.
8. THE UNDEVELOPED AREAS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE GEORGIA DEPARTMENT OF NATURAL RESOURCES AND ANY DISTURBANCE OF THESE PROTECTED AREAS WITHOUT PROPER AUTHORIZATION IS SUBJECT TO PENALTY BY LAW.

REFERENCE: PLAT NO. 130076 D140 B RE-USED SEPTEMBER 3, 1992, A PORTION OF THIS TRACT IS NOT SUBJECT TO THE FLOOD ELEVATION DETERMINED.

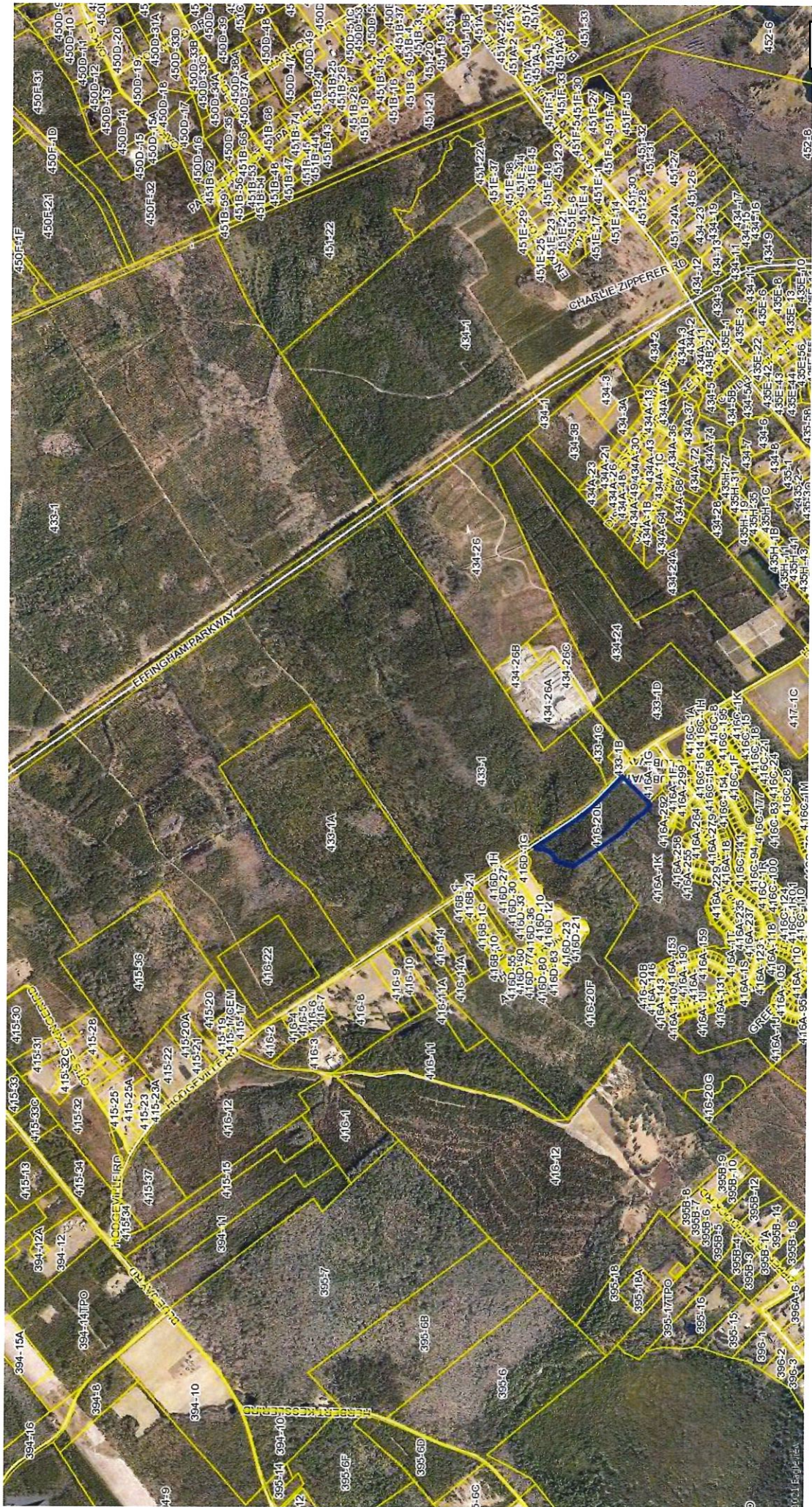
2. PLAT BY THOMAS & HUTTON ENGINEERING COMPANY, DATED AUGUST 1, 2005, RECORDED IN PLAT BOOK "C", FOLIO 100-D.

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CURVE TABLE

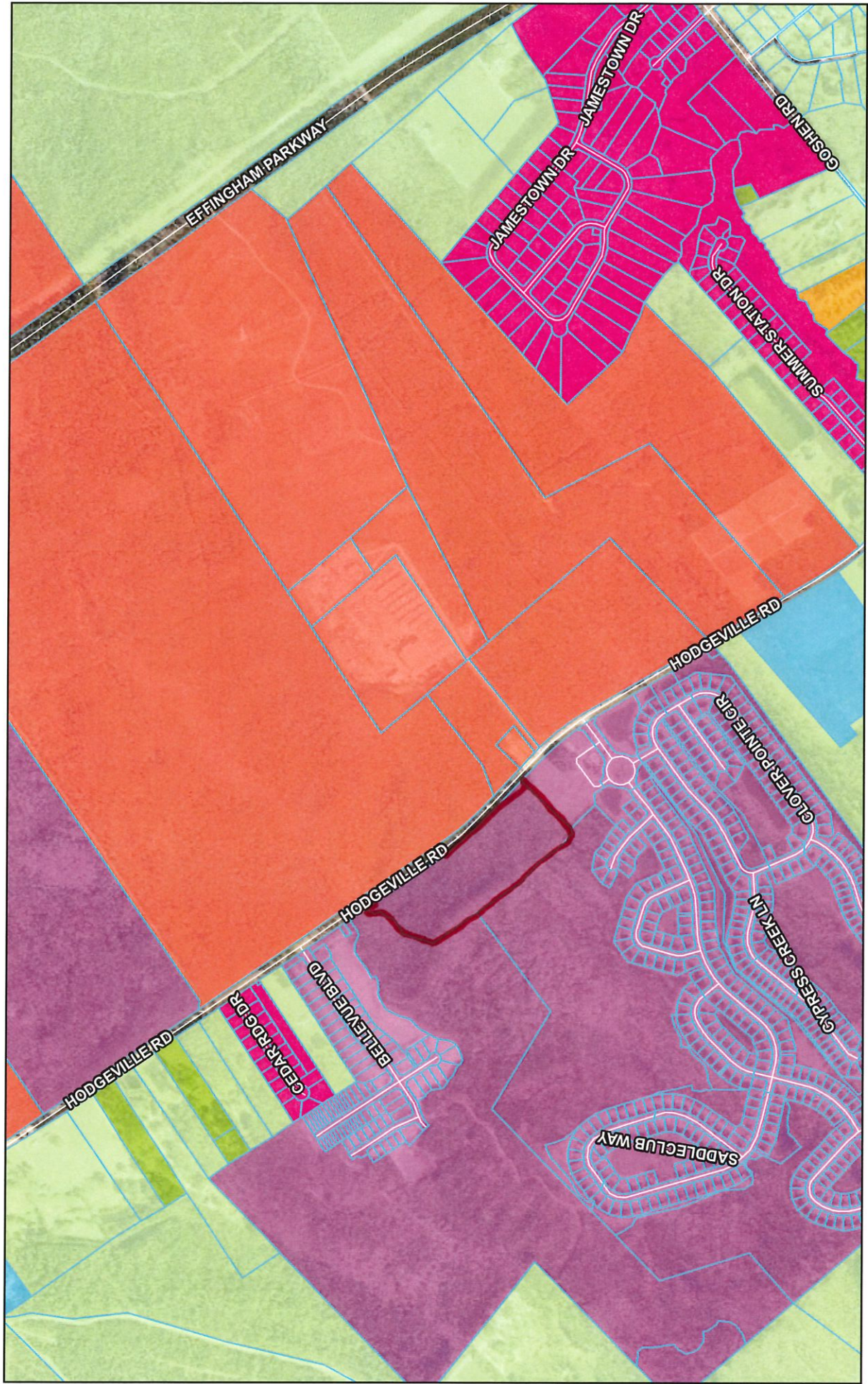
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10	1000.00	157.08	157.08	90.00°	90.00°
11	1000.00	157.08	157.08	90.00°	90.00°
12	1000.00	157.08	157.08	90.00°	90.00°
13	1000.00	157.08	157.08	90.00°	90.00°
14	1000.00	157.08	157.08	90.00°	90.00°
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34	1000.00	157.08	157.08	90.00°	90.00°
35	1000.00	157.08	157.08	90.00°	90.00°
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37	1000.00	157.08	157.08	90.00°	90.00°
38	1000.00	157.08	157.08	90.00°	90.00°
39	1000.00	157.08	157.08	90.00°	90.00°
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45	1000.00	157.08	157.08	90.00°	90.00°
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50	1000.00	157.08	157.08	90.00°	90.00°
51	1000.00	157.08	157.08	90.00°	90.00°
52	1000.00	157.08	157.08	90.00°	90.00°
53	1000.00	157.08	157.08	90.00°	90.00°
54	1000.00	157.08	157.08	90.00°	90.00°
55	1000.00	157.08	157.08	90.00°	90.00°
56	1000.00	157.08	157.08	90.00°	90.00°
57	1000.00	157.08	157.08	90.00°	90.00°
58	1000.00	157.08	157.08	90.00°	90.00°
59	1000.00	157.08	157.08	90.00°	90.00°
60	1000.00	157.08	157.08	90.00°	90.00°
61	1000.00	157.08			

HODGEVILLE ROAD 416-20D



Item XVI. 13.

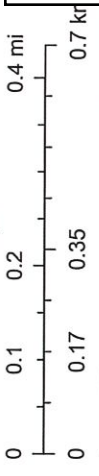
HODGEVILLE ROAD 416-20D



10/12/2023

- Tax Parcel Labels Effingham County Zoning
- Tax Parcels
 - AR-1
 - AR-2
- Roads
 - I-1 Efn_fin_cache
 - R-1
 - R-4
 - B-3
 - PD
- Green: Band_2

1:15,348



Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin
INCREMENT P, USGS, METINASA, EPA, USDA

Item XVI. 13.

RESEARCH FOREST PD ZONING AMENDMENT

NARRATIVE

Revised November 10, 2023

a) General Description

The property is located on Hodgeville Road in southern Effingham County about five miles north of Chatham County and south of Bluejay Road, and is identified as “*PARCEL 4*” of “*TRACT ‘A’ BEING A 492.06 ACRE PORTION OF TRACT 2, RINCON RESEARCH FOREST TRACT, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA*” on the recorded plat, with Tax Parcel ID # 416-20D, consisting of 18.67 acres.

b) Present Ownership

The site is currently owned by JGH Commercial LLC of Savannah, Georgia.

c) Proposed Land Uses and Development Standards

If the rezoning amendment is granted, the resulting change in use for the property will be from commercial to multi-family residential. The amendment of the PD zoning would allow an up to 207-unit multi-family complex to be constructed with amenities to include parking, a pond, and open space, with no wetland impacts required.

Table 1-1: Development Standards	
	Townhomes/Apartments
Lot Area (minimum)	900 SF (per dwelling unit)
Width (minimum)	20’
Depth (minimum)	45’
Height (maximum)	30’
Setbacks (minimum)	
Front	32’ (from centerline of road)
Building Separation	35’ (between buildings)
Side	17.5’
Rear	18’

Buffer requirements established in the original Planned Development District zoning will remain the same, except for wetlands which will require no buffer unless stipulated by the US Army Corps of Engineers.

d) Exceptions Requested

No exceptions are requested. [Density will be mitigated by onsite amenities, mixed building materials, open space, common areas, etc. Total number of townhome units contemplated in 2005 Research Forest PD (500) will not be exceeded (including 66 at New Haven). Regarding PD ordinance sec. 5.15.3.1 (k) impact on the school system, it is estimated that up to approximately 310 children could be living in the development.]

e) Percentage of Land Uses

Table 1-2: Land Uses		
	Acres (Range)	Percentage of Site
Townhomes/Apartments	2.8-7.5	15-40
Right-of-Way Dedication	0	0
Open Space	3.5-5.5	15-30
Common Areas	5.5-8.5	30-45
Ponds	0.75-1.75	2-10
TOTAL	18.67	100

f) Dwelling Units

Units will vary in size, with up to 4 bedrooms per unit.

Table 1-3: Dwelling Unit Summary		
Number of Units	Net Acres	Max. Net Density
207 (maximum)	17.3 (maximum)	12 units/acre

g) Proposed Dedication of Public Use

No dedication of public use is proposed at this time.

h) Open Space, Walks, and Common Areas

See Table 1-2 above.

i) Utilities

Public water and sewer service is available and shall be provided by Effingham County. Storm water management shall be accounted for by use of a detention pond for storage.

j) Access and Parking

Private drives will be provided to allow sufficient access to each residential unit, and amenity center. Access to the facilities will be from Hodgeville Road.

k) Schedule

Mass grading activities (digging the pond and raising the elevation of the land with onsite material recovered from the pond excavation) would be expected to start in 2024 with vertical construction and the balance of the site work expected to end sometime in 2026. No phasing is anticipated.

l) Installation and Maintenance of Improvements

Installation of improvements will be governed by site plans to be designed at a later date. Approval of such will precede issuance of building permits. Management of the community, including maintenance of building exteriors and common areas, trash collection, and provision of lighting, will be provided by a professional management firm and/or an owners association. Restrictive Covenants will be prepared at a later date.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL P.H.

Of the rezoning request by applicant **Jerome S. Konter – (Map #416 Parcels # 20D)** from PD to PD.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

P.H.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL X

Of the rezoning request by applicant **Jerome S. Konter – (Map #416 Parcels # 20D)** from PD to PD.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Deny

B.S.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____ 

Of the rezoning request by applicant **Jerome S. Konter – (Map #416 Parcels # 20D)** from **PD** to **PD**.

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

DB

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Jerome S. Konter – (Map #416 Parcels # 20D)** from **PD** to **PD**.

- Yes ☒ No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ☒ No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ☒ No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ☒ No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes ☒ No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ☒ No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ☒ No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ☒ No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL X

Of the rezoning request by applicant **Jerome S. Konter – (Map #416 Parcels # 20D)** from **PD** to **PD**.

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

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

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

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

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

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

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

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

1 voted
against denial

4-1

to

DENY

Staff Report

Item XVI. 14.

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Jerome S. Konter** requests to **rezone** 18.67 acres from **PD (Commercial)** to **PD (Residential)** to allow for multifamily residential development. Located on Hodgeville Road. [Map# 416 Parcel# 20D]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 18.67 acres from **PD (Commercial)** to **PD (Residential)** to allow for multifamily residential development. Located on Hodgeville Road.

Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts, 5.15 – PD Planned Development District.
- This proposed development is surrounded to the north, west, and south by the current PD zoning of Belmont Glen, however to the east and north-east the proposed development is surrounded by industrial.
- At the April 5, 2022 Board of Commissioners meeting, the applicant applied to do the PD text amendment from **PD Commercial** to **PD Residential**. At that time the rezoning was denied.
- The applicant is again proposing a rezoning for a PD text amendment from **PD Commercial** to **PD residential** for a maximum of 207 multifamily residential units, with a net density of 12 units per acre.
- Water and Sewer will be provided by Effingham County; the applicant has proposed to not dedicate right-of-way at this time.
- Amenities for the proposed multifamily development will include parking, a pond, and open space. The open space will range from 21 to 32 percent of the site. This is approximately 4 to 6 acres within the site.
- At the November 14, 2023 Planning Board Meeting, Mr. Alan Zipperer made a motion to deny the rezoning. Mr. Peter Higgins second the motion, the motion carried 4-1, with Mr. Ryan Thompson opposing.
- The reason for denial was that Hodgeville is a county maintained road. The infrastructure and road at this time cannot handle the change from PD Commercial to PD multifamily.

Alternatives

1. **Approve** the request to **rezone** 18.67 acres from **PD (Commercial)** to **PD (Residential)** to allow for multifamily residential development, located on Hodgeville Road.
 1. Block lengths shall comply with the Subdivision Design Standards and shall not exceed 800' nor be less than 400'.
 2. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
 3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
2. **Deny** the request for to **rezone** 18.67 acres from **PD (Commercial)** to **PD (Residential)** to allow for multifamily residential development, located on Hodgeville Road.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

416-20D

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

416-20D

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, JERMOME S. KONTER has filed an application to rezone fifty-three and one hundredth (53.1) +/- acres; from PD to PD to allow for a multifamily residential development; map and parcel number 416-20D, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on December 7, 2023 and notice of said hearing having been published in the Effingham County Herald on November 15, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on October 18, 2023; and

IT IS HEREBY ORDAINED THAT fifty-three and one hundredth (44.509) +/- acres; map and parcel number 416-20D, located in the 2nd commissioner district is rezoned from PD to PD to allow for a multifamily residential development, with the following conditions:

1. Block lengths shall comply with the Subdivision Design Standards and shall not exceed 800' nor be less than 400'.
2. A Sketch Plan must be approved by the Board of Commissioners before site development plans are submitted.
3. Site development plans shall comply with the Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report**Sketch Plan**

Subject: Sketch Plan (First District)
Author: Sammy Easton, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **Warren Kennedy.** request approval of a **sketch plan** for “80 Storage Lot.” Located at 195 Elm Street, zoned **B-3. [Map# 302 Parcel# 167]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of a **sketch plan** for “80 Storage Lot.”

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- At the October 3, 2023, Board of Commissioners Meeting, this 1.13-acre property was rezoned from R-2 to B-3 to allow for an outside storage facility.
- Access to this parcel will be on Elm Street, with only emergency access to Highway 80 per the condition of the approved rezoning.
- There will be a vegetative buffer surrounding the lot in addition to the 6' cyclone fence.
- The buffer will be 10' along Highway 80 and Elm Street per Effingham County Code of Ordinance, **3.4.2**

Adjacent public street buffers:

All development excluding industrial development shall maintain a ten-foot wide landscaped buffer between any parking or loading area and an adjacent accessed public right-of-way (ROW). In single-family subdivisions, a ten-foot landscaped buffer must be maintained between any lot or internal street and any public collector or arterial ROW accessed from the subdivision.

Where parcels abut a street without access to that street the buffer on that side of the parcel shall equal the required buffer for the use on the other side of the street.

- Vegetative buffers along the commercially zoned parcel to the east are the required 15' and 30' to the residentially zoned parcels to the west.
- Although not shown on the sketch plan, if the applicant installs a sign on the property, it must be in accordance with Article 9 – Signs of the Official Code of Effingham as well as permitted and inspected by Development Services.
- During the November 14, 2023 Planning Board, Mr. Ryan Thompson made a motion for approval with Staff Recommendations. The motion was seconded by Mr. Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the **sketch plan** for “80 Storage Lot”.
2. **Deny** the **sketch plan** for “80 Storage Lot.”

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Sketch Plan Application

Other Alternative: 2

FUNDING: N/A

2. Sketch Plan 3. Aerial Photograph

EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision 80 Storage LotName of Applicant/Agent WARREN KENNEDY Phone 912 657-1108Company Name W.M. Kennedy @Comcast.netAddress 195 Elm StreetOwner of Record WARREN KENNEDY Phone 912 657-1108Address 3318 Sandhill Rd. Dayton GA 31312

Engineer _____ Phone _____

Address _____

Surveyor _____ Phone _____

Address _____

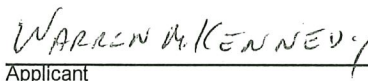
Proposed water _____ Proposed sewer _____

Total acreage of property 1.15 Acreage to be divided _____ Number of Lots Proposed _____Current Zoning R-2 Proposed Zoning B-2 Tax map - Block - Parcel No _____ - _____ - _____Are any variances requested? x/0 If so, please describe: _____

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

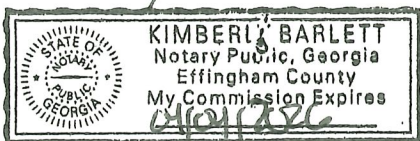
This 10 day of October, 2023


Notary



Applicant

Owner



EFFINGHAM COUNTY

SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____

Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use
(a) Project Information:	
<input checked="" type="checkbox"/>	1. Proposed name of development.
<input checked="" type="checkbox"/>	2. Names, addresses and telephone numbers of owner and applicant.
<input checked="" type="checkbox"/>	3. Name, address and telephone number of person or firm who prepared the plans.
<input type="checkbox"/>	4. Graphic scale (approximately 1"=100') and north arrow.
<input type="checkbox"/>	5. Location map (approximately 1" = 1000').
<input checked="" type="checkbox"/>	6. Date of preparation and revision dates.
<input checked="" type="checkbox"/>	7. Acreage to be subdivided.
(b) Existing Conditions:	
<input checked="" type="checkbox"/>	1. Location of all property lines.
<input checked="" type="checkbox"/>	2. Existing easements, covenants, reservations, and right-of-ways.
<input checked="" type="checkbox"/>	3. Buildings and structures.
<input checked="" type="checkbox"/>	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
<input checked="" type="checkbox"/>	5. Existing utilities including water, sewer, electric, wells and septic tanks.
<input type="checkbox"/>	6. Natural or man-made watercourses and bodies of water and wetlands.
<input type="checkbox"/>	7. Limits of floodplain.
<input type="checkbox"/>	8. Existing topography.
<input checked="" type="checkbox"/>	9. Current zoning district classification and land use.
<input type="checkbox"/>	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:	
<input checked="" type="checkbox"/>	1. Layout of all proposed lots.
<input checked="" type="checkbox"/>	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
<input checked="" type="checkbox"/>	3. Proposed zoning and land use.
<input type="checkbox"/>	4. Existing buildings and structures to remain or be removed.
<input type="checkbox"/>	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
<input type="checkbox"/>	6. Proposed retention/detention facilities and storm-water master plan.

	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
	8. Water distribution infrastructure master plan.

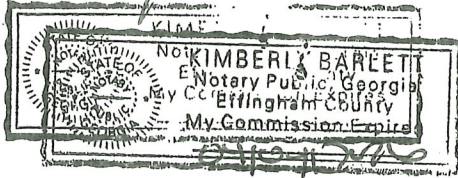
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 10 day of October, 2023

Kimberly Barrett
Notary

Wam M. Kennedy
Applicant

Owner



Staff Report**Sketch Plan**

Subject: Sketch Plan (First District)
Author: Sammy Easton, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: Jay Maupin as Agent for Ray Demott, request approval of a **sketch plan** for "Faulkville Flex" Located on Hwy 80, zoned **B-3**. [Map# 329 Parcel# 41E01]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for "Faulkville Flex."

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- At the October 3, 2023, Board of Commissioners Meeting, this 15.00-acre property was rezoned from AR-1 to B-3 for business development.
- There will be 4 buildings in total, ranging from 28,800 sqft to 37,000 sqft.
- Access to this parcel will be 2 points of ingress/egress one on each side.
- The applicant has already spoken with GDOT to begin the process of their Permit.
- The buffer will be 10' along Highway 80 and 15' along the B-2 triangle in the middle. The Marlow Road buffer will be 30' per Effingham County Code of Ordinance, **3.4.2 Adjacent public street buffers:**
All development excluding industrial development shall maintain a ten-foot wide landscaped buffer between any parking or loading area and an adjacent accessed public right-of-way (ROW). In single-family subdivisions, a ten-foot landscaped buffer must be maintained between any lot or internal street and any public collector or arterial ROW accessed from the subdivision.
Where parcels abut a street without access to that street the buffer on that side of the parcel shall equal the required buffer for the use on the other side of the street.
- During the November 14, 2023 Planning Board, Mr. Ryan Thompson made a motion for approval with Staff Recommendations. The motion was seconded by Mr. Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the **sketch plan** for "Faulkville Flex".
2. **Deny** the **sketch plan** for "Faulkville Flex".

Recommended Alternative: 1

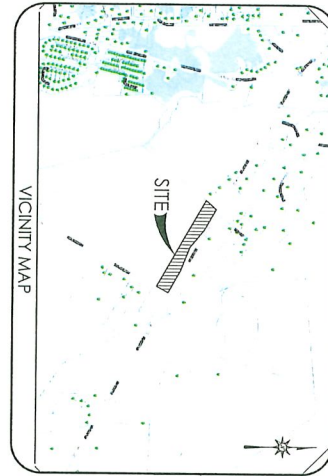
Department Review: Development Services

Attachments: 1. Sketch Plan Application

Other Alternatives: 2

FUNDING: N/A

2. Sketch Plan 3. Aerial Photograph

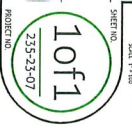


- GENERAL DEVELOPMENT NOTES:**
1. PRC: 375-4181
ADDRESS: 114 WEST 4TH STREET
SAVANNAH, GA 31401
 2. TOTAL LAND ACRES: 11.581 AC
TOTAL DISTURBED ACRES: 1.804 AC
 3. EXISTING USE OF PROPERTY: UNDEVELOPED
PROPOSED USE OF PROPERTY: CONSTRUCTION OFFICES
 4. BUILDING FOOTPRINT: 134,000 SF
PARKING SPACES: 187 SPACES
 5. PROPERTY IS LOCATED IN ZONE 1, NOT A SPECIAL FLOOD HAZARD AREA, AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP # 13020C01E, DATED 02/19/13
 6. PARKING SPACE CALCULATION:
REQUIRED FOR USE INCREASED AND MAXIMUMS:
1.5 SPACE / 2.5 BAYWIDTHS = 124 BAYWIDTHS
1.5 SPACE / 25 SF OF RETAIL SALES OR SERVICE = 1,200 SF BUILDING + BUILDINGS
TOTAL: 187 SPACES
PROPOSED: 187 SPACES (INCL. 16 ADA)

PREPARED FOR:
DEMOTT DEVELOPMENT LLC
RAY DEMOTT
PO BOX 7442
SAVANNAH, GA 31418
912.447.1000
developer@email.com



ZONED: AR-1
SAME OWNER
PROPERTY UNDER CONSERVATION EASEMENT
PROPERTY CAN NOT BE DEVELOPED



10f1
235-23-07

MAUPIN
engineering

114 WEST 4TH STREET
SAVANNAH, GA 31401

OFFICE PHONE: (912) 235-2315
CELL: (912) 235-2315
EMAIL: info@maupin-engineering.com

GENERAL DEVELOPMENT PLAN
Faulkville Flex Space

REVISIONS

NO.	DATE	DESCRIPTION

SKETCH

DRAWN: JAA 8.24.2013
CHECKED: JAA DATE
SCALE: 1" = 100'

10f1
235-23-07



EOM Operations
Your solution to a better tomorrow

OPERATIONS

Item XVI. 16.

October 31st, 2023

Jay A. Maupin, P.E.
Maupin Engineering
114 W 42nd St
Savannah, GA 31401

Dear Mr. Maupin,

I am pleased to provide you with a review of the sketch plan for Faulkville Flex Space, which can be found below.

Site Plan Review

Submittal Documents

Sketch Plan _____ Oct. 2023

Comments

1. A GDOT Encroachment Permit will be required for proposed work within the Hwy 80 Right-of-Way.
2. A well permit will be required by Effingham County Health Department.
3. A septic permit will be required by Effingham County Health Department.
4. Wetlands appear on the National Wetland Inventory Map within the boundaries of this parcel. These existing site elements should be shown on the sketch plan.
 - a. Make sure to review section 30-246 of the County's Code of Ordinances and take the necessary steps to demonstrate that wetlands are non-jurisdictional or pursue nationwide permit for wetland impacts. The jurisdictional determination or wetland impact permitting is not needed until this application reaches the site plan review phase.
5. It is recommended that a parking plan for the rear of buildings be provided, assuming that this area will be designated for loading/unloading and storage of trucks/equipment.
6. North arrow is missing from the sketch plan. North arrow is only shown for Vicinity Map, which is at a different orientation than plan drawing.
7. Include solid waste collection area, as applicable.
8. It is acknowledged that a buffer variance will be pursued. If this variance is not approved, the sketch plan will need to be revised and resubmitted, as the current configuration will not support the typical buffer.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882

960



EOM Operations
Your solution to a better tomorrow

Item XVI. 16.

CC: Chelsie Fernald, Planner - Effingham County
Liberto Chacon, PE, Sr. Vice President - EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882

961

329-41E01 / Hwy 80



11/10/2023

- Addresses
- Roads
- Tax Parcels
- Tax Parcel Labels
- Effingham County Zoning
- AR-1
- AR-2
- B-2
- B-3
- I-1
- Efn_fin_cache
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:8,779

0 0.05 0.1 0.2 0.4

0 0.1 0.2 0.4

mi km

Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METINASA, EPA, USDA, Effingham County BOC

EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

Item XVI. 16.

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Faulkville Flex

Name of Applicant/Agent Ray Demott Phone 912-484-4448

Company Name Demott Development

Address P.O. Box 7442 Savannah, GA 31418

Owner of Record Quail Preserve, LLC. Phone 912-484-4448

Address P.O. Box 7442 Savannah, GA 31418

Engineer Jay Maupin-Maupin Engineering Phone 912-235-2915

Address 114 W 42nd Street Savannah, GA 31401

Surveyor _____ Phone _____

Address _____

Proposed water On-Site Proposed sewer On-Site

Total acreage of property _____ Acreage to be divided n/a Number of Lots Proposed 1

Current Zoning AR-1 Proposed Zoning B-3 Tax map – Block – Parcel No 329-41E01

Are any variances requested? Yes If so, please describe: _____

To eliminate the requiremnet for a buffer on the back (south) side of the propoerty where property butts up against the conserved property behind it, which Quail Preserve, LLC also owns

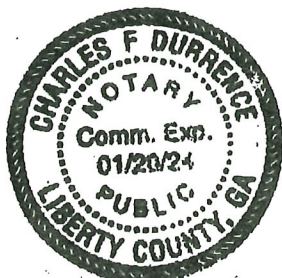
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 3rd day of October, 2003

Charles F. Durrence
Notary

x Raymond J. Demott
Applicant

x Quail Preserve, LLC, Raymond J. Demott
Owner
Manager



EFFINGHAM COUNTY

SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use	
(a) Project Information:		
X		1. Proposed name of development.
X		2. Names, addresses and telephone numbers of owner and applicant.
X		3. Name, address and telephone number of person or firm who prepared the plans.
X		4. Graphic scale (approximately 1"=100') and north arrow.
X		5. Location map (approximately 1" = 1000').
X		6. Date of preparation and revision dates.
n/a		7. Acreage to be subdivided.
(b) Existing Conditions:		
X		1. Location of all property lines.
X		2. Existing easements, covenants, reservations, and right-of-ways.
X		3. Buildings and structures.
X		4. Sidewalks, streets, alleys, driveways, parking areas, etc.
X		5. Existing utilities including water, sewer, electric, wells and septic tanks.
X		6. Natural or man-made watercourses and bodies of water and wetlands.
X		7. Limits of floodplain.
X		8. Existing topography.
X		9. Current zoning district classification and land use.
X		10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
n/a		1. Layout of all proposed lots.
X		2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
X		3. Proposed zoning and land use.
X		4. Existing buildings and structures to remain or be removed.
X		5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
X		6. Proposed retention/detention facilities and storm-water master plan.

n/a	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
n/a	8. Water distribution infrastructure master plan.

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

This 3rd day of October, 2023

Charles F. Durrence
Notary

x Raymond J. DeMott
Applicant

x Cheryl Preserve, LLC, Raymond J. DeMott
Owner
Manager



Staff Report**Sketch Plan**

Subject: Sketch Plan (First District)
Author: Sammy Easton, Planner II
Department: Development Services
Meeting Date: December 5, 2023
Item Description: **David Morrow.** request approval of a **sketch plan** for "Waterford Apartments," Located on Goshen Road, zoned **R-3 and B-2. [Map# 465 Parcel# 23]**

Summary Recommendation

Staff has reviewed the application and recommends **approval** of a **sketch plan** for "Waterford Apartments."

Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.
The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- At the August 16, 2005, Board of Commissioners Meeting, this 59.01-acre property was rezoned from AR-1 to R-3 and B-2 for apartment and commercial development.
- At the March 21, 2006, Board of Commissioners Meeting, a variance was approved to reduce the 35' front setback to 20'.
- This sketch plan covers Phase I, 9.00 acres of the 59.01 acres. As a condition of the approval, they will have to submit a plat to be recorded subdividing the 9 acres from the 59.01 acres.
- The updated Master Plan will show the location of the projected B-2 section of this parcel. Due to this parcel not having an approved designated B-2 area during the rezoning, previous staff have allowed them to choose where this zoning would be in the overall 59.01 acres.
- Access to this parcel will be on Goshen Road.
- The buffer will be 20' along Goshen Road and Vegetative buffers along the commercially zoned parcel to the south and east are the required 20' and 20' to the residentially zoned parcels to the west.
- During the November 14, 2023 Planning Board, Mr. Peter Higgins made a motion for approval with Staff Recommendations. The motion was seconded by Mr. Ryan Thompson and carried unanimously.

Alternatives

1. **Approve the sketch plan** for "Waterford Apartments" with the following conditions
 - A plat must be submitted subdividing Phase I from the remaining 59.01 acres in accordance with the Georgia Plat Act.
2. **Deny the sketch plan** for "Waterford Apartments".

Recommended Alternative: 1

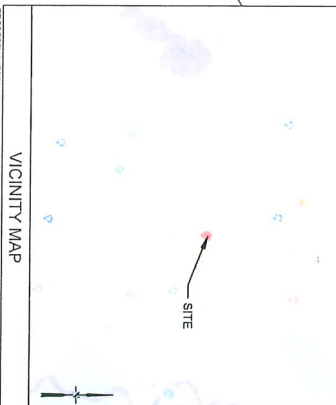
Department Review: Development Services

Attachments: 1. Sketch Plan Application 2. Sketch Plan

Other Alternatives: 2

FUNDING: N/A

3. Aerial Photograph



NOT RELEASED
FOR
CONSTRUCTION



ROBERTS
CIVIL ENGINEERING

16 SOUTH 2400 WEST, SUITE 200, WEST JORDAN, UTAH 84081
WWW.ROBERTSCIVILENGINEERING.COM

SKETCH PLAN

WATERFORD APARTMENTS
EFFINGHAM COUNTY, GEORGIA

SKETCH PLAN

DATE: 2023/11/07
PROJECT NUMBER: 23500
DRAWN BY: OAG
CHECKED BY: JLV
SCALE: 1"=50' (FOR 24"X36" PLOT)

SF
SHEET:

PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

1 MASTER ARCHITECTURAL SITE PLAN

PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

REVIEW SET 5

LEGEND

	COMMERCIAL
	RESIDENTIAL
	UNLAND
	WETLAND

PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

AST.0

Δ	DD FORM	REVISION
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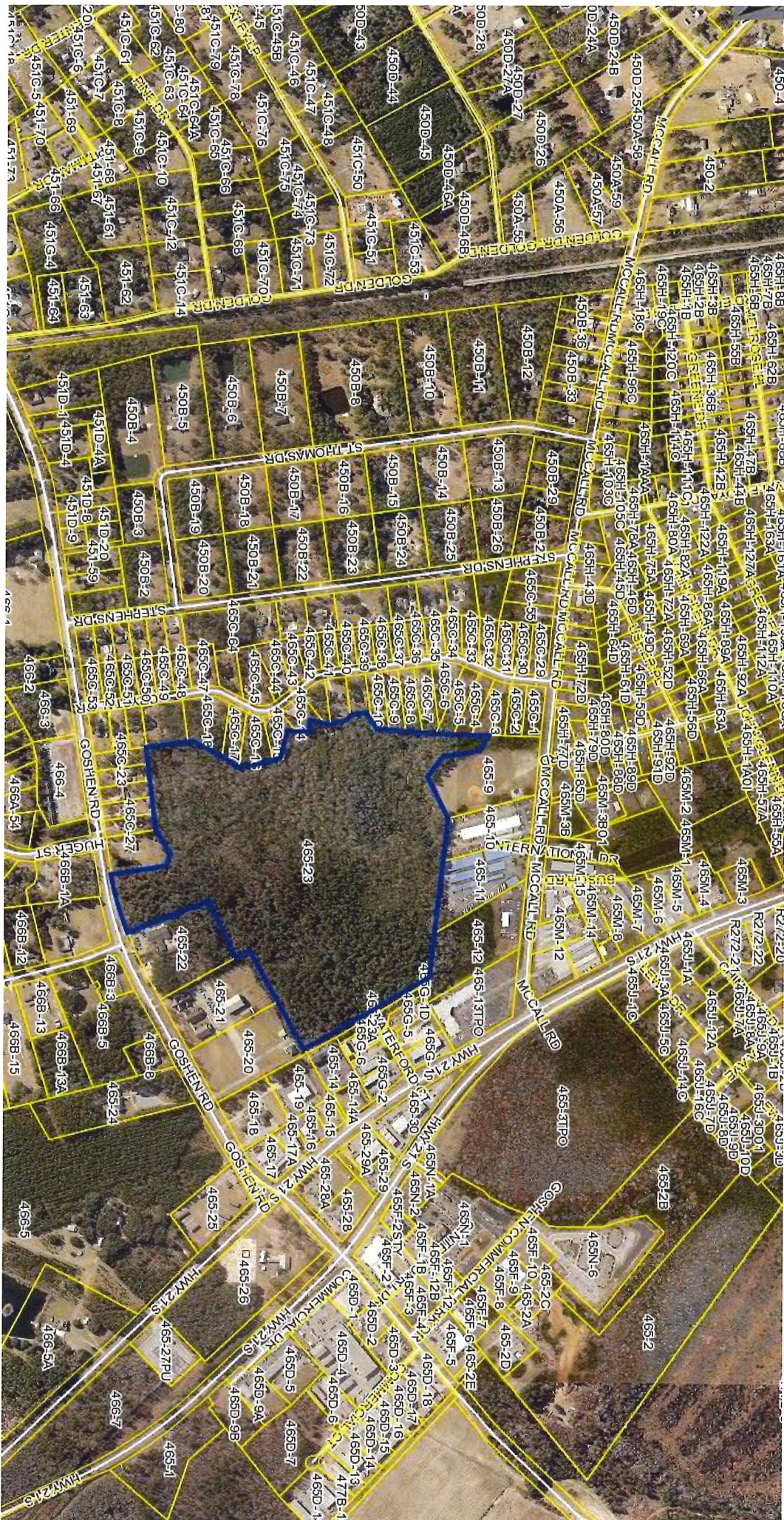
COPYRIGHT (C) 2023
1ST ISSUE
DDMMYY

Wallace
ARCHITECTS LLC
Columbia, MO

WATERFORD APARTMENTS - MASTER

EFFINGHAM COUNTY, GEORGIA





EFFINGHAM COUNTY

SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Waterford ApartmentsName of Applicant/Agent David Morrow Phone 205-759-5781Company Name Morrow Realty Co., Inc.Address 809 22nd Avenue, Tuscaloosa, AL 35401Owner of Record Linhos Chemical, Inc. Phone 912-754-9569Address 113 Progress Drive, Rincon, GA 31326Engineer ROBERTS CIVIL ENGINEERING, JESSICA VICK Phone 912-298-7005Address 6001 CHATAM CENTER DRIVE, SAVANNAH, GASurveyor SHUPE SURVEYING COMPANY, THOMAS GAMMON Phone 912-265-0562Address 130 CANAL STREET, SUITE 501, POOLER, GAProposed water EFFINGHAM COUNTY PUBLIC Proposed sewer _____Total acreage of property 59.01 Acreage to be divided 9.00 Number of Lots Proposed 1Current Zoning R-3 Proposed Zoning R-3 Tax map - Block - Parcel No 046 50 023Are any variances requested? NO If so, please describe: _____

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

This 12th day of September, 2023
 Notary James Greer


Applicant [Signature]
 Owner _____

EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____
 Date Received: _____ Date Reviewed: _____ Reviewed by: _____

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

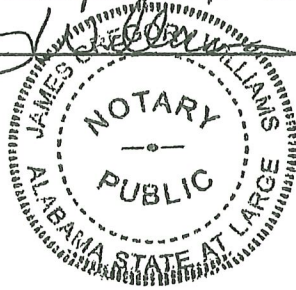
Office Use	Applicant Use
(a) Project Information:	
<input checked="" type="checkbox"/>	1. Proposed name of development.
<input checked="" type="checkbox"/>	2. Names, addresses and telephone numbers of owner and applicant.
<input checked="" type="checkbox"/>	3. Name, address and telephone number of person or firm who prepared the plans.
<input checked="" type="checkbox"/>	4. Graphic scale (approximately 1"=100') and north arrow.
<input checked="" type="checkbox"/>	5. Location map (approximately 1" = 1000').
<input checked="" type="checkbox"/>	6. Date of preparation and revision dates.
<input checked="" type="checkbox"/>	7. Acreage to be subdivided.
(b) Existing Conditions:	
<input checked="" type="checkbox"/>	1. Location of all property lines.
<input checked="" type="checkbox"/>	2. Existing easements, covenants, reservations, and right-of-ways.
<input checked="" type="checkbox"/>	3. Buildings and structures.
<input checked="" type="checkbox"/>	4. Sidewalks, streets, alleys, driveways, parking areas, etc.
<input checked="" type="checkbox"/>	5. Existing utilities including water, sewer, electric, wells and septic tanks.
<input checked="" type="checkbox"/>	6. Natural or man-made watercourses and bodies of water and wetlands.
<input checked="" type="checkbox"/>	7. Limits of floodplain.
<input checked="" type="checkbox"/>	8. Existing topography.
<input checked="" type="checkbox"/>	9. Current zoning district classification and land use.
<input checked="" type="checkbox"/>	10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:	
<input checked="" type="checkbox"/>	1. Layout of all proposed lots.
<input checked="" type="checkbox"/>	2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
<input checked="" type="checkbox"/>	3. Proposed zoning and land use.
<input checked="" type="checkbox"/>	4. Existing buildings and structures to remain or be removed.
<input checked="" type="checkbox"/>	5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
<input checked="" type="checkbox"/>	6. Proposed retention/detention facilities and storm-water master plan.

<input checked="" type="checkbox"/>	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
<input checked="" type="checkbox"/>	8. Water distribution infrastructure master plan.

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

This 12th day of September, 2023

Notary



Applicant

Owner

Staff Report

Subject: Conditional Use (Fourth District)
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: December 5, 2023

Item Description: Requests a **conditional use** for a **family cemetery**, located at 258 Shirley Road. [Map# 370C Parcel# 2B]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a **family cemetery**.

Executive Summary/Background

- The request for a Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, **Section 5.1.2.2 - Cemeteries**.
- The applicant requests a conditional use to have a family cemetery on the parcel. The parcel is zoned AR-1.
- Per the Effingham County Ordinance, **Article III – General Provisions, Section 3.6 – Cemeteries, Mausoleums, and Crematories:**
No premises shall be used or occupied for the purposes of a cemetery or mausoleum in any district except multi-family residential, single-family residential, and agricultural residential districts and then only upon approval after a public hearing. No land for which a plat has not been recorded shall be used for any burials. The dead shall not be buried or placed closer than ten feet to any highway right-of-way, nor closer than ten feet to any other property line. No premises shall be used or occupied for the purposes of a crematorium in any district except as a conditional use in a B-2 zoning district.
- The cemetery is 400 sq. ft. and located 10' from the property line
- The applicant has submitted a plat for signature and recording.

Alternatives

1. **Approve** the request of a **conditional use** for a **family cemetery**.
2. **Deny** the request of a **conditional use** for a **family cemetery**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Conditional Use application 2. Aerial photograph 3. Deed 4. Plat

CU-23-6

Conditional Use Permit

Status: Active

Submitted On: 11/6/2023

Primary Location

258 Shirley Drive

Guyton, GA 31312


Owner

HOOD LEON L JR


258 SHIRLEY DR GUYTON, GA 31312

Applicant

 Leon Hood

 912-247-2875

 leonhood@comcast.net

 258 Shirley Drive
Guyton, Ga 31312

Staff Review

 Planning Board Meeting Date

—

 Public Notification Letters Mailed

—

 Planning Board Ads

—

 Staff Recommendation *

—

 Staff Description*

 Board of Commissioner Meeting Date

—

 Board of Commissioner Ads

—

 Commissioner District*

—

🔒 Staff Description - Conditional Use

🔒 Request Approved of Denied*

—

🔒 ZMA Condition 1

🔒 ZMA Condition 2

🔒 ZMA Condition 3

🔒 ZMA Condition 4

🔒 ZMA Condition 5

🔒 ZMA Condition 6

🔒 ZMA Condition 7

🔒 ZMA Condition 8

🔒 ZMA Condition 9

🔒 ZMA Condition 10

Applicant Information

Who is applying for the Conditional Use?*

Applicant / Agent Name*

Property Owner

Leon Hood

Applicant Email Address*

Applicant Phone Number*

Leonhood@comcast.net

912-247-2875

Applicant Mailing Address*

Applicant City*

258 Shirley Drive

Guyton

Applicant State*

Applicant Zip Code*

Ga

31312

Property Information

Property Location*

258 Shirley Drive

Present Zoning of Property*

AR-1

Tax Map Number*

370C

Parcel Number*

2B

Total Acres of Property*

5.2

Conditional Use Requested

Conditional Use*

Other

Reason:*

Family Cemetery

How does request meet criteria of Section 7.1.6 (see Attachment C):*

Article III 3.6

RESERVED FOR CLERK OF COURT

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
STAVANNA, GEORGIA 30467
PH. (912) 829-3872

SURVEYORS 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 and as set forth in O.C.G.A. Section 15-6-67.

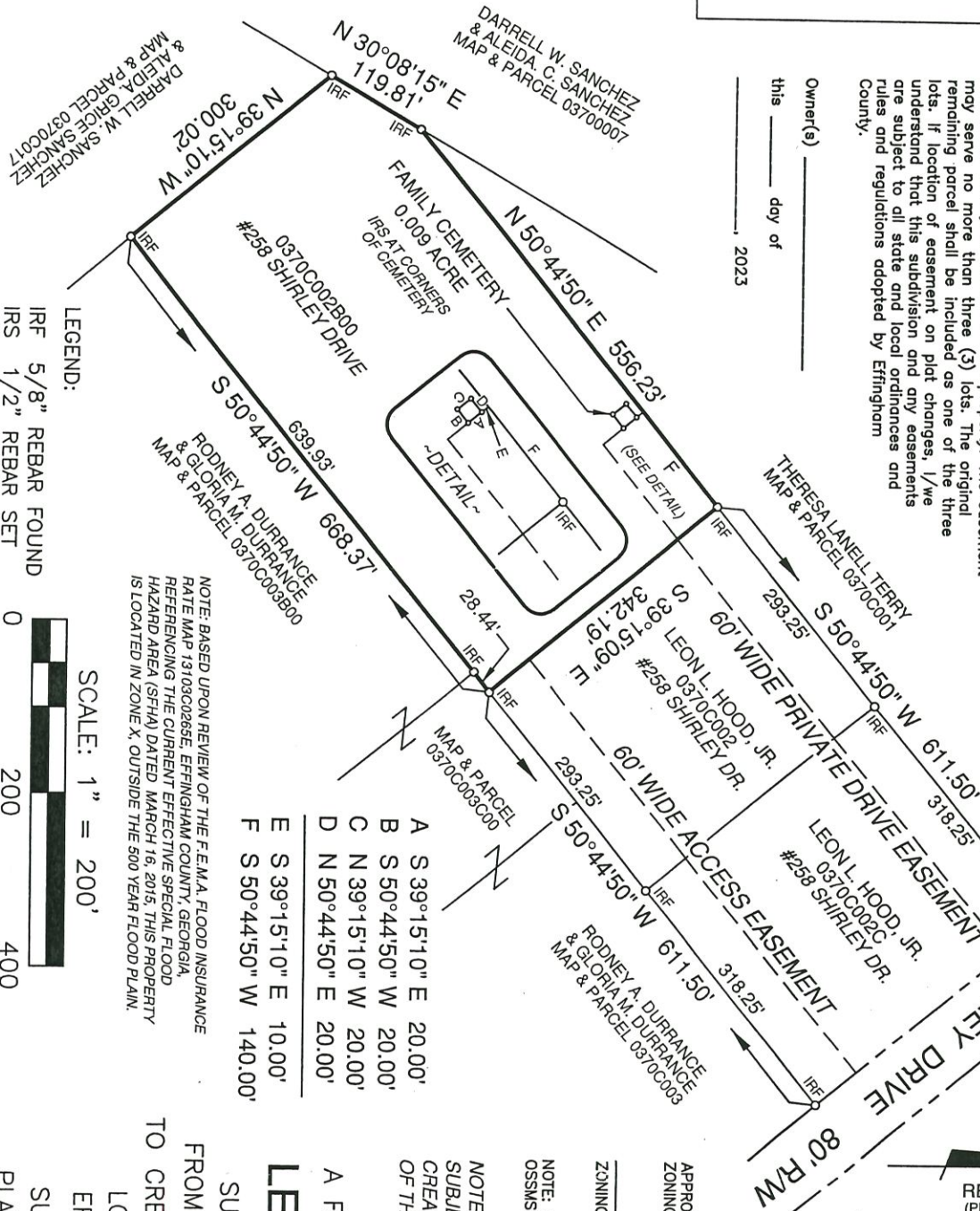


Adolph N. Michelis
GA. Reg. L.S. LIC. NO. 1323 11-06-23 DATE

This/these lot or lots is/are served by a private road, not to be maintained by Effingham County nor accepted as a public road unless such road, at the property owner's expense, is brought in compliance with county standards as specified by Effingham County, including, but not limited to, paving. This/these lot or lots may not be re-subdivided until said road, at the subdivider's expense is brought into compliance with county road standards to be accepted as a public road by the Effingham County Board of Commissioners. If the road remains private, all maintenance of the right-of-way or easement, including drainage and road surface, shall be the responsibility of the abutting property owners. The road surface shall be no less than 18 feet wide. Further, I/we understand that it shall be my/our responsibility to properly grant the easement shown on this plat by deed or separate easement agreement to any transferee of the property. The easement may serve no more than three (3) lots. The original remaining parcel shall be included as one of the three lots. If location of easement on plat changes, I/we understand that this subdivision and any easements are subject to all state and local ordinances and rules and regulations adopted by Effingham County.

Owner(s) _____
this _____ day of _____, 2023

- REFERENCES:
- PLAT BOOK A, PAGE 1
 - PLAT BOOK C122, PAGE E-1
 - PLAT BOOK D119, PAGE C-1
 - PLAT BOOK 26, PAGE 10
 - PLAT BOOK 29, PAGE 67
 - PLAT BOOK 29, PAGE 417
 - PLAT BOOK 29, PAGE 656



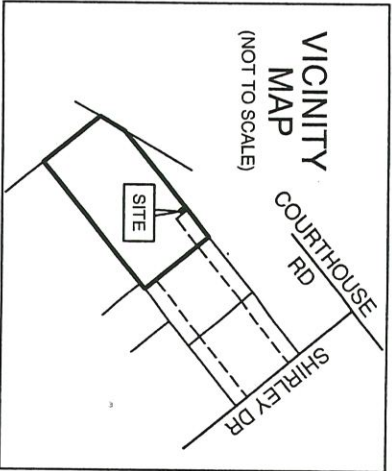
LEGEND:
IRF 5/8" REBAR FOUND
IRS 1/2" REBAR SET

SCALE: 1" = 200'

0 200 400

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP 13103C0265E, EFFINGHAM COUNTY, GEORGIA, REFERRING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED MARCH 16, 2015, THIS PROPERTY IS LOCATED IN ZONE X, OUTSIDE THE 500 YEAR FLOOD PLAIN.

REFERENCE NORTH
(PLAT BOOK 29, PAGE 656)



EQUIPMENT USED:
TOPCON 303 TOTAL STATION
ERROR OF CLOSURE: 1:25,000 (PLAT NOT ADJUSTED)

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR DATE

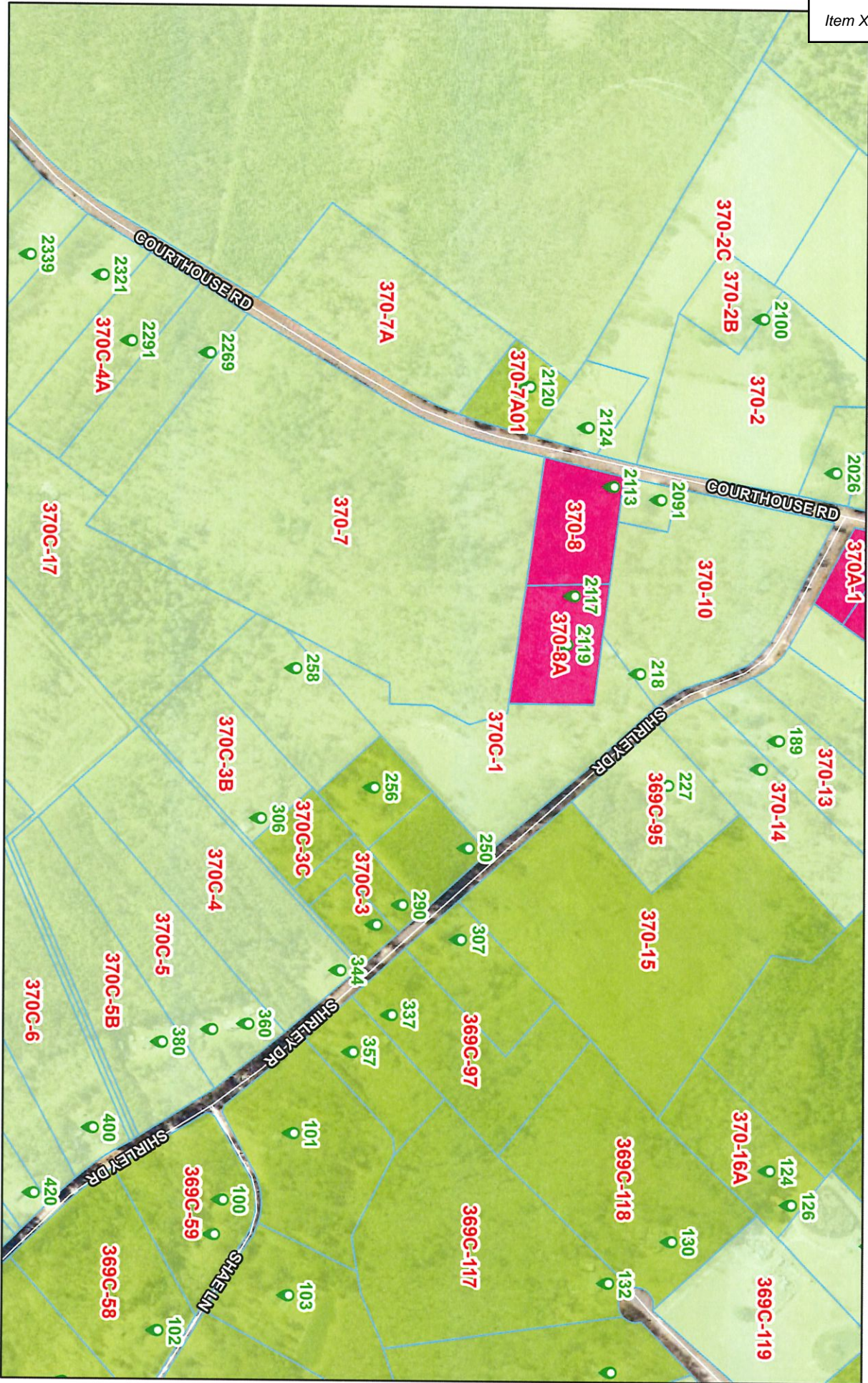
NOTE: SEE PLAT BOOK 29, PAGE 67 FOR OSMS REGULATIONS APPROVAL SIGNATURES

NOTE:
SUBJECT PROPERTY IS A FAMILY CEMETERY CREATED FROM MAP & PARCEL 0370C002B00 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

A FAMILY CEMETERY SURVEY FOR
LEON L. HOOD, JR.

SURVEY TO DIVIDE 0.009 ACRE
FROM MAP & PARCEL 0370C002B00
TO CREATE A 20'x20' FAMILY CEMETERY
LOCATED IN THE 10TH G.M.D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 3 NOVEMBER 2023
PLAT DRAWN 3 NOVEMBER 2023

258 SHIRLEY DRIVE 370C-2B



11/6/2023

- Addresses
- Tax Parcel Labels
- Roads
- Effingham County Zoning
- AR-1
- AR-2
- Efn_fin_cache
- Red: Band_1
- Green: Band_2
- Blue: Band_3



258 SHIRLEY DRIVE 370C-2B



Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Chelsie Fernald, Senior Planner
Department: Development Services
Meeting Date: December 5, 2023

Item Description: Leon Hood requests a **conditional use** for a **family cemetery**, located at 258 Shirley Road. [Map# 370C Parcel# 2B]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** for a **family cemetery**.

Executive Summary/Background

- The request for a Conditional Use is a requirement of Appendix C – Zoning Ordinance, Article V – Uses Permitted in Districts, **Section 5.1.2.2 - Cemeteries**.
- The applicant requests a conditional use to have a family cemetery on the parcel. The parcel is zoned AR-1.
- Per the Effingham County Ordinance, **Article III – General Provisions, Section 3.6 – Cemeteries, Mausoleums, and Crematories:**
No premises shall be used or occupied for the purposes of a cemetery or mausoleum in any district except multi-family residential, single-family residential, and agricultural residential districts and then only upon approval after a public hearing. No land for which a plat has not been recorded shall be used for any burials. The dead shall not be buried or placed closer than ten feet to any highway right-of-way, nor closer than ten feet to any other property line. No premises shall be used or occupied for the purposes of a crematorium in any district except as a conditional use in a B-2 zoning district.
- The cemetery is 400 sq. ft. and located 10' from the property line
- The applicant has submitted a plat for signature and recording.

Alternatives

1. **Approve** the request of a **conditional use** for a **family cemetery**.
2. **Deny** the request of a **conditional use** for a **family cemetery**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

370C-2B

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

370C-2B

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, LEON HOOD has filed an application for a conditional use to allow for a family cemetery; map and parcel number 370C-2B, located in the 4th commissioner district, and

WHEREAS, a public hearing was held on December 5, 2023 and notice of said hearing having been published in the Effingham County Herald on November 15, 2023; and

WHEREAS, no premises shall be used or occupied for the purposes of a cemetery or mausoleum in any district except multi-family residential, single-family residential, and agricultural residential districts and then only upon approval after a public hearing; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a family cemetery; map and parcel number 370C-2B, located in the 4th commissioner district, is approved.

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

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK