



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

County
Effingham
Georgia
Board of Commissioners

July 18, 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**- Consideration to approve the June 20, 2023 work session and regular meeting 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. 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. [2023-342 Agreement]

Consideration to approve to renew the License Agreement with Verizon Wireless for site 133762 (Springfield)

2. [2023-343 Agreement]

Consideration to approve an Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for GED Testing for Offenders

3. [2023-344 Agreement]

Consideration to approve to ratify and affirm a Facility Lease Agreement with the City of Rincon for the Ebenezer Fire Station

4. [2023-345 Grant Application]

Consideration to approve to ratify and affirm the submission of a Grant Pre-Application to the Georgia Emergency Management Agency's (GEMA) Hazard Mitigation Grant Program

5. [2023-346 Grant Application]

Consideration to approve to submit a Grant Application to Firehouse Subs Public Safety Foundation

6. [2023-347 Grant Award]

Consideration to approve acceptance of a Grant Award from the Georgia Emergency Management Agency (GEMA) for the Emergency Management Performance Grants (EMPG) Program

7. [2023-348 Agreement]

Consideration to approve to ratify and affirm a Contingency Amendment from the Governor's office of Planning and Budget (OPB) Water/Sewer Infrastructure Grant Program

8. [2023-349 Donation Form]

Consideration to approve to accept an anonymous donation to the Effingham County Senior Center

9. [2023-350 Grant Application]

Consideration to approve to submit a Grant Application to ACCG-Group Self-Insurance Workers' Compensation Fund-Employee Safety Grant

10. [2023-351 Agreement]

Consideration to approve Amendment #2 to the Food Services Agreement between Effingham County and Summit Food Service for provision of meals to the Prison and Senior Center

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

1. [2023-214 Change Order] *Alison Bruton*

Consideration to approve Change Order #3 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management (*postponed May 2, and May 16, 2023, and removed June 6, 2023*)

2. [2023-215 Change Order] *Alison Bruton*

Consideration to approve Change Order #2 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering (*postponed May 2, and May 16, 2023, and removed June 6, 2023*)

3. [2023-216 Change Order]

Consideration to approve Change Order #2 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering (*postponed from May 2, 2023 and May 16, 2023, removed June 6, 2023*)

4. [2023-324 Ordinance/Second Reading]

Consideration to approve the Second Reading to amend **Part II, Article VIII - Chapter 30 - Timber Ordinance** of the Effingham County Code of Ordinances, (*in response to Title 36 of the Official Code of Georgia*) (*1st reading approved 06/20/2023*)

5. [2023-325 Ordinance/Second Reading]

Consideration to approve the Second Reading to amend **Part II, Appendix C - Article II - Definitions, Article IX - Amendments to Map or Text, Article XI- Zoning Appeals** of the Effingham County Code of Ordinances (*in response to the changes of Title 36 of the Official Code of Georgia, Zoning Procedures Law*) (*1st reading approved 06/20/2023*)

XI. New Business

1. [2023-352 Plan] *Tim Callanan*

Consideration to approve the Effingham County Parks and Recreation Master Plan

2. [2023-353 Change Order] *Alison Bruton*

Consideration to approve Change Order #1 for the 2023 LMIG Support and CM Services Agreement with Roberts Civil Engineering

3. [2023-354 Agreement] *Clint Hodges*

Consideration to approve an Automatic and Mutual Aid Agreement between Effingham County Fire Rescue and Rincon Fire Department

4. [2023-355 Purchase] *Clint Hodges*

Consideration to approve to authorize the Purchase of the Ebenezer Fire Station Building from the City of Rincon

5. [2023-356 Plan] *Clint Hodges*

Consideration to approve the Local Emergency Operations Plan Update

6. [2023-357 Resolution] *Mark Barnes*

Consideration to approve Resolution# 2023-013 to amend the Fiscal Year 2023-2024 budget

7. [2023-358 Agreement] *Mark Barnes*

Consideration to approve a Personnel Agreement with the UGA Extension Office for fiscal year 2024

8. [2023-359 Change Order] *Alison Bruton*

Consideration to approve Change Order# 1 for Task Order 23-REQ-007 with Hussey Gay Bell for the Clarence E. Morgan Complex

9. [2023-360 Agreement] *Alison Bruton*

Consideration to approve an Intergovernmental Agreement with the cities to conduct municipal elections

- [10.](#) **[2023-361 Agreement]** *Alison Bruton*
Consideration to approve a Memorandum of Understanding between Effingham County EMS and Rescue Training, Inc. to allow for student ride-a-longs
- [11.](#) **[2023-362 Agreement]** *Alison Bruton*
Consideration to approve Amendment #3 for the extension of the Master Services Agreement for Professional Services for EOM Operations
- [12.](#) **[2023-363 Agreement]** *Alison Bruton*
Consideration to approve Amendment# 6 to the EOM Operations Agreement to perform public works related tasks
- [13.](#) **[2023-364 Agreement]** *Alison Bruton*
Consideration to Approve Task Order# 8 with EOM Operations under the Master Services Agreement
- [14.](#) **[2023-365 Agreement]** *Alison Bruton*
Consideration to approve the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the State Court of Effingham County
- [15.](#) **[2023-366 Agreement]** *Alison Bruton*
Consideration to approve the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the Superior Court of Effingham County
- [16.](#) **[2023-367 Agreement]** *Alison Bruton*
Consideration to approve to terminate the Probation Services Agreement between Effingham County and Superior Court
- [17.](#) **[2023-368 Agreement]** *Alison Bruton*
Consideration to approve to terminate the Probation Services Agreement between Effingham County and State Court
- [18.](#) **[2023-369 Grant]** *Alison Bruton*
Consideration to approve the 2024 Local Maintenance Improvement Grant (LMIG) Project List and submittal of the Application to the Georgia Department of Transportation (GDOT)
- [19.](#) **[2023-370 Contract]** *Alison Bruton*
Consideration to approve a Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC
- [20.](#) **[2023-371 Ordinance]** *Chelsie Fernald*
Consideration to approve the First Reading to amend Part II - **Appendix C, Article II - Definitions, Article III - General Provisions** of the Effingham County Code of Ordinances *(in response to Title 36 of the Official Code of Georgia)*
- [21.](#) **[2023-372 Annexation]** *Stephanie Johnson*
Consideration to approve a request for annexation as submitted by the City of Springfield for a property located on Industrial Boulevard Map# 429A Parcel# 3A

22. **[2023-373 Resolution]** *Tim Callanan*

Consideration to approve Resolution# 023-014 to create a Special Service District for Effingham Gateway

23. **[2023-374 Resolution]** *Tim Callanan*

Consideration to approve Resolution# 023-015 to create a Special Service District for the Research Forest

24. **[2023-375 Resolution]** *Tim Callanan*

Consideration to approve Resolution# 023-016 to create a Special Service District for Interstate 16

XII. Reports from Commissioners & Administrative Staff

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

XIV. Executive Session Minutes - Consideration to approve the June 20, 2023 executive session minutes

XV. Planning Board - 6:00 pm

1. **[2023-376 Sketch Plan]** *Chelsie Fernald*

The Planning Board recommends approving an application by **3 Byrds Development, LLC** for a Sketch Plan located on Noel C. Conaway Road for "North Tract Development" zoned R-3 **Map# 352 Parcels# 18**, in the **First District**

2. **[2023-377 Sketch Plan]** *Chelsie Fernald*

The Planning Board recommends approving an application by **Rogan DeMarco** for a Sketch Plan located on Noel C. Conaway Road for "Windfield Parcel C&E Townhomes," zoned PD **Map# 352F Parcels# 1H & 1J**, in the **First District**

3. **[2023-378 Sketch Plan]** *Chelsie Fernald*

The Planning Board recommends approving an application by **Greenland Developers** for a Sketch Plan located on Noel C. Conaway Road for "Brunson Station," zoned PD-R **Map# 418 Parcels# 2E**, in the **Second District**

4. **[2023-379 Sketch Plan]** *Chelsie Fernald*

The Planning Board recommends approving an application by **Teramore Development** as agent for **Ashley Fleetwood and George & Angela Usher** for approval of a Sketch Plan located on Shawnee Road & Highway 21 for "Dollar General #25069," zoned B-2 **Map# 264A Parcels# 20 & 21**, in the **Third District**

5. **[2023-380 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Jacob Tadlock & Halie Tadlock** as Agents for **Buddy Rose** to **rezone** 5 acres located at 533 Old Louisville Road to allow for the creation of a home site from **AR-1** to **AR-2** in the **Third District**

6. **[2023-381 Second Reading]**

Consideration to approve a Second Reading of an application by **Jacob Tadlock & Halie Tadlock** as Agents for **Buddy Rose** to **rezone** 5 acres located at 533 Old Louisville Road to allow for the creation of a home site from **AR-1** to **AR-2** in the **Third District**

7. [2023-382 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **Katherine R. Waddell** requests to **rezone** 4.54 acres located at 2335 Springfield Egypt Road to allow for division of the parcel from **AR-1** to **AR-2 Map# 316 Parcel# 2** in the **Third District**

8. [2023-383 Second Reading]

Consideration to approve a Second Reading of an application by **Katherine R. Waddell** requests to **rezone** 4.54 acres located at 2335 Springfield Egypt Road to allow for division of the parcel from **AR-1** to **AR-2 Map# 316 Parcel# 2** in the Third District

9. [2023-384 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **Ashley N. Hynes** as Agent for **Richard Lancaster** requests to **rezone** 5.89 acres located at 1101 Springfield Egypt Road to allow for the creation of a home site from **AR-1** to **AR-2 Map# 342 Parcel# 29D** in the **Third District**

10. [2023-385 Second Reading]

Consideration to approve a Second Reading of an application by **Ashley N. Hynes** as Agent for **Richard Lancaster** requests to **rezone** 5.89 acres located at 1101 Springfield Egypt Road to allow for the creation of a home site from **AR-1** to **AR-2 Map# 342 Parcel# 29D** in the **Third District**

11. [2023-386 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **Holly Winkler** requests for a **rural business** located at 590 Old Tusculum Road **Map# 366 Parcel# 10** in the Third District

12. [2023-387 Second Reading]

Consideration to approve a Second Reading of an application by **Holly Winkler** for a **Rural Business Use** located at 590 Old Tusculum Road **Map# 366 Parcel# 10** in the **Third District**

13. [2023-388 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **T&T Exley Properties** to **rezone** 274 of 1,047 acres located off of Highway 21 from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development **Map# 466D Parcels# 1,6,9,11** in the **Second District**

14. [2023-389 Second Reading]

Consideration to approve a Second Reading of an application by **T&T Exley Properties** to **rezone** 274 of 1,047 acres located of of Highway 21 from to allow for the amendment of a Planned Development **PD-MU** to **PD-MU Map# 466D Parcels# 1,6,9,11** in the **Second District**

15. [2023-390 Public Hearing] *Katie Dunnigan*

The Planning Board recommends approving an application by **Simcoe Investments Group, LLC** to **rezone** 29.60 of 39.94 acres located at 1094 Goshen Road to allow for a residential development from **R-1** to **PD-R Map# 451 Parcel# 21** in the **Second District**

[16.](#) **[2023-391 Second Reading]**

Consideration to approve a Second Reading of an application by **Simcoe Investments Group, LLC** to **rezone** 29.60 of 39.94 acres located at 1094 Goshen Road from **R-1** to **PD-R**, to allow for a residential development **Map# 451 Parcel# 21** in the **Second District**

[17.](#) **[2023-392 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **T&D Enterprises** as Agent for **Clayton Morgan** to **rezone** 18 of 131.90 acres located at Lowground Road & Midland Road, to allow for a surface mine from **AR-1** to **PD-MR** **Map# 350 Parcel# 18** in the **First** and **Fourth Districts**

[18.](#) **[2023-393 Second Reading]**

Consideration to approve a Second Reading of an application by **T&D Enterprises** as Agent for **Clayton Morgan** to **rezone** 18 of 131.90 acres located at Lowground Road & Midland Road , to allow for a surface mine from **AR-1** to **PD-MR** **Map# 350 Parcel# 18** in the **First** and **Fourth Districts**

[19.](#) **[2023-394 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Braly Investment Properties** as Agent for **HT Savannah Properties, LLC** to **rezone** 6.08 acres located at 817 East US Highway 80 to allow for business development from **R-1** to **B-3** **Map# 302 Parcel# 102** in the **First District**

[20.](#) **[2023-395 Second Reading]**

Consideration to approve a Second Reading of an application by **Braly Investment Properties** as Agent for **HT Savannah Properties, LLC** to **rezone** 6.08 acres located at 817 East US Highway 80 to allow for business development from **R-1** to **B-3** **Map# 302 Parcel# 102** in the **First District**

[21.](#) **[2023-396 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **Dena C. Rodewolt** as Agent for **Land J. Sanders, Inc.** to **rezone** 4.33 acres located at 2726 Highway 119 North to allow for business development from **R-1** to **B-2** **Map# 294 Parcel# 41** in the **Third District**

[22.](#) **[2023-397 Second Reading]**

Consideration to approve a Second Reading of an application by **Dena C. Rodewolt** as Agent for **Land J. Sanders, Inc.** to **rezone** 4.33 acres located at 2726 Highway 119 North to allow for business development from **R-1** to **B-2** **Map# 294 Parcel# 41** in the **Third District**

[23.](#) **[2023-398 Public Hearing]** *Katie Dunnigan*

The Planning Board recommends approving an application by **McBride Properties** to **rezone** 5 acres located on Mill Pond Road from **R-1** to **B-3** for business development **Map# 446 Parcel# 7E** in the **Fifth District**

[24.](#) [2023-399 Second Reading]

Consideration to approve the Second Reading of an application by **McBride Properties** to **rezone** 5 acres located on Mill Pond Road from **R-1** to **B-3** for **business development Map# 446 Parcel# 7E** in the **Fifth District**

XVI. Adjournment

Staff Report

Subject: Consideration to renew the license agreement with Verizon Wireless for site 133762 (Springfield)

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: July 18, 2023

Item Description: Renew the license agreement with Verizon Wireless for site 133762 (Springfield)

Summary Recommendation: Staff recommends approval to renew the License Agreement with Verizon Wireless for the South Tower – Springfield site 133762

Executive Summary/Background:

- The County currently has a license agreement in place with Verizon Wireless which allows co-location of radio antennas at their site 133762 - Springfield. The terms of the agreement are August 2006 to August 2011, with three additional five year renewals unless otherwise cancelled (2011-2016, 2016-2021, 2021-2026).
- The county owns, operates and maintains its own equipment. There are no payments to Verizon.
- The radio frequencies used are already identified and coordinated with Verizon.
- The agreement can be terminated with 90 days written notice with or without cause.
- The Fire Chief / EMA Director has indicated he would like the agreement to continue.

Alternatives for Commission to Consider:

1. Board approval to allow the license agreement with Verizon Wireless for site ID 133762 (Springfield) to continue
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, EEMA

Funding Source: None

Attachments: License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the 28th day of August, 2006, between VERIZON WIRELESS OF THE EAST LP, a Delaware limited partnership, d/b/a Verizon Wireless, with its principal office at One Verizon Way, Basking Ridge, New Jersey 07920-0125, Attn: Network Real Estate, hereinafter called "Licensor," and EFFINGHAM COUNTY PUBLIC SAFETY DEPARTMENT, an agency of the County of Effingham, State of Georgia, with its principal office at 601 N. Laurel Street, Springfield, Georgia 31329-6816, hereinafter called "Licensee."

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Licensor does hereby grant unto Licensee a license of that certain parcel of property described as a eleven-foot eight-inch (11' 8") by sixteen-foot six-inch (16' 6") parcel containing approximately 193 square feet, and a parcel described as a five foot (5') by eleven foot (11') parcel containing approximately 55 square feet (hereinafter collectively called "Property"), as shown on the site plan attached hereto as part of Exhibit "A" and made a part hereof, being a portion of Licensor's property, Tower Identifier Springfield, located at 3576 State Highway 21, City of Springfield, County of Effingham, State of Georgia 31329-3812, containing approximately 9.05 (+/-) acres as shown on Tax Map 102-126A of Effingham County, Georgia, and being further described in Exhibit "A" hereto, for the installation of equipment cabinet(s) in an eleven-foot eight-inch (11' 8") by sixteen-foot six-inch (16' 6") building, together with a license to place three (3) antennas and one (1) tower-mounted amplifier (TMA) on Licensor's communication facility as described in Exhibit "B" attached hereto and made a part hereof, and together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes, over, under, or along a right of way extending from the nearest public right-of-way (State Highway 21, adjacent to the Licensor's property) to the licensed premises (the said ground space, equipment cabinet, and tower space for antennas and amplifier being hereinafter described as the "Premises"). The Premises and right-of-way for access are as described herein in Exhibit "A" attached hereto and made a part hereof. Licensee's Equipment is as described in Exhibit "B" attached hereto and made a part hereof.

This License Agreement shall be subject to the following terms and conditions.

1. This License Agreement shall be for a term of five (5) years commencing on the first (1st) day of the month in which the Agreement is executed by both parties.

Licensee shall pay Licensor an annual fee of Zero dollars (\$0.00) to be paid in equal monthly installments on the first (1st) day of each month commencing with the first month of the term of this License Agreement in advance to Verizon Wireless, P.O. Box 64498, Baltimore, Maryland 21264-4498 or to such person, firm or place as the LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any payment date. Licensee must include with each payment the alpha numeric site designation as specified on Page 1 of the Agreement and the specific site location. Notwithstanding the foregoing, the Licensor and Licensee have agreed that no annual fees will be paid by Licensee.

2. Licensee may have the option to extend this license for three (3) additional five (5) year terms by giving Licensor written notice of its intention to do so at least six (6) months prior to the end of the then current term.

3. The annual fee for each of such five (5) year extension terms shall be Zero dollars (\$0.00).

4. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

5. Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any

injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

6. No indemnity of Licensor under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

7. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

8. Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licensor or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason of or in connection with property ownership or lease by Licensor, with regard to the premises, shall be paid in full by the Licensor. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

9. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be responsible and liable for any such damages.

11. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licensor.

12. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is

removed by Licensee, at its sole expense.

13. Licensee agrees to relocate Licensee's equipment in the event that the Licensor deems it necessary to use the space for Licensor, subsidiary, partner or affiliated entity's own purpose. The site of such relocation shall be by mutual agreement in writing between the Licensor and Licensee. In the event the Licensor and Licensee cannot agree upon the site for the relocation, the Licensor shall have the right to terminate this Agreement.

14. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor. If Licensee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of this License Agreement, Licensor may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensor for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

15. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

16. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.

17. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the sole negligence of the Licensor, its servants, agents or employees.

18. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in accordance with the standards and requirements of the Licensor, and shall be done under the

Licensors supervision and shall be subject to Licensor's final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "C" attached hereto and made a part hereof.

19. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion.

20. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

21. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

22. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry liability insurance approved by Licensor which shall protect Licensor and Licensee jointly and severally from any suit, claim, or action which may arise from accident or injury to any person (including death) or including any extension hereof. Such insurance shall also protect Licensor from any suit, claim or action which may arise from Licensee's liability for damages to Licensor. Licensor and Licensee shall each be listed as named insured on such liability insurance policy. An approved certificate of such insurance shall be furnished to Licensor. Licensee shall be

deemed to have complied with Licensor's requirement as to monetary limits if they carry the following insurance:

Bodily Injury	\$2,000,000
	\$2,000,000
Property Damage	\$1,000,000
	\$1,000,000

23. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licensor, at its sole discretion.

24. Licensee will provide to Licensor on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

25. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensor may immediately terminate the Agreement. Further, Licensor may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default and ten (10) days in the event of monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensor) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensor shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefor. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Either party may terminate this License Agreement upon ninety (90) days written notice with or without cause to the other party.

27. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

28. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

31. Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

32. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 34 below.

33. **The Licensor and Licensee acknowledge that the Licensor's rights in the property derive from a certain General Warranty Deed dated July 31, 2002, between Price Communications Wireless, Inc., as grantor, and the Licensor herein, as grantee, recorded in Deed Book 893 at Page 253, Effingham County, Georgia records.**

34. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensor.

35. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

- (a) Verizon Wireless of the East LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921-2123
Attention: Network Real Estate

or to such other address as Licensor may furnish to Licensee in writing.

(b) If to Licensee,
Effingham County Safety Department
601 N. Laurel Street
Springfield, GA 31329-6816

or to such other address as Licensee may to furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

36. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

37. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

38. Licensee acknowledges and agrees that the tower which is part of Licensor's communication facility requires strengthening in order to accommodate Licensee's equipment installation and operation. Licensor reserves the right, in Licensor's sole discretion, to require Licensee to carry out such strengthening of the tower as required for Licensee's equipment on the tower, including but not limited to all tower-strengthening steps and satisfaction of all tower-strengthening requirements as provided in, and in accordance with, the applicable structural engineering report by Walker Engineering dated May 12, 2006, which Licensor shall furnish to Licensee if Licensee is to do such strengthening work, and including professional engineering design of such strengthening (the "Structural Analysis"), or at Licensor's sole discretion, Licensor may perform any part or all of such tower-strengthening itself and require Licensee to do only the portion of such work that Licensor does not do.

In the event Licensor requires or allows Licensee to carry out any such tower strengthening, Licensee shall bear the expense of such strengthening done by Licensee at Licensee's sole expense, and no rent credit or other credit will be provided by Licensor in connection therewith.

The installations for such strengthening, whether done by Licensor or Licensee, shall not be part of the Licensee's equipment or property and upon installation shall become part of the tower and other property belonging to Licensor, provided that Licensee shall ensure that the strengthening installations done by Licensee are done in conformity with the easements and rights granted to Licensee in the License Agreement (including but not limited to location of all guy wires and bases within the property owned by Licensor) and are within the structural parameters contained in, and are installed in accordance with, the Structural Analysis; and provided that Licensee shall remain fully responsible and liable for the proper design and construction of such strengthening installations done by

Licensee. Licensee shall cause all such strengthening work and installations done by Licensee to be inspected and approved by an independent and disinterested third-party professional who is acceptable (including evidence of acceptable competency and all required licenses) to Licensor and Licensee. Licensor shall have the right to approve the report of such third-party professional. All such strengthening installations shall remain with the tower as part of Licensor's property when the License Agreement ends.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURES ARE ON THE NEXT PAGE.]

WITNESS the following signatures:

WITNESS:

Bonnie Danekamp
WITNESS

[Signature]
WITNESS

LICENSOR:

VERIZON WIRELESS OF THE EAST LP d/b/a Verizon Wireless

By: VERIZON WIRELESS OF GEORGIA LLC, its General Partner

By: CELLCO PARTNERSHIP, its Sole Member

By: [Signature]
Hans F. Leutenegger
Area Vice President-Network-South Area

WITNESS:

Patrice Lewis
WITNESS

Arnon Taylor
WITNESS

LICENSEE:

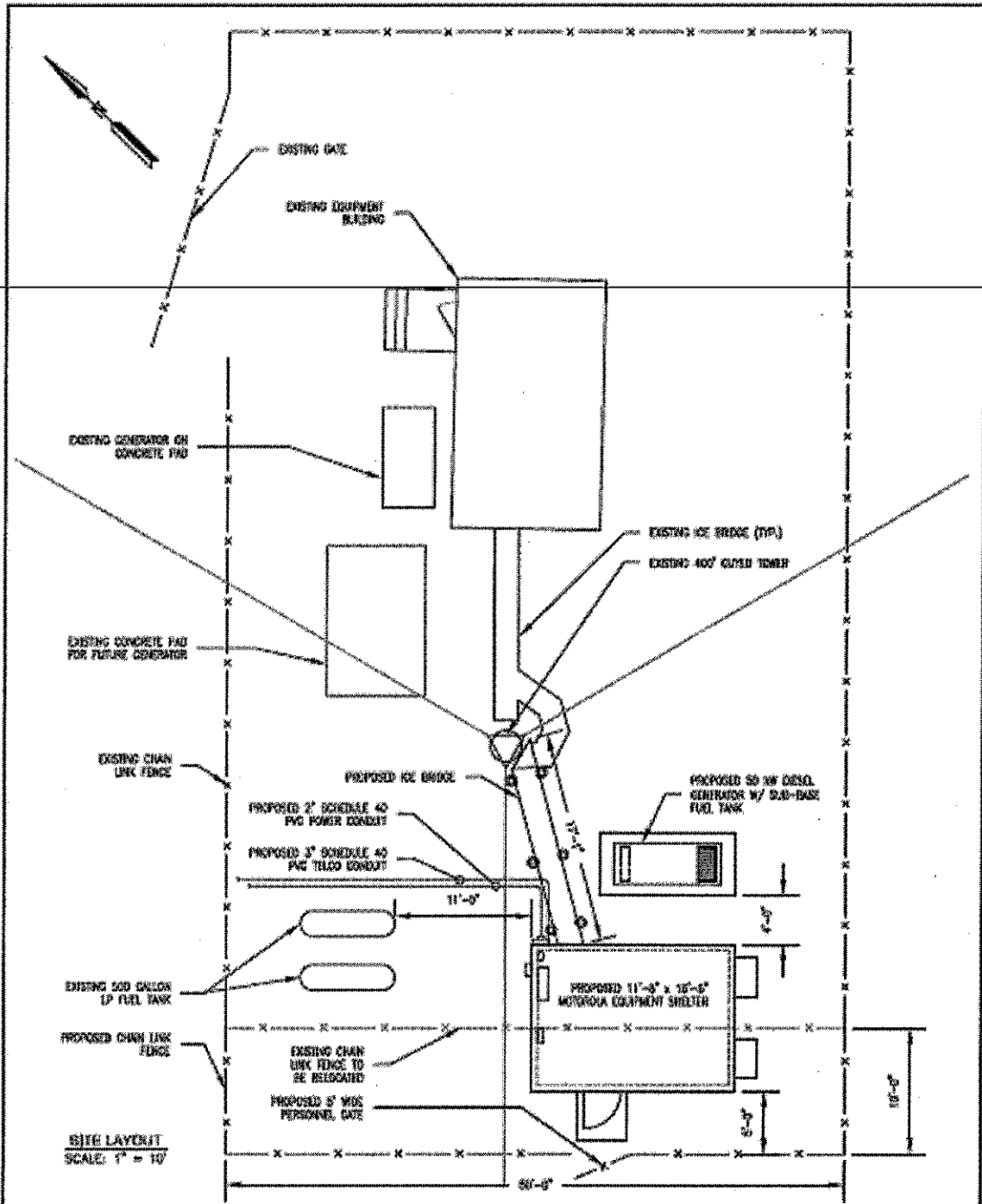
EFFINGHAM COUNTY PUBLIC SAFETY DEPARTMENT

By: Verna H. Phillips

Print Name: Verna H. Phillips

Title: Chairperson

EXHIBIT "A" (Page 1 of 2)
Site Plan



JOB No. 0314-20-01XX				 <small>ENGINEERING & CONSULTING AND SURVEYING INC. 100 SHELTON, GA 30177 TEL: 770/441-0000 FAX: 770/441-0000</small>		 <small>MOTOROLA COMMUNICATIONS SYSTEMS CORPORATION 10000 W. BRIDGEWAY FARMINGHAM, GA 30204</small>		LEVI SITE LAYOUT	
DATE:	04/19/06							SIMULCAST EXPANSION	
REV:	0								
DESIGN:	SAZC								
APP:	FDG	D. J. B.	ISSUED FOR REVIEW	04/20/06					
		REV. BY:	REVISION:	DATE:					

EXHIBIT "A"
(Page 2 of 2)

Legal Description

All that certain tract of land lying in Effingham County, Georgia, as shown on a plat of a 9.05 acre portion of the "J. W. Arnsdorff Tract" 10th & 11th G. M. District, Effingham County, Georgia, prepared by Hussey, Gay, Bell & DeYoung, Consulting Engineers and certified by James M. Sims, Ga. Reg. No. 2280, recorded in Map Book 22, page 148, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, being described as follows:

Starting at the point of commencing which is the intersection of the center line of County Road 63 and the east right of way of Georgia Highway No. 21; thence running north 35 degrees 47 minutes 30 seconds west 87 feet along the northeasterly right of way line to a right of way monument; thence south 54 degrees 12 minutes 30 seconds west a distance of 40 feet to a right of way monument; thence north 35 degrees 47 minutes 30 seconds west a distance of 600 feet to a point; thence south 54 degrees 12 minutes 30 seconds west a distance of 10 feet to a point; thence north 35 degrees 47 minutes 30 seconds west a distance of 264.19 feet to the POINT OF BEGINNING which is on the northeasterly right of way line of Georgia Highway No. 21; thence north 35 degrees 47 minutes 30 seconds west a distance of 75.16 feet along the northeasterly right of way line of Georgia Highway No. 21 to a point; thence north 50 degrees 30 minutes 55 seconds east a distance of 57.20 feet to a point; thence north 50 degrees 30 minutes 55 seconds east a distance of 780.98 feet to a point; thence south 35 degrees 47 minutes 45 seconds east a distance of 647 feet to a point; thence south 54 degrees 12 minutes 15 seconds west a distance of 600 feet to a point; thence north 35 degrees 47 minutes 45 seconds west a distance of 533.15 feet to a point; thence south 50 degrees 30 minutes 55 seconds west a distance of 236.94 feet to the POINT OF BEGINNING. Reference is made to the aforesaid plat for a more complete description. For back titles see the deed from Lew Ellyne Arnsdorff to John Lavonne Arnsdorff and Onnie H. Arnsdorff dated December 30, 1986 recorded in Deed Book 240, page 487 in the Office of the Clerk of the Superior Court of Effingham County, Georgia dated December 30, 1986 and a deed between the same parties dated February 27, 1987 recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 242, page 224. For further back title see Assent to Devise of which the property was conveyed from the Estate of J. Wilton Arnsdorff to Lew Ellyne Arnsdorff recorded in Deed Book 240, page 485 in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

EXHIBIT "B"

Licensee is authorized to install and maintain the following equipment:

ANTENNA TO BE INSTALLED ON TOWER:

Manufacturer and Type:	One (1) Decibel DB809KE-XT (Transmit) One (1) Decibel DB809KE-XT (Receive) together with a head-end amplifier at the base of the receiving antenna One (1) Decibel DB-224
Number of Antennas:	Three (3)
Weight and Height of Antenna(s):	DB809KE-XT: 27 lbs each; 146.5 inches high each DB-224: 48 lbs; 255 inches high
Transmission Line Mfr. and Type No.:	DB809KE-XT (Transmit): Andrew P/N LDF6-50 DB809KE-XT (Receive): Andrew P/N LDF5-60 DB-224: Andrew P/N LDF5-50A
Diameter and Length of Transmission Line:	DB809KE-XT (Transmit): 1-1/4", approx. 380 ft. DB809KE-XT (Receive): 7/8", approx. 346 ft. DB-224: 7/8", approx. 220 ft.
Height of Antenna on Tower:	360 feet (DB 809KE-XT -- Transmit) 326 feet (DB 809KE-XT -- Receive) 200 feet (DB-224) All centerline AGL heights
Tower leg:	As required by structural analysis described in the License Agreement
Direction of Radiation:	360 degrees
Rated Power:	DB809KE-XT: 225 Watts DB-224: 296 Watts
Transmit Frequency:	DB809KE-XT (Transmit): 856.2375 MHZ 857.2375 MHZ 858.2375 MHZ 859.2375 MHZ 860.2375 MHZ 860.4625 MHZ 860.9375 MHZ DB-224: 153.950 MHZ 155.355 MHZ

Receive Frequency:

DB809KE-XT (Receive):

- 811.2375 MHZ
- 812.2375 MHZ
- 812.2375 MHZ
- 814.2375 MHZ
- 815.2375 MHZ
- 815.4625 MHZ
- 815.9375 MHZ

DB-224:

- 153.950 MHZ
- 153.790 MHZ

TRANSMITTER EQUIPMENT IN BUILDING:

Manufacturer:

Motorola

Model Number:

Quantar

Power Output (WATTS):

100 watts (DB809KE-XT)
110 watts (DB-224)

EXHIBIT "C"

Revision: 4/6/95

SITE STANDARDS

I. GENERAL

A. PURPOSE

The purpose of these Site Standards is to create a quality site installation. These standards are to be in effect for each Licensee having equipment in, on, or at the site where the right to occupy is granted by the License to which this document is an Attachment.

B. STATE AND NATIONAL STANDARDS

1. All installations must conform with all state and national regulations and the following state and national codes or any supplements, amendments or provisions which supersede them:

a. American National Standards Institute:

ANSI/EAI-222E Structural Standards for Steel Antenna Towers and Antenna Supporting Structures

b. Federal Aviation Administration Regulations:

Vol. XI, Part 77 Objects Affecting Navigable Airspace

Advisory Circular Obstruction Marking and Lighting
AC 70/7460

Advisory Circular High Intensity Obstruction Lighting
Systems
AC 150/5345-43,

FAA/DOD Specifications L-856

c. Federal Communications Commission Rules and Regulations:

Code of Federal Construction, Marking and Lighting of Antenna
Regulations Title 47 Structures

Chapter I, Part 17

d. National Electrical Code

e. Building Officials and Code Administrators International, Inc.

Basic National Building Code
Basic National Mechanical Code
State Building Code

f. National Fire Protection Association

Code 101 - Life Safety
Code 90A - Air Conditioning and Ventilating Systems
Code 110 - Emergency and Standby Power Systems

- g. State Fire Safety Code
- h. Occupational Safety and Health Administration

Safety and Health Standards (29 CFR 1910) General Industry
Subpart R Special Industries
1910.268 Telecommunications
1926.510 Subpart M Fall Prevention

- i. ~~Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX[®] Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.~~

C. GENERAL/APPROVAL

1. All users shall furnish the following to Licensor prior to installation of any equipment:
 - a. Completed Application. (Licensee must make new Application to Licensor for change in Antenna position or type.)
 - b. Fully executed License Agreement.
 - c. Copies of FCC Licenses and construction/building permits.
 - d. Final site plan outlining property boundaries, improvements, easements and access.
 - e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

2. The following will not be permitted at the facility without the prior written consent of Licensor.
 - a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
 - b. Add-on power amplifiers.
 - c. "Hybrid" equipment with different manufacturers' RF strips.
 - d. Open rack mounted receivers and transmitters.
 - e. Equipment with crystal oscillator modules which have not been temperature compensated.
 - f. Digital/analog hybriding in exciters, unless type-accepted.
 - g. Non-continuous duty rated transmitters used in continuous duty applications.
 - h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
 - i. Change in operating frequency (ies).
 - j. Ferrite devices looking directly at an antenna.
 - k. Nickel plated connectors.
 - l. Cascaded receiver multicouplers/preamps.

3. All emergencies are to be reported immediately to 1-800-852-2671.

D. LIABILITY

It shall be the responsibility of the Licensee to comply with all of the site standards set forth herein. The Licensee specifically agrees to indemnify and hold harmless the Licensor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licensor reserves the right to inspect Licensee's area without prior notice at any time during the term of the License Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of the Licensor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

- 1. Licensor reserves the right to inspect Licensor's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licensor and Licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licensor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licensor of the Licensee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Licensee's compliance or non-compliance with the standards and the Licensee agrees to indemnify and hold harmless the Licensor against any claim by a third party resulting from such theories.

G. NOTICES

- 1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licensor's General Manager - Operations or his or her designee and any approval or consent by the Licensor shall only be effective if executed in writing by the Licensor's General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

- A. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensor's sole discretion to require any or all of the following:

- 1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licensor approval required.
- 2. 30-76 MHz
- Isolators required
- TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
- 3. 130-174 MHz
- Isolators - minimum of 30 dB with bandpass cavity
- 4. 406-512 MHz
- Isolators - minimum of 60 dB with bandpass cavity
- 5. 806-866 MHz
- Isolators - minimum of 60 dB with bandpass cavity
- 6. 866 MHz and above - as determined by Licensor.

- B. Additional protective devices may be required based upon Licensor's evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)
13. Spectrum analyzer measurements
14. Voltage Standing Wave Ratio (VSWR) measurements
15. Existing cavity selectivity

- C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
- C. Must meet manufacturer's VSWR specifications.
- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
- F. No welding or drilling on mounts will be permitted.
- G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

- A. All antenna lines to be approved by Licensor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.
- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensor.
- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3 conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliac, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
- E. Female contacts may not be spread.
- F. Connectors must be pliers tight as opposed to hand tight.
- G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. No RF preamps permitted in front end unless authorized by Licensor.
- B. All RF shielding must be in place.
- C. VHF frequencies and higher must use helical resonator front ends.
- D. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
- E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency (ies).
- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Licensee's FCC License.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.
- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Licensor using only Licensor approved contractors at least 48 hours in advance of site work. Licensee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Licensor has been notified of the date and time in writing, and

- only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Licensor, which shall not be unreasonably withheld.
 - D. Any testing periods are to be approved in advance by Licensor and within the parameters as defined by Licensor.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED's must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensor when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

- 1. At Licensor's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensor.

B. CLIMBING BOLTS AND LADDERS

- 1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

- 1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
- 2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
- 3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

- 1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.

2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflect or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Licensor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Operating Center by calling 1-800-852-2671 and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.

3291135_v5

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (the "First Amendment") is made this 24 day of July, 2014, between Verizon Wireless of the East, L.P., a Delaware limited partnership, d/b/a Verizon Wireless ("Licensor") and Effingham County Public Safety Department, an agency of the County of Effingham, State of Georgia ("Licensee") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain License Agreement dated August 28, 2006 (the "Agreement") wherein Licensor leased to Licensee certain land, owned or leased by Licensor, and certain space on a tower structure owned and operated by Licensor located at 3576 State Highway 21, Springfield, Effingham County, Georgia;

WHEREAS, Licensor and Licensee desire to amend the Agreement as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree to the following:

1. Licensor and Licensee hereby agree that as of the date this First Amendment is fully executed, Exhibit B of the Agreement shall be deleted and replaced with Exhibit B-1 of this First Amendment ("Exhibit B-1"), which is incorporated herein by this reference. Only the antennas and equipment listed in Exhibit B-1 will be authorized and permitted by Licensor.
2. The Parties agree that Licensee's equipment modification, as specified in this First Amendment, will not change Licensee's current zero dollar rent amount.
3. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.
4. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern and control.
5. Except as otherwise provided for in this First Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.

Licensor Site Reference: Springfield-A/Hwy 21
Licensor Location #: 133762

Licensee Site Reference: North Verizon
Licensee Location #: 2


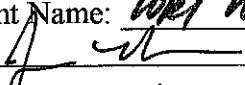
Item IX. 1.

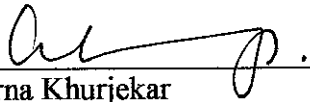
IN WITNESS WHEREOF, this First Amendment is effective and entered into as of the date last written below:

LICENSOR:

**Verizon Wireless of the East LP
d/b/a Verizon Wireless
By Cellco Partnership, It General Partner**

LICENSOR WITNESSES:

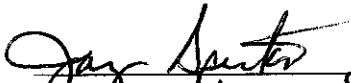

Print Name: Lori Walters

Print Name: Jodie Hampton


By: 
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: 7/24/14

LICENSEE:

**Effingham County
Public Safety Department**

LICENSEE WITNESSES:


Print Name: Jay Spinks
911 Director
Print Name: _____

By: 
Name: Edwin Myrick
Title: Director EMT
Date: 05-15-2014

**Exhibit B-1
to
Agreement**

Existing Equipment:

One (1) Decibel (DB809KE-XT) (Transmit) Antenna at the 360' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/N LDF6-50 1-1/4" coax

One (1) Decibel (DB809KE-XT) (Receive) Antenna at the 326' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/NLDF5-60 7/8" coax

One (1) Decibel (DB-224) Antenna at the 200' level
Dimensions & Weight: 255 inches high & 48 lb
One (1) Andrew P/N LDF5-50A 7/8" coax

Ground Space: 11'8" x 16'6" and 5' x 11'

Equipment to be Installed at the 180' level (under this First Amendment):

One (1) Radiowaves (HP6-5.9DW2) Microwave Dish
Dimensions & Weight: 6' & 120 lb
One (1) Andrew (LDF4-50) 1/2" coax

Total Inventory of Equipment under this First Amendment:

One (1) Decibel (DB809KE-XT) (Transmit) Antenna at the 360' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/N LDF6-50 1-1/4" coax – one 7/8" and one 1/2" coax cable existing

One (1) Decibel (DB809KE-XT) (Receive) Antenna at the 326' level
Dimensions & Weight: 146.5 inches high & 27 lb
One (1) Andrew P/NLDF5-60 7/8" coax - one 1-1/4" coax cable existing

One (1) Decibel (DB-224) Antenna at the 200' level
Dimensions & Weight: 255 inches high & 48 lb
One (1) Andrew P/N LDF5-50A 7/8" coax

One (1) Radiowaves (HP6-5.9DW2) Microwave Dish at the 185' level
Dimensions & Weight: 6' & 120 lb
One (1) Andrew (LDF4-50) 1/2" coax

Ground Space: 11'8" x 16'6" and 5' x 11' (no change under this First Amendment)

Staff Report

Subject: Approval of the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for GED Testing for Offenders

Author: Alison Bruton, Purchasing Agent

Department: Purchasing & Prison

Meeting Date: July 18, 2023

Item Description: Consideration to Approve the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for GED Testing for Offenders

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:

- The purpose of this Agreement is for the Department to provide GED® testing services for offenders at Effingham County Prison
- Effingham County is responsible for paying for test booklets for content area tests at a rate of \$46.00 per test content area per tester no later than thirty (30) days after invoice receipt. For computer tests, the cost per test is \$46.00 per content area, and if the individual does not pass, to retake the test will be \$26 per content area.
- The agreement has 14-day termination clause.
- The agreement will be effective July 1, 2023 and will run through June 30, 2024.

Alternatives for Commission to Consider

1. Board approval to renew the Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for GED Testing for Offenders.
2. Do not renew

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Prison

Funding Source: Operating Budget for Prison

Attachments: Intergovernmental Agreement by and between the Georgia Department of Corrections and Effingham County Prison for GED Testing for Offenders

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF CORRECTIONS
AND
Effingham County Correctional Institution
Computer/Paper Based GED® Testing for Offenders**

THIS AGREEMENT is entered into the first day of July, 2023 by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and Effingham County a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, the purpose of this Agreement is for the Department to provide paper based GED® testing services for offenders at Effingham County Correctional Institution, Springfield Georgia (“Testing Location”).

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth below, the parties agree as follows:

1. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit “A,” attached hereto and incorporated by reference herein (the “Services”). The Department and the Governmental Entity shall meet annually to review the Services. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
2. Independent Contractor. In the performance of the services, and for all tax, liability, employment, and insurance purposes, Governmental Entity shall at all times be an Independent Contractor and not an agent, representative, or employee of the Department. Governmental Entity shall determine the means and manner of performance of its responsibilities, and Governmental Entity shall not hold itself out to be an employee or agent of the Department.
3. Compensation. The Department agrees to pay Governmental Entity in accordance with Exhibit “B” attached to this Agreement and incorporated by reference herein (the “Compensation Schedule”) for the full and faithful performance of the services under this Agreement during the term hereof. The Department shall pay Governmental Entity upon receipt of Governmental Entity’s invoice in approved form. The Department shall endeavor to pay approved invoices within 30 days of receipt; however, no interest shall accrue on past-due amounts. Governmental Entity acknowledges and agrees that the Department is authorized to withhold payments due the Governmental Entity until

Governmental Entity has filed with the Department the Governmental Entity’s Taxpayer Identification Number. In addition, payments otherwise due the Governmental Entity may be withheld by the Department on account of the Services being deemed deficient by the Department and not remedied or for breach of any term of this Agreement. If the foregoing deficiencies are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the Department may terminate this Agreement in the manner provided for herein. Payment request submitted thirty (30) days after the termination of this Agreement will not be paid by the Department.

4. Benefits. The Governmental Entity acknowledges that he is not entitled to any benefits, including health insurance, workers compensation coverage, unemployment compensation coverage, which are ordinarily provided to employees of the Department.

5. Pledges of Credit. Governmental Entity acknowledges that the State of Georgia may not lawfully pledge its credit so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. In the event that the source of any payment by the Department as provided for herein is insufficient, in the sole discretion of the Department, this Agreement shall terminate without further obligation of the Department.

6. Expenses. The Department shall not be liable for and shall not reimburse Governmental Entity for any travel or other expenses incurred by the Governmental Entity unless approved in advance by the Department in writing. Any such reimbursement shall be made in accordance with and in amounts permitted by applicable state rules and regulations.

7. Equipment. The Department is not required to provide any office space nor any equipment to the Governmental Entity except as specifically provided under this Agreement.

8. Term and Amendment. This Agreement shall be effective as of the 1st day of July, 2023, and shall continue in full force and effect until 11:59 p.m. on June 30, 2024. Any changes, modifications, or amendments to this Agreement will be effective only if reduced to writing and signed by both parties.

9. Renewal. The Department shall have the option, exercisable in its sole discretion depending on the satisfactory performance and availability of funds, to renew this Agreement for up to four (4) terms. Each renewal term shall not exceed twelve months. The Department shall give the Governmental Entity no less than thirty (30) days’ notice of its intent to renew. If renewed, renewal shall be upon the same terms and conditions. As to each term and subject to the termination provisions of this Agreement, the Agreement shall terminate absolutely and automatically at the close of the then-current term without further obligation by the Department. The original Agreement, applicable amendments and

any Agreement renewals shall bind the Department and the Governmental Entity. Upon the Department's election, in the Department's sole discretion, to renew any part of this Agreement, the Governmental Entity shall remain obligated to perform in accordance with this Agreement unless otherwise agreed in writing by the Department and the Governmental Entity.

10. Compliance with Laws. The Governmental Entity agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction and standard operating procedures of Department. Without limitation to the generality of the foregoing, Governmental Entity agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Termination for Convenience. Either party may terminate this Agreement for any reason by providing written notice fourteen (14) days in advance of such termination. In the event of termination under this paragraph, the Department shall pay the Governmental Entity for Services that have been fully and faithfully performed prior to the effective date of termination; provided, however, that payments otherwise due the Governmental Entity may be applied by the Department against amounts due or claimed to be due the Department and, in addition, if termination is for cause, payments may be withheld by the Department on account of the Services being deemed deficient and not remedied by the Governmental Entity prior to the effective date of termination. Governmental Entity shall be liable to the Department for any additional cost incurred by the Department as a result of deficiencies in the Services to be provided hereunder.

12. Rights and Interests. This relationship is intended solely for the mutual benefit of the Parties, and there is no intention, express or otherwise, to create any rights or interests for any party other than the Department or Governmental Entity.

13. Conflicts of Interest. The Governmental Entity covenants that the Governmental Entity presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Governmental Entity's services hereunder. The Governmental Entity further covenants that in the performance of this Agreement, the Governmental Entity will not employ any person having such an interest.

14. Trading with State Employees. The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. §45-10-20, *et seq.*, in any respect. The Governmental Entity agrees not to employ any individual that would result in a violation of this law.

15. Screening. Governmental Entity acknowledges and agrees that Governmental

Entity, including employees of Governmental Entity and subcontractor(s) of Governmental Entity, shall be subject to background investigations, including but not limited to criminal background investigations, conducted by duly authorized agents of the State, and while on the premises of any Department Facility, Governmental Entity and Governmental Entity's personnel shall be subject to, and agree to comply with, rules pertaining or related to safety and security, including spoken directives of GDC facility staff and the Department's standard operating procedures related to Employee Standards of Conduct and sexual harassment.

16. Training. In the event the Agreement is to perform Services at a Department facility, the Governmental Entity shall participate in Department and facility policy and procedure orientation which shall include but shall not be limited to institutional rules, security and operations. The Governmental Entity shall participate in any additional training as needed or appropriate to the services being rendered to the Department. The determination of additional training shall be solely determined by the Department.

17 Licenses, Certifications and Insurance. Governmental Entity agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services under this Agreement. Both parties acknowledge that each is self-insured through the Department of Administrative Services, and that neither shall be responsible for damages caused by the other.

18. Sexual Harassment Prevention. Both Parties acknowledge that they are subject to the Governor's Executive Order "Preventing Sexual Harassment in the Executive Branch of Government" signed January 14, 2019 and both parties agree to comply with the same.

18. Standards of Conduction and Sexual Harassment. Governmental Entity agrees that the Governmental Entity and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the Department or who come into contact with any employee of the Department shall comply with the Department's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by Department personnel. If the Governmental Entity or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Governmental Entity will allow and assist the Department in investigating the charge or accusation. If the charge is established or if the Governmental Entity, its agents, employees, officials or subcontractors is found guilty of sexual harassment disciplinary action, including dismissal and termination of the contract and/or services may be instituted by the Department. The Governmental Entity will take appropriate action to sanction the violation and to ensure that there are no further violations. The Department may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision. The Governmental Entity shall execute acknowledgements evidencing that it has been advised of the Department's Standard of

Conduct, Guidelines for Contract Personnel and Unlawful and Sexual Harassment Polices of the Department.

19. Confidentiality. Governmental Entity agrees to adhere to the Department’s Confidentiality policy and procedures which have been or will be provided to the Governmental Entity in writing by the Department. Governmental Entity will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Governmental Entity (collectively, the “Information”), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law (including but not limited to the Georgia Open Records Act) or by any regulatory agency to which Governmental Entity is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Governmental Entity.

20. Prison Rape Elimination Act. Governmental Entity agrees to assist the Department in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act, by submitting to a background check and agreeing not to sexually abuse or harass any offenders. Governmental Entity agrees to undergo training, as the Department sees fit, regarding the Department’s zero-tolerance policy for sexual abuse and sexual harassment and Governmental Entity agrees to document and acknowledge in writing that Governmental Entity understands such training. Governmental Entity agrees to inform Department of any knowledge, suspicion, or information regarding the occurrence of sexual abuse or harassment in any facility in which the Governmental Entity is present. Governmental Entity agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to report the incident, completely confidential. Governmental Entity agrees and understands that a violation of the Prison Rape Elimination Act could result in administrative sanctions, criminal sanctions, or both. Governmental Entity acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Agreement and is grounds for termination of this Agreement.

21. Shop Right. Governmental Entity agrees that any processes, equipment, proprietary know-how or other proprietary information or matters that are produced or result, directly or indirectly, from or in connection with Governmental Entity’s performance of the Services shall be the property of the Department, and Governmental Entity further agrees to execute any and all documents, or take additional actions which may be necessary in the future to give full effect to this provision.

22. Cooperation. Governmental Entity and the Department, its employees, agents, subcontractors, and assigns, agree to cooperate fully in the defense of any litigation brought

against the Department or Governmental Entity relating to this Agreement, and each party shall give the other prompt notice of any claim, demand, suit, or proceeding.

23. Assignment. The parties will not transfer their right, title, or interest hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other parties.

24. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

It to Governmental Entity: Effingham County Prison
Janet M. Robere, Senior Counselor
321 Hwy 119 South
P.O. Box 235
Springfield, GA 31329

If to Department: Jennifer Ammons
General Counsel
Georgia Department Corrections
State Offices South at Tift College
P.O. Box 1529
Forsyth, Georgia 31029

With Copy to: Dr. Jennifer Irvin
300 Patrol Road
Upshaw – 2nd Floor
Forsyth, GA 31029

25. Headings. The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

26. Survival. The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Agreement.

27. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken herefrom.

28. Legislative Modification. Notwithstanding any other provision of this Agreement

to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement at any time during the duration of this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

29. Drug-Free Workplace. The Governmental Entity acknowledges that it is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, *et seq.* (A) The Governmental Entity hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Governmental Entity may be suspended, the contract terminated or the Governmental Entity debarred if it is determined that: (1) the Governmental Entity has made false certification hereinabove; or (2) the Governmental Entity has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act”.

30. Governing Law. This Agreement is executed in the State of Georgia, and the laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Courts of Fulton County for any action arising from Governmental Entity’s provision of Services pursuant to the Agreement.

31. Compliance with Federal and State Work Authorization and Immigration Laws. Governmental Entity certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90, *et seq.* Governmental Entity warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Governmental Entity further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Governmental Entity warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this contract.

32. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

33. Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver

thereof for any other time.

34. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

35. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein. This Agreement may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**GEORGIA DEPARTMENT OF
CORRECTIONS**

GOVERNMENTAL ENTITY

By: _____
Jennifer Ammons
General Counsel

By: _____
Name
Title

Date: _____

Date: _____

Exhibit A

Scope of Services

I. The Governmental Entity Shall:

1. Governmental Entity shall contact the Department to schedule a test date that is mutually agreeable for both Parties. Pearson requires testers to schedule paper tests at least 14 days in advance. Computer tests can be scheduled at any time, including while on site.
2. Governmental Entity will provide a quiet testing space, free of distractions and interruptions, for the Department to administer the GED[®] test at the Testing Location and coordinate the exact time and location with the Governmental Entity at a time that is mutually convenient for both Parties. The Governmental Entity will provide appropriate accommodations for the Examinee(s) with special needs.
3. Provide a list of testers and required demographic information and test content area(s) needed.
3. Provide a quiet, secure location for testing that will accommodate the number of testers and necessary space between testers that will satisfy social distancing requirements as well as a staff member to ensure security during testing.
4. Schedule testing so that there is a Governmental Entity Staff Member available to provide breaks as needed for the Department's Test Administrator.
5. Provide hand sanitizer and other appropriate measures to abide by current health standards and social distancing requirements.
6. Provide approved calculators and scratch paper for use on the test.
7. For paper tests, pay for test booklets for content area tests at a rate of \$46.00 per test content area per tester no later than thirty (30) days after invoice receipt. This is the actual price of the test from Pearson.
8. For computer tests, pay for content area tests no later than thirty (30) days after invoice receipt. For the first time an individual takes a test, the cost will be \$46 per content area. If the individual does not pass, the retake will be at a rate of \$26 per content area. The prices will continue in that

same pattern for subsequent retakes (\$46, \$26, \$46, \$26, etc.). These are the actual prices of the test from Pearson.

9. Ensure that all testers have photo identification to present on the day of testing as the GDC test administrator will not test without identification.

Department will be responsible for the following:

1. For paper testing:
 - a. Order tests on behalf of Governmental Entity based on provided list of testers and test content area(s) needed. Pearson requires test administrators to schedule paper tests at least 14 days in advance.
 - b. Pick up and transport test booklets and other materials from official Department delivery site to Government Entity.
 - c. Provide testing services according to Pearson Vue guidelines.
 - d. Collect and ship test booklets and other materials to Pearson Vue.
 - e. Retrieve scores through GED Manager and report scores to Governmental Entity, as necessary.
 - f. Provide invoice from Pearson Vue for tests ordered for reimbursement to the Department.
2. For computer testing:
 - a. Order tests on behalf of Governmental Entity based on provided list of testers and test content area(s) needed. Computer tests can be scheduled at any time, including while on site.
 - b. Transport test administrator laptop, testing laptops, and any required cords to the location of the Governmental Entity on the day of testing.
 - c. Provide testing services according to Pearson Vue guidelines.
 - d. Retrieve scores through GED Manager and report scores to Governmental Entity, as necessary.
 - e. Provide invoice from Pearson Vue for tests ordered for reimbursement to the Department.

Exhibit “B” Compensation Schedule

For Paper Testing, the Governmental Entity agrees to reimburse the Department for the cost of paper GED testing at the rate of Forty Six Dollars (\$46.00) per content section. The Governmental Entity will reimburse the Department within thirty (30) days of receipt of the invoice.

Paper tests will be purchased per the roster submitted to the Department by the Governmental Entity as needed. Testing dates will be scheduled as needed at the convenience of both Parties and at no additional charge to the Governmental Entity.

For Computer Testing, the Governmental Entity agrees to reimburse the Department for the cost of computer GED testing at the rate of Forty Six Dollars (\$46.00) for the first time an individual takes a test. If the individual does not pass, the retake will be at a rate of \$26 per content area. The reimbursable amount will continue in that same pattern for subsequent retakes (\$46, \$26, \$46, \$26, etc.). The Governmental Entity will reimburse the Department within thirty (30) days of receipt of the invoice.

Staff Report

Subject: Automatic and Mutual Aid Agreement
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-FIRE
Meeting Date: 07/18/2023
Item Description: Consideration to Ratify a Facility Lease Agreement with the City of Rincon for the Ebenezer Fire Station

Summary Recommendation: Staff recommends ratifying a facility lease agreement with the City of Rincon for the Ebenezer Fire Station.

Executive Summary/Background:

On July 1, 2023, Effingham County Fire Rescue became the primary fire service provider for all the unincorporated areas that were formerly served by the City of Rincon. As Effingham County is in the process of acquiring the Ebenezer Fire Station, and it is currently being used as an Effingham County fire station, a temporary facility lease agreement is needed until the real estate closing.

Options/Alternatives for Commission to Consider:

Recommended: Approval to ratify a facility lease agreement with the City of Rincon for the Ebenezer Fire Station.

Other Alternative(s): Deny

Department Review: Fire-Rescue, County Manager

Funding Source: \$10 per month

Attachments: Facility Lease Agreement

City of Rincon, Georgia Fire Department Rental/Lease Agreement

This Rental Agreement or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, City of Rincon, shall be referred to as "OWNER" and Tenant(s)/Lessee, Effingham County Board of Commissioners, shall be referred to as "OCCUPANT." As consideration for this agreement, OWNER agrees to rent/lease to OCCUPANT and OCCUPANT agrees to rent/lease from OWNER for use solely as a fire station, the premises located at 573 Ebenezer Rd, Rincon, GA 31326.

1. **TERMS:** OCCUPANT agrees to pay in advance \$10.00 per month on the 1st day of each month. This agreement shall commence on July 1, 2023 and continue until September 1st, 2023 as a leasehold.

2. **PAYMENTS:** Rent and/or other charges are to be paid to the City of Rincon at 302 S Columbia Ave, Rincon, GA 31326.

3. **LATE CHARGE:** A late fee of \$10.00, shall be added and due for any payment of rent made after the 25th of the month.

4. **UTILITIES:** OCCUPANT agrees to pay all utilities and/or services based upon occupancy of the premises.

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

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

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

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

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

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

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

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

13. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by OCCUPANT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

14. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

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

16. **NOTICES:** All notices to OCCUPANT shall be served at 804 S Laurel St, Springfield, GA 31329, and all notices to OWNER shall be served at 302 S Columbia Ave, Rincon, Georgia, 31329.

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

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

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

If to OWNER:
City Clerk
City of Rincon
302 S Columbia Ave.
Rincon, GA 31326

If to OCCUPANT:
County Clerk
Effingham Count Board of Commissioners
804 S Laurel St.
Springfield, GA 31329

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

City of Rincon, Georgia

By: _____
Mayor

Attest: _____
City Clerk

Effingham County, Georgia
By: [Signature]
Chairman County Manager
Attest: [Signature]
County Clerk:

Staff Report

Subject: GEMA Hazard Mitigation Grant Program
Author: Jody Jones, Grants Coordinator, presented by Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 7/18/23
Item Description: Consideration to ratify and approve the submission of a grant pre-application to GEMA's Hazard Mitigation Grant Program.

Summary Recommendation:

Staff is requesting to ratify and approve the submission of a grant pre-application to GEMA's Hazard Mitigation Grant Program.

Executive Summary:

Section 404 of the Robert T. Stafford Disaster and Emergency Assistance Act of 1988 established the Hazard Mitigation Grant Program (HMGP). The purpose of HMGP is to provide funds to State agencies and local governments in the aftermath of a disaster for projects that reduce or eliminate the long-term risk to human life and property from the effects of natural hazards. The program enables mitigation measures identified in State and local mitigation plans to be implemented during the recovery from a disaster.

Effingham County is requesting funding for ten generators; 8 fixed and 2 portable generators to be placed at various locations as described below.

Location	Generator	Fuel for Testing	Concrete Pad for Generator	Total Project Costs	FEMA Share	Local Share
Effingham County Fire and Rescue Station #2 Fixed 40 KW	\$86,416	\$100	\$500	\$87,016	\$65,262	\$21,754
Effingham County Fire and Rescue Station #15 Fixed 40 KW	\$86,416	\$100	\$500	\$87,016	\$65,262	\$21,754
Effingham County Fire and Rescue Station #4 Fixed 40 KW	\$86,416	\$100	\$500	\$87,016	\$65,262	\$21,754
Effingham County Fire and Rescue Station #6 Fixed 40 KW	\$86,416	\$100		\$86,516	\$64,887	\$21,629
Effingham County Fire and Rescue Station #17 Fixed 40 KW	\$86,416	\$100	\$500	\$87,016	\$65,262	\$21,754
Effingham County Fire and Rescue Station #13 40 KW	\$86,416	\$100	\$500	\$87,016	\$65,262	\$21,754
Effingham County Fire and Rescue Station #3 Fixed 40 KW	\$86,416	\$100	\$500	\$87,016	\$65,262	\$21,754
Effingham County Fire and Rescue Station #11 Fixed 40 KW	\$86,416	\$100	\$500	\$87,016	\$65,262	\$21,754
804 S Laurel Street, Springfield, GA 31329 Portable 60 KW	\$103,991	\$100		\$104,091	\$78,068	\$26,023
1171 GA-119, Springfield, GA 31329 Portable 60 KW	\$103,991	\$100		\$104,091	\$78,068	\$26,023
				\$903,809	\$677,857	\$225,952

Background:

1. There is a 25% cost share requirement.
2. The total project cost is \$903,809.

Alternatives for Commission to Consider:

1. Ratify and approve the submission of a grant pre-application to GEMA's Hazard Mitigation Grant Program.
2. Do not ratify and approve the submission of a grant pre-application to GEMA's Hazard Mitigation Grant Program.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Ratify and approve the submission of a grant pre-application to GEMA's Hazard Mitigation Grant Program.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, Effingham EMA

Funding Source:

Cost share requirement of \$225,952.

Attachments:

GEMA's Hazard Mitigation Grant Program Information

Hazard Mitigation Grant Program

Section 404 of the Robert T. Stafford Disaster and Emergency Assistance Act of 1988 established the Hazard Mitigation Grant Program (HMGP). The purpose of HMGP is to provide funds to State agencies and local governments in the aftermath of a disaster for projects that reduce or eliminate the long-term risk to human life and property from the effects of natural hazards. The program enables mitigation measures identified in State and local mitigation plans to be implemented during the recovery from a disaster. HMGP funding is allocated based on a formula percentage of the Stafford Act Assistance received. Georgia's Enhanced Plan approval allows for the State to receive 20% of the estimated aggregate amounts of disaster assistance. This is one-third more than States without Enhanced Plan status.

Project Funding

The Federal share of HMGP funding cannot exceed 75% of the total eligible project cost. The remaining non-federal share may be met with cash, contributions, certain other grants such as Community Development Block Grants, or with in-kind services.

HMGP Application Process

Within the State of Georgia, HMGP is administered by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). GEMA/HS Hazard Mitigation staff offer technical assistance to local governments for project identification and application preparation. All applications start with the completion of a pre-applications, which are available by project type as shown on the **HMGP Pre-Applications (<https://gema.georgia.gov/documents/hma-pre-applications>)** page. GEMA/HS is also responsible for the review, prioritization, and funding recommendation of eligible projects to the Federal Emergency Management Agency (FEMA). FEMA is responsible for making all final funding decisions on eligible projects.

Following a presidential disaster declaration, GEMA/HS advertises for HMGP grant applications.

Current Grant Information

Pre-applications for the HMGP are accepted by the GEMA/HS Hazard Mitigation Department on a rolling basis. Please contact (404) 635-7522 or **gema-hazmitpoc@gema.ga.gov** (**<mailto:gema-hazmitpoc@gema.ga.gov>**) for more information.

Eligible Applicants

Applicants who are eligible to apply for HMGP Grants are:

- Public agencies, including State and local governments

- Certain private non-profit organizations or institutions that provide essential services to the general public.

Applicants must have a federally approved mitigation plan to be eligible for HMGP funds. The plan must include mitigation actions that support the proposed project. Additionally, a letter of support from the County Emergency Management Agency (EMA) Director is needed for each application.

Eligible Project Criteria

To be eligible for funding, a project must meet the following minimum standards:

- Conform to the State's Hazard Mitigation Plan;
- Conform to the requirements of Floodplain Management and Protection of Wetlands (44CFR Part 9, and Executive Orders 11988 and 11990);
- Conform to environmental regulations (44CFR part 10) and to the requirements of the National Environmental Policy Act and all other Federal, State, and local environmental regulations;
- Address a repetitive hazard in the project area, or one that poses a significant risk to life and property, and provides a long term or permanent solution to reducing the threat from the hazard;
- Be cost-effective (the reduced future damages discounted to present value should exceed the initial project cost);

- Be the most practical and environmentally sound alternative after considering a range of options;
- Projects must be located in communities that are in good standing in the National Flood Insurance Program (NFIP). Information about participating NFIP Communities is available at <http://www.fema.gov/cis/GA.pdf> (<http://www.fema.gov/cis/GA.pdf>).

Eligible Projects

Projects may be of any nature that result in protection of life and property. All proposed projects meeting the above criteria will be considered. Projects that merely identify problems are not eligible. Although hazard mitigation encompasses every aspect of emergency management from preparedness to response to recovery, Congress's intent in creating this program was to fund projects that eliminate the need to prepare, respond, and recover from natural disasters, thereby reducing Federal expenditures on future disaster events.

Examples of eligible projects include, but are not limited to:

1. Warning systems with mitigation as an essential component.
2. Projects to promote the use of safe room designs in tornado prone areas.
3. Retrofitting methods such as elevation in place, structure relocation, structural reinforcement (wind and seismic),

strapping of utilities, installation of storm shutters, tie downs, etc.;

4. Acquisition of property and/or relocation of homes, businesses, and public facilities;
5. Development of State or local standards with implementation as an essential component;
6. Structural hazard control or protection measures such as flood walls, detention basins and other storm drainage upgrades; and
7. Generators that protect a critical facility.

Other Eligible Project Types

Development of State or local plans that meet the requirements of the Disaster Mitigation Act of 2000.

- Additional information about the HMGP is available on FEMA's website at:

<http://www.fema.gov/hazard-mitigation-grant-program>
(<http://www.fema.gov/hazard-mitigation-grant-program>).

Staff Report

Subject: Firehouse Subs Public Safety Foundation Grant
Author: Jody Jones, Grants Coordinator, presented by Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 7/18/23
Item Description: Consideration to submit a grant application to Firehouse Subs Public Safety Foundation

Summary Recommendation:

Staff is requesting approval to submit a grant application to Firehouse Subs Public Safety Foundation.

Executive Summary:

Firehouse Subs Public Safety Foundation was founded in 2005 in the aftermath of Hurricane Katrina. Firehouse Subs founders, Chris Sorensen and Robin Sorensen, traveled to Mississippi where they fed first responders as well as survivors. As they traveled back to Florida exhausted and exhilarated, they knew more was needed and the Firehouse Subs Public Safety Foundation was born. Chris and Robin are generous visionaries and the Foundation's largest individual donors, and, as members of the Foundation's board of directors, they approve donations for lifesaving equipment and funding for first responders on a quarterly basis. They continue to advance the Foundation's mission, and have awarded millions of dollars' worth of lifesaving equipment and resources to fire, police and public safety organizations across the country.

Background:

1. The grant process is competitive.
2. There is no cost share requirement.
3. The requested amount is \$11,529.00 to fund an Airworx Go-Command OG Ultrabright Thermal Drone.

Alternatives for Commission to Consider:

1. Approve to submit a grant application to Firehouse Subs Public Safety Foundation.
2. Do not approve to submit a grant application to Firehouse Subs Public Safety Foundation.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to submit a grant application to Firehouse Subs Public Safety Foundation.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance Department, Effingham County Fire Rescue

Funding Source:

There is no cost share requirement.

Attachments:

- 1. Firehouse Subs Public Safety Foundation Grant Application Information
- 2. Fire Rescue Equipment quote



QUOTE

All credit card transactions will require a 3% charge

Airworx Unmanned Solutions
3504 Highway 153 #301
Greenville, SC 29611
United States

Phone: 864.898.9444
Mobile: 864.303.2002
airworxdrone.com

BILL TO
Effingham County Fire Rescue (GA)
Bryce Nyberg

BNyberg@effinghamcounty.org

Estimate Number: 12520
Estimate Date: January 9, 2023
Expires On: February 8, 2023
Grand Total (USD): \$11,529.00

Items	Quantity	Price	Amount
Airworx Go-Command OG UltraBright Mission-Ready DJI Mavic 3 Enterprise Thermal with 2-Yr Ext Warranty and Enterprise Care Protection Kit includes the following: 1x Mavic 3 Enterprise Thermal aircraft system with dual vision (wide and hybrid zoom camera) plus 640x512 thermal sensor 1x RC Plus Enterprise Controller with integrated display 5x M3E Flight Batteries 1x CDC Quad Charging Case (charges 4 batteries fast and simultaneously) 2x Full Prop Sets 1x Loud Speaker accessory Aircraft is covered by 2-yr Enterprise Care (extended 2-yr warranty and 3 replacements in two years with small deductibles), and one free included maintenance service in the period. Additionally this system is stored, protected and carried in our Airworx Go-Command OG UltraBright case with 24" rugged sunlight viewable display, custom foam set to carry all its product with additional room to grow, 60,000mah portable power supply and wireless screen casting from the Smart Controller.	1	\$10,489.00	\$10,489.00
AirData Enterprise Fleet Management - Single Aircraft Subscription (Annual Plan) \$20 per month per aircraft Unlimited use Unlimited pilots	1	\$240.00	\$240.00
AirData Enterprise Streaming (Annual Plan) - Single Unit 20 hours per month of live streaming service.	1	\$800.00	\$800.00

Items	Quantity	Price	Amount
Lifetime Support of Product and Team Airworx is owned and operated by active law enforcement officers and firefighters. We understand that problems don't occur during the typical 9a-5p, M-F time period. Questions come up at 0300 when you're searching for a lost child or a bad guy. We will be there for you when you call us, 24/7, and we offer our direct wireless phones as well.	1	\$0.00	\$0.00
Airworx Mission-Ready System Preparation Our expert staff will full setup your system before we ship, including: - firmware / software updates on all components - system pairing / matching - bench / flight test - completely charge all batteries for Mission-ready flight out of the box	1	\$0.00	\$0.00
		Total:	\$11,529.00
		Grand Total (USD) :	\$11,529.00

Notes / Terms

Once approved in email or via PO for an order, we will begin the setup process. All of our systems and equipment must be setup and activated (starts the warranty status) which then becomes non-refundable and non-returnable. In most cases there is no possibility for a return option. However, we will always support and ensure satisfaction that products we sell operate to the standard expectations of the manufacturer.

Quotes are valid 30-days unless otherwise stated in this document, and quotes depend on ability to source the products.

Thank you for considering using our South Carolina based small business for your purchase!

The Portal is Closed Until 7/13/2023



[GRANT APPLICATION FAQs](#)

[APPLICATION CHECKLIST](#)

[START AN APPLICATION](#)

[SIGN IN](#)

Frequently Asked Questions & Tips

Please Apply Early. A maximum of 600 applications are accepted on a quarterly basis.

Please do not contact area restaurants or Firehouse Subs Care center with grant questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via firehousesubsfoundation.org/about-us/funding-areas.

If approved, how are the Foundation's grant awards funded?

The Foundation procures grant awards in one of two ways, to be determined by the Foundation team.

- Method 1: Direct Purchase made by the Foundation
- Method 2: Memo of Understanding in which funds will be transferred via ACH to the granted organization

Are there items that your Foundation does not support?

All requests must fall within our funding guidelines found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers
- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems
- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices

- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

Who can apply for this grant?

Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

If approved, how are the Foundation's grant awards funded?

The Foundation procures grant awards in one of two ways. The procurement method is up to the discretion of the Foundation team.

- Method 1: Direct Purchase made by the Foundation
- Method 2: Memo of Understanding in which funds will be transferred via ACH to the granted organization

Does the Foundation provide reimbursements for purchased equipment?

No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the financials
- W9 form is missing the required information

Can my organization submit multiple grant applications?

The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

What is the Foundation's average funding range?

\$15,000-\$35,000 is a guideline. Requests exceeding \$50,000 will be denied.

What financial information should we provide?

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

- o A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- o A recent - within one month - Profit & Loss Statement also called an Income Statement
- o A current year annual budget showing projected income and expenses
- o A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- o Only one vendor quote must be submitted for related items only, within one equipment category
- o Vendor sales representative first and last name must be included on quote
- o Vendor email address must be included on quote
- o The name & **physical** address of your organization must be included
- o The first & last name of a contact person from your organization must be included
- o Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- o Quote must be itemized
- o Online quotes will not be accepted
- o Must be dated within six months of the application deadline
- o Must contain **only** the item(s) pertaining to your grant request
- o The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting on the application
- o Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- o The cost of maintenance plans and extended warranties are not permissible
- o Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Important: Only one vendor quote may be submitted for related items only, within one equipment category. Unrelated equipment cannot be combined into one quote. Examples of unacceptable requests include quotes for un-related equipment:

· Cutter, Spreader and Fire Hoses*

· AEDs and gas monitors*

· Requests with more than one quote

* these items do not belong in the same equipment category

Your application will be marked incomplete if multiple quotes are submitted or if a quote containing multiple types of equipment is submitted.

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?

Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?

Grant award notifications will be emailed to ALL applicants within three months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment?

We do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?

We do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?

We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

Firehouse Subs Public Safety Foundation Scholarships Program FAQs**How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?**

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational-technical school for the upcoming academic year. Click [here](#) to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to respond to general inquiries. For assistance related to grant portal technical errors, please email foundation@firehousesubs.com.

Staff Report

Subject: GEMA Local Emergency Management Performance Grants Program (EMPG)
Author: Jody Jones, Grants Coordinator, presented by Mark Barnes, Finance Director
Department: Finance Department, Effingham EMA
Meeting Date: 7/18/23
Item Description: Consideration to accept a grant award from GEMA Local Emergency Management Performance Grants (EMPG) Program.

Summary Recommendation:

Staff is requesting consideration to accept a grant award from Georgia Local Emergency Management Performance Grants (EMPG) Program.

Executive Summary:

GEMA/HS EMPG provides local qualified EMAs with funding opportunities to enhance the local emergency management (EM) program by providing funds for administration, preparedness activities and exercise and training. An all-hazards approach in the development of a comprehensive program of planning, training, and exercises provides for an effective and consistent response and recovery to disasters or emergencies, regardless of the cause. Effingham County receives this grant each year to help offset salary cost for the EMA Director. In addition to the salary supplement in this grant round, the new application will include equipment purchases for the Effingham County Emergency Management Agency (EMA) as per the following:

Item	GEMA	EC Match	Total
Personnel - EMA Director	\$7,258.00	\$7,258.00	\$14,516.00
Equip - AEST Fire & Safety Aquaeye hand held sonar drone	\$2,800.00	\$2,800.00	\$5,600.00
Equip/Supplies- Plum Case Portable Broadband Kit	\$4,050.00	\$4,050.00	\$8,100.00
Grand Total	\$14,108.00	14,108.00	\$28,216.00

Background:

1. Funding was cut by the state 10% from \$15,675.00 in previous years to \$14,108.00.
2. There is a 50% cost share requirement.

Alternatives for Commission to Consider:

- 1. Approve to accept the GEMA EMPG Program grant award.
- 2. Do not approve to accept GEMA EMPG Program grant award.
- 3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept the GEMA EMPG Program grant award.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance, Effingham EMA

Funding Source:

Cost share requirement of \$14,108.00

Attachments:

GMA EMPG grant award

Subject: EMPG Award Notification

Sent By: [Thomas Moore](#)

Item: [Application – Effingham County OEM22-053](#)

Dear Clinton Hodges,

It is my pleasure to announce that your FY 2022 Local Emergency Management Performance Grant (EMPG) Base Award application has been successfully processed and approved. As a result, your organization has been awarded \$14,108.00 in federal funds, and your advance payment is currently being processed by our Preparedness Grants and Programs Department. Upon completion of the payment process, your check will be forwarded to your organization.

This Base Award is funded by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and includes a minimum 50 percent (cash and/or in-kind) match requirement. Please review and adhere to the 2022 Local EMPG Program Guidance, which is available in the Georgia EMGrants Pro system. In addition, this notification is to serve as your organization's official Statement of Award. Please keep a copy of this information with your grant records. To view/download the EMPG Program Guidance, please [click on this link](#).

Thank you for your commitment to Georgia's citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,

James C. Stallings

Director

Georgia Emergency Management and Homeland Security Agency (GEMA/HS)

This is an automated email generated by <https://ga.emgrants.com/>, please do not reply.

Staff Report

Subject: Governor’s Office of Planning and Budget (OPB) Water / Sewer Infrastructure Grant Program

Author: Jody Jones, Grants Coordinator presented by Mark W. Barnes, Finance Director

Department: Finance Department

Meeting Date: 7/18/23

Item Description: Consideration to ratify and approve a contingency amendment from the Governor’s Office of Planning and Budget (OPB) Water / Sewer Infrastructure Grant Program

Summary Recommendation:

Staff recommends the ratification and approval of a contingency amendment from the OPB Water / Sewer Infrastructure Grant Program.

Executive Summary:

The Office of Planning and Budget is pleased to announce its implementation of a contingency budget line for your grant award program. Therefore, your award budget will be amended to include a 10% contingency line item for approved cost overruns in the event that the actual costs of your project exceed the planned approved budget. To utilize this contingency line for cost overruns, your organization will be required to submit a budget adjustment request with a narrative and supporting documentation to demonstrate the cost overrun. Additionally, to receive the contingency budget line, your organization will be required to sign an amendment to the terms and conditions agreement between OPB and your organization. Failure to sign this amendment will result in a rejection of any budget request(s) for contingency funds. If your organization already has an approved final budget in OPB’s grant system, a new final budget and score card will be sent to you by Monday, May 15, 2023. If your organization does not already have an approved final award budget, the contingency budget line will be added during the budgeting process.

Background:

1. The Board accepted this award on 5/2/2023.
2. The funds will be used to help construct Effingham County’s new Waste Water Treatment Plant.
3. The contingency amount is \$4,724,235.00.

Alternatives for Commission to Consider:

1. Ratify and approve the contingency amendment for the OPB Water / Sewer

Infrastructure Grant Program.

2. Do not ratify and approve the contingency amendment for the OPB Water / Sewer Infrastructure Grant Program
1. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Ratify and approve the contingency amendment for the OPB Water / Sewer Infrastructure Grant Program.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance

Funding Source:

Attachments:

Contingency Amendment

AMENDMENT #1 TO TERMS AND CONDITIONS

This Amendment #1 to the American Rescue Plan Act State Fiscal Recovery Fund Water/Sewer Infrastructure Terms and Conditions is by and between Effingham County Board of Commissioners and the Governor’s Office of Planning and Budget (“OPB”).

Effingham County Board of Commissioners and OPB are individually a “party” and collectively, the “Parties.”

WHEREAS, the Parties entered into a Terms and Conditions Agreement for the American Rescue Plan Act Water/Sewer Infrastructure (the “Agreement”) on 5/4/2023 8:45 PM ; and

WHEREAS, the Parties seek to amend certain portions of the Agreement; and

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 8 is repealed and replaced with the following:

8. Allocated Amount

The Allocated Amount for this Award is \$45,896,658.50 Grantee shall be limited to a maximum total reimbursement of the Allocated Amount for expenses deemed eligible under the terms of this Grant.

In the event that Grantee provides documentation which, in OPB’s sole discretion, proves actual and reasonably unforeseen project cost overruns which occurred as the result or results of events outside of Grantee’s control, OPB may approve reimbursement of project expenses totaling up to an additional ten percent (10%) of the Allocated Amount.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment #1, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #1 and the Agreement (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. In the event of a conflict between the Agreement and this Amendment #1, the terms of this Amendment #1 shall control.

[SIGNATURES ON THE FOLLOWING PAGE]

By:

Signature: Jody Jones
Jody Jones (Jul 7, 2023 10:28 EDT)
(Authorized Representative of Grantee)

Name: Jody Jones
Title: Grants Coordinator
Date: Jul 7, 2023

Staff Report

Subject: Effingham County Senior Center Donation
Author: Jody Jones, Grants Coordinator, presented by Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 7/18/23
Item Description: Consideration to accept a donation given to the Effingham County Senior Center.

Summary Recommendation:

Staff is requesting approval to accept a very generous donation in the amount of \$25,000 by an anonymous individual (hereafter referred to as Ms. Doe) to the Effingham County Senior Center.

Executive Summary:

It was stated that Ms. Doe feels so much love by everyone and that she was impressed by Mrs. Teresa Johnson's leadership therefore she made said donation in order to help make a difference for the County. The individual requested to remain anonymous and so out of respect for their wishes, staff has not included their name in these documents.

Alternatives for Commission to Consider:

1. Approve to accept the \$25,000 donation from Ms. Doe.
2. Do not approve to accept the \$25,000 donation from Ms. Doe.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept the \$25,000 donation from Ms. Doe.

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance Department, Effingham Count Senior Center

Funding Source:

Attachments:

Donation Acceptance Form

Effingham County **Gift** or Donation Acceptance Form

Received Date: 6/9/23

Donation Amount: \$25,000

Organization/Individual Name: Ms. Doe

Address: _____

Phone Number: N/A

Purpose of Donation: Gift for the Senior Center to be used as they see fit.

Staff Member Name submitting: Jody Jones

Department#: 111

Deposit date & Notes

6/9/2023 – Ms. Doe requested to remain anonymous to the public.

(For Office Use Only)

Finance Directors approval _____

Administrator's approval _____

Date Sent to Clerk and listing for Board: 7/18/23

Staff Report

Subject: ACCG- Group Self-Insurance Workers’ Compensation Fund- Employee Safety Grant Application

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: July 18, 2023

Item Description: Consideration for Effingham County Board of Commissioners to approve a grant application to ACCG-Group Self-Insurance Workers’ Compensation Fund- Employee Safety Grant Application

Summary Recommendation

Staff requests Effingham County Board of Commissioners to approve submitting a grant application to ACCG-Group Self-Insurance Workers’ Compensation Fund- Employee Safety Grant Application. Grant money must be used on items that will promote the safety and health of our employees. We have previously purchased sanitizing, defogging machines, fire protection; spill/first aid kits; slips/falls; flagger equipment, and PPE for multiple departments. This year we are looking to provide AED devices requested in the Admin Building, CEM Sports Complex, Sandhill Sports Complex, and the Historic Courthouse.

Executive Summary

ACCG awards grants each year to recognize Counties participating in Safety programs, providing positive impacts on safety expenses and employee productivity.

Background

- The grant application deadline is July 31, 2023.
- No cost share requirement

Alternatives for Commission to Consider

1. Approve grant application to ACCG-Group Self-Insurance Workers’ Compensation Fund- Employee Safety Grant Application submittal.
2. Do not approve the grant application to ACCG- Group Self-Insurance Workers’ Compensation Fund- Employee Safety Grant Application submittal.
3. Provide Staff with direction.

Recommended Alternative: Staff recommends Alternative 1.

Other Alternatives:

None

Department Review: County Manager, Human Resources

Funding Source: No impact on funding, no cost share required.

Attachments: ACCG- Group Self-Insurance Workers' Compensation Fund- Employee Safety Grant Application and supporting documentation.



2023



ACCG – Group Self-Insurance Workers' Compensation Fund Employee Safety Grant Application

Member Name:	Effingham County Board of Commissioners		
Member's Insurance Contact:	Sarah Mausolf		
Phone #:	912-754-2104	Email:	smausolf@effinghamcounty.org

Items Requested for Reimbursement:

#	Item Name	How will this item reduce workers' comp risks?	Estimated Cost
1	Automated External Defibrillators (AED)	An AED is a portable lifesaving device that can help a person suffering from sudden cardiac arrest. Having an AED in or on the workplace premises, the sooner an AED is used, the higher the odds are of living through a heart attack.	
2	AED Storage Cabinet(s)	An AED cabinet (or box) is an enclosure designed to keep the automated external defibrillator safe and protected.	
3	AED Replacement Batteries	To ensure the proper functioning of the device, batteries will need to be replaced	
4	AED Replacement Pads	AED pads are made of gel so the gel will be able to stick to the patient's skin and act as a conductor. If the AED pads expire, then there is a chance that the pads will not stick to the person that needs them in the event of an emergency. Also note, once the pads are used, they will need to be replaced.	
TOTAL			

Application Checklist:

	Current Safety Action Plan
	Expected cost, purchase order, invoice or receipt attached for each requested item

Member's Approval / Submittal Authorization (Chairperson / Executive Director):

As Chairman (or Authority Director), I hereby acknowledge and verify that I have read, support, and agree to fully comply with all requirements of the ACCG-GSIWCF Employee Safety Grant.

Print Name	Wesley M. Corbitt	Date:	
Signature			

For further assistance, LGRMS Director Dan Beck can be contacted at 678.686.6279; toll-free at 800.650.3120 or email dbeck@lgrms.com.

To be eligible, the Employee Safety Grant Application must be completed **between April 1, 2023 and July 31, 2023.**

Submit to accginsurance@accg.org with the *Email Subject Line*: EMPLOYEE SAFETY GRANT PROGRAM.
Originals are not necessary.





April 18, 2023

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Toll Free: 1-800-884-6480 | Cell: 954-444-6572
Email: Jenny@americanaed.com

3277

Shopping Cart Proforma Invoice

PRODUCT	PRICE	QUANTITY	TOTAL
 Philips HeartStart OnSite Complete AED Package Choose Type of Wall Cabinet: Premium AED Wall Cabinet Do You Need Infant / Child Pads?: No, I Do Not Need Infant / Child Pads Would You Like To Add CPR/AED Training?: No, I Do Not Need CPR/AED Training	\$1,564.00	5	\$7,820.00
 Philips HeartStart OnSite Complete AED Package Choose Type of Wall Cabinet: Premium AED Wall Cabinet Do You Need Infant / Child Pads?: Yes, I Need Infant / Child Pads (+\$115.00) Would You Like To Add CPR/AED Training?: No, I Do Not Need CPR/AED Training	\$1,679.00	5	\$8,395.00
Subtotal			\$16,215.00
Shipping			Free \$0.00
Total			\$16,215.00

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Automated External Defibrillator With Everything You Need To Set-Up Your Own AED Station

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Includes a complete Rescue-Ready AED unit with Carrying Case plus a WALL CABINET & a Double-Sided AED SIGN to store, display, and quickly locate the AED when needed.

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- 1 Battery With 4 Year Warranty
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- Philips HeartStart Review Express
- 1 FREE Philips HeartStart OnSite Carrying Case
- 1 FREE Demonstration & Training DVD
- 1 FREE Premium AED+CPR Responder Kit (\$50 value)
- 1 FREE American AED+CPR Quick Reference Card
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- 2 FREE AED "Equipped Facility" Decal / Sticker
- 1 AED Storage Wall Cabinet
- 1 Double Sided Flanged AED Sign
- AMERICAN AED Lifetime Maintenance Notification & Support
- FREE UPS Shipping

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Item IX. 9.



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- 1 Battery With 4 Year Warranty
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- 1 Quick Use Guide
- Philips HeartStart Review Express
- 1 FREE Philips HeartStart OnSite Carrying Case
- 1 FREE Demonstration & Training DVD
- 1 FREE Premium AED+CPR Responder Kit (\$50 value)
- 1 FREE American AED+CPR Quick Reference Card
- 1 FREE Inspection / Maintenance Tag
- 2 FREE AED "Equipped Facility" Decal / Sticker
- 1 AED Storage Wall Cabinet
- 1 Double Sided Flanged AED Sign
- AMERICAN AED Lifetime Maintenance Notification & Support
- FREE UPS Shipping



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Grand Total: \$1564.00

SKU	Description	Unit Price	Qty.	Ext. Price
M5066A-WC280	PHILIPS HeartStart Onsite Complete AED Package	\$1564.00		
Wall Cabinet Option	Upgrade Wall Cabinet With Audible Alarm & Alert Light	\$20.00		
Wall Cabinet Option	Upgrade Complete Safety Wall Cabinet	\$199.00		
Optional Child Pads	Philips HeartStart OnSite Infant/Child Electrode Pads	\$115.00		
To order by check or money order: Mail this form along with a check made payable to American AED, Inc. Mail To: 3151 Executive Way - Miramar, FL 33025 Your order will be processed and shipped within 24hrs upon receiving your order. Please allow 2 to 4 business days for UPS delivery.		Subtotal:		
		FL 6% Sales Tax:		N/A 0.00
		Shipping:		FREE 0.00
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Customer Shipping Information: (Please No P.O. Box as we ship via UPS)	
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Attention:	
Address:	
City, State, Zip Code:	
Telephone:	
Email:	
Check Number Enclosed: _____	Order Date: _____
Comments:	



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2023



ACCG – Group Self-Insurance Workers' Compensation Fund Employee Safety Grant Program

Purpose

The ACCG-GSIWCF Employee Safety Grant Program provides financial assistance to members for the purpose of reducing employees' injuries through additional training, equipment, or services. Examples of eligible requests include: fees for safety-related courses, personal protective equipment, body armor, fire department turnout gear or washers/dryers for gear, ergo equipment, and first aid equipment such as AEDs.

Eligibility

TO APPLY FOR THE ACCG-GSIWCF EMPLOYEE SAFETY GRANT, A MEMBER:

- a) Must be an active member as of the time of the distribution.
- b) Must have earned the 2023 ACCG-GSIWCF Safety Discount.
- c) Must be current in payment of contributions to the ACCG-GSIWCF.

Program Guidelines

The grant will reimburse members approved items according to this schedule:

Estimated Premium for 2023	Grant Amount
Premium over \$500,000	\$10,000
Premium between \$350,000 & \$500,000	\$8,500
Premium between \$250,000 & \$350,000	\$6,000
Premium between \$150,000 & \$250,000	\$4,000
Premium between \$75,000 & \$150,000	\$2,500
Premium between \$35,000 & \$75,000	\$1,250
Premium under \$35,000	\$500

Grant funds will be distributed on a first come, first approved basis until all eligible funds have been expended.

The purchase must be made prior to October 31, 2023.

Requirements

1. County/Authority management must review their current Safety Action Plan to determine if the grant funds would help to meet their goals. If it is determined that grant funds may be better utilized elsewhere to reduce workers' compensation losses, that is acceptable.
2. You may be required to submit a documented mandatory use guideline or SOP signed by the office/department head AND either the chairperson/authority executive director or administrator/county manager for each safety equipment request. (This is generally required for equipment such as respirators, AEDs, trenching equipment, body armor, etc.)

Procedures

- a) Complete the *Employee Safety Grant Application* and sign. Signing the application signifies agreement to comply with the Requirements of the grant program.
- b) Include a copy of the current Safety Action Plan.
- c) Include a list of items and their expected cost OR a copy of purchase orders, paid invoices or receipts if items have already been purchased. There is no guarantee all submitted items will be approved.
- d) Submit application and requested documentation to accginsurance@accg.org between April 1, 2023 and July 31, 2023.

Distribution of Grant Funds

- a) Once the application is submitted, wait to receive a confirmation of receipt, denial, or request for additional information. This process is expected to take up to 2 weeks.
- b) Each fully completed request will be processed in the order received.
- c) The request will be subject to approval by a committee made up of the Director of the Property & Casualty Programs, the Property & Casualty Programs Manager, and the Director of ACCG's risk control organization, LGRMS, with input from the appropriate LGRMS field representative. This is expected to take an additional 2 weeks.
- d) LGRMS will send the member an email indicating the items approved for the grant.
- e) If not provided with the submitted Application, the member will purchase the approved items and send the proof of purchase documentation before October 31, 2023.
- f) Grant funds are expected to be sent within 3 weeks upon final receipt of paid invoice.

For further assistance, LGRMS Director Dan Beck can be contacted at 678.686.6279; toll-free at 800.650.3120; or email dbeck@lgrms.com.

SAFETY ACTION PLAN

Member:	Effingham County Board of Commissioners - ACCG Worker's Compensation	Time Period:	2023
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Loss Trend Analysis – Top Office/Departments by Loss Type by % of Claims Dollars


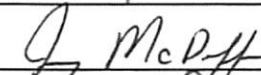
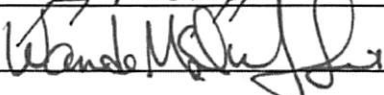
#1 Focus Office / Department:		Effingham County Sheriff's Office
#	Loss Type (Cause)	% of Claims Dollars
1	Motor Vehicle	46%
2	LE Ops	40%
3	Non-Category	7%

#2 Focus Office / Department:		Emergency Medical Services (EMS)
#	Loss Type (Cause)	% of Claims Dollars
1	Motor Vehicle	90%
2	Fire Ops	5%
3	Non-Category	4%

Action Items

#1 Focus Office / Department		Effingham County Sheriff's Office		
Loss Types FOCUS		Motor Vehicle		
Risk Reduction Goal		Reduce incidents by 20%		
#	Action Item	Owner's Name	Target Date	Status
1	Due regard with vehicle operation and risk reduction analysis of claims	Sgt. 1st Class Danny Harrington	OCTOBER 2023	CLOSED
2	De-escalation training for entire staff and alternative apprehension methods	Sgt. 1st Class Danny Harrington	OCTOBER 2023	CLOSED
3	The Essentials of Law Enforcement Driving: Hazards and Controls	Sgt. 1st Class Danny Harrington	MARCH 2023	COMPLETED

#2 Focus Office / Department		Emergency Medical Services		
Loss Types FOCUS		Fire Ops		
Risk Reduction Goal		Reduce by 50%		
#	Action Item	Owner's Name	Target Date	Status
1	Review claim losses with safety meeting	Wanda McDuffie	April 2023	COMPLETED
2	Training on proper body mechanics to establish best practices for routine activities	Wanda McDuffie	September 2023	OPEN
3	Due regard driving training class and mass violence training for all staff	Wanda McDuffie	June 2023	CLOSED

	Print Name	Signature	Date
Top Elected Official / Administrator / Manager			4/24/23
Leader of #1	Jimmy McDuffie		04-20-23
Leader of #2	Wanda McDuffie		4-20-2023

SAFETY ACTION PLAN

Member:	Effingham County Board of Commissioners - ACCG IRMA	Time Period:	2023
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Loss Trend Analysis – Top Office/Departments by Loss Type by % of Claims Dollars

#1 Focus Office / Department:		Effingham County Sheriff's Office
#	Loss Type (Cause)	% of Claims Dollars
1	Motor Vehicle	92%
2	LE Ops	7%
3	Property	1%

#2 Focus Office / Department:		Public Works/Road
#	Loss Type (Cause)	% of Claims Dollars
1	Motor Vehicle	99%
2	General	1%
3	Roads	0%

Action Items

#1 Focus Office / Department		Effingham County Sheriff's Office		
Loss Types FOCUS		Motor Vehicle		
Risk Reduction Goal		Reduce Incidents by 55% (Goal to reduce to less than 30 incidents)		
#	Action Item	Owner's Name	Target Date	Status
1	Vehicle training focused on physical, cognitive, visual driving techniques	Sgt. 1st Class Danny Harrington	May 2023	COMPLETED
2	De-escalation training for entire staff	Sgt. 1st Class Danny Harrington	October 2023	CLOSED
3	The Essentials of Law Enforcement Driving: Hazards and Controls	Sgt. 1st Class Danny Harrington	MARCH 2023	COMPLETED

#2 Focus Office / Department		Public Works / Road (EOM)		
Loss Types FOCUS		Motor Vehicle		
Risk Reduction Goal		Reduce Incident by 75% (Goal to reduce to less than 1 incident)		
#	Action Item	Owner's Name	Target Date	Status
1	Review claim losses with safety committee	Kristen Achtziger	March 2023	COMPLETED
2	Risk Reduction Analysis of Claims	Kristen Achtziger	March 2023	COMPLETED
3	Additional training for staff	Kristen Achtziger	April 2023	COMPLETED

	Print Name	Signature	Date
Top Elected Official / Administrator / Manager	<i>[Signature]</i>	Timothy Callanan	4/24/23
Leader of #1	Jimmy McDuffie	<i>[Signature]</i>	04-20-23
Leader of #2	Kristen Achtziger	<i>[Signature]</i>	4/19/23



CRISISRISK STRATEGIES

06/14/2023


CERTIFICATE OF ACHIEVEMENT

PRESENTED TO

Libby Kessler

The above named has completed CrisisCoordinator™ certification requirements and is entitled to claim and display the certification.

Certification is valid for one year from the above certification date.


James W. Satterfield
President and Co-Founder
CrisisRisk Strategies





EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice: Section 6.15	Issue Date: 04/20/2021 New <u> X </u> Revised <u> </u> Supersedes Policy Dated:
Title: SEAT BELT USE	Approved By Effingham County Board of Commissioners

6.15 – SEAT BELT POLICY

A. STANDARD

Effingham County values the lives and safety of our employees and recognizes that seat belts are extremely effective in preventing injuries and loss of life. The simple act of buckling up reduces the chance of serious injury or death by 40% to 60%. We care about our employees, and want to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts.

It will be Effingham County's policy that seat belts shall always be properly used by both drivers and passengers while traveling on official company business. Proper use constitutes proper adjustments as well as proper latching of the unit. Employees are strongly encouraged to use their seat belts off the job as well. The purpose of this policy is to establish mandatory belt use as an organizational priority and designate responsibility for implementation and enforcement. The seat belt use policy applies to all employees and occupants of any vehicle driven by employees, including rentals and personal vehicles when used on official company business.

B. PROCEDURES

1. In addition to following all traffic regulations, all employees and their passengers are required to use a seat belt when traveling in any vehicle while in the course of conducting Effingham County business. The requirement applies to business travel in a vehicle owned by the Effingham County, in a rental vehicle and in a vehicle owned by an individual employee, regardless of whether the employee is compensated for the use of his/her vehicle.

2. Exceptions to this seat belt policy include the following:



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice Section 6.15	Title: SEAT BELT USE
--	-----------------------------

- a) Tractors/equipment without a "Roll-Over Protection System (ROPS)"
- b) Specialized construction equipment.
- c) Other exceptions must be requested in writing giving a full justification. Requests will be addressed to the Human Resources Department for approval.

3. If an employee is provided an Effingham County owned vehicle that is used in the course of his/her employment and is also available for that employee's personal use, that employee, together with all passengers who occupy the vehicle at any time and for any purpose, whether business-related or personal, are required to use seat belts at all times the vehicle is in motion.

4. The use of seat belts is to be considered a condition of employment with this company. Failure to abide by this stated policy will be considered a breach of that condition of employment and subject the person in violation to disciplinary action, including suspension and possible termination.

5. Seat belts in all Effingham County owned vehicles are to be maintained so that they are clean and in good working order.

6. Department Heads shall make employees available for necessary training and orientations on the use of seat belts.

7. Managers and supervisors must demonstrate their commitment to this policy by communicating it to their employees, monitoring compliance, evaluating effectiveness and taking disciplinary action against violations.

8. Employees who receive an auto allowance or for any other reason for operating their personal vehicle on Effingham County business are required to wear their seat belts in their personal vehicles as well as those in Effingham County owned vehicles.



Effingham County Board of Commissioners

Drug Free Workplace Policy Acknowledgment *(Substance Abuse)*

I have received and read a copy of Effingham County Board of Commissioners' Drug Free Workplace Policy and fully understand my obligations and responsibilities as outlined therein.

Employee Signature

Date

Witness Signature

Date



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice: Section 2.07	Issue Date: 11/3/2020 New _____ Revised <u>X</u> Supersedes Policy Dated:
Title: Substance Abuse	Approved By Effingham County Board of Commissioners

2.07 - SUBSTANCE ABUSE

A. GENERAL

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

B. STANDARD

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



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

Standards of Practice Section 2.07	Title: Substance Abuse
--	-------------------------------

C. SCOPE

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

D. DEFINITIONS

1. **Covered Substances**

The following substances are covered by this policy:

- a. Alcoholic beverages of any kind.
- b. Controlled and/or illegal drugs or substances, including all forms of narcotics, hallucinogens, depressants, stimulants.
- c. Oils containing CBD or any other product containing CBD.
- d. Other drugs that are restricted or prohibited by law from use, possession, or transfer.

2. **Prohibited Activities**

The following activities are prohibited while an employee is on County premises or otherwise engaged in County business:

- a. The manufacture, possession, use, sale, distribution, dispensation, receipt, or transportation of any controlled substance or illegal drug;
- b. The consumption of alcoholic beverages;



EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Human Resources Standards of Practice

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c. Being under the influence of alcohol, illegal drugs, or substances in any manner during business hours, whether or not consumed on County premises and whether or not consumed outside of, or during, working hours. This includes being impaired by lawfully prescribed drugs that have been abused; and,

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

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

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

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

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

3. **Safety Sensitive Positions**

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

- a. authorized to drive any Effingham County vehicle; or
- b. required to carry a Commercial Driver's License; or



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- c. who carry a weapon in the course of performing their jobs; or
- d. who serve as dispatchers and Communications Officers; or
- e. who serve as medical service providers; or
- f. who serve as firefighters; or
- g. who have physical custody of detained persons in the course of performing their jobs; or
- h. who operate heavy equipment and/or motorized equipment and machinery.

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

E. PROCEDURE

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

1. Current Employees

Each current employee will be provided with a copy of this policy and the Substance Abuse Acknowledgement form. By signing this form, each employee acknowledges that he/she has received the policy, understands, and agrees to the provisions of this policy. If a current employee refuses to comply with the provisions of this policy, then that employee will be immediately terminated. All completed forms will be forwarded to the Human Resource Department.



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2. New employees

Each new employee shall, at the time of hire, be provided with a copy of the policy and the acknowledgement form. The new employee must read the policy and sign the form before being permitted to work.

F. COMPLIANCE WITH TESTING REQUIREMENTS

1. Pre-Employment Drug and Alcohol Testing

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

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

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

- (1) Prohibited Substances:

Marijuana	Opiates/Narcotics	Amphetamines
Cocaine	PCP (hallucinogens)	Sedatives
Methaqualone	Stimulants	Benzodiazepines
Alcohol	Cannabidiol (CBD)	

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

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

2. Random testing



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

3. Employee Assistance Program

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

4. Post Accident testing

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

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

5. Reasonable Suspicion testing



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

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

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

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

c. The determination of whether reasonable suspicion exists shall be made by the Department Head or by the highest-ranking supervisory staff on duty at the time. The facts underlying the determination of reasonable suspicion shall be disclosed to the employee at the time the demand is made to submit to testing.



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d. Following the determination that reasonable suspicion exists, the employee's Department Head or designee shall transport to and from the testing site the employee. If an employee is found to be in violation of these regulations, then following the testing procedure, the person transporting the employee shall make appropriate arrangements to transport the employee home.

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

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

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

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

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

1. While hemp based CBD is legal in the State of Georgia, it is not regulated by the FDA.

2. Hemp based CBD contains amounts of THC, the psychoactive ingredient in marijuana, and when used can trigger a positive response on a drug test.



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The amount of THC in the hemp based CBD varies from manufacturer to manufacturer. There exists a possibility of testing positive on a drug test while using hemp based CBD.

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

7. Testing Procedures

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

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

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

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

d. If result of an Evidential Breath Test (EBT) is 0.02 or greater, a confirmation test must be conducted within at least 15 minutes, but not more than 20 minutes, after the completion of the initial test.

8. Confidentiality of Test Result



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All information from an employee's or job applicant's drug and alcohol test shall be confidential and only available to the management and the Human Resources Department. Disclosure of test results to any other person, agency, or organization shall be prohibited unless written authorization is obtained from the employee, job applicant, or by court order or subpoena. The results of a positive drug or alcohol test shall not be released until the results are confirmed.

9. **Disciplinary and Termination Policy**

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

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

- (1) Distributing controlled substances while on the job.
- (2) Operating a County vehicle while under the influence of drugs and/or alcohol.
- (3) Felony conviction for violation of drug laws.
- (4) Testing positive for drugs or alcohol under the provisions of this policy.
- (5) Refusal to submit to a drug test required by the provisions of this policy.
- (6) Failure to disclose a drug problem
- (7) Failure to participate in a random drug monitoring program.



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Standards of Practice: Section 6.13	Issue Date: 6/15/2021 New <u> X </u> Revised _____ Supersedes Policy Dated:
Title: Effingham County Cell Phone Use	Approved by Effingham County Board of Commissioners Initials and Date:

6.13 - COUNTY CELL PHONE USE

A. STANDARD

The purpose of this policy is to describe the regulations for cell phone administration, business, and personal use, department accountability/responsibility, individual responsibilities, safety measures, and service providers.

Cell phones include, but are not limited to, any wireless telecommunications devices, traditional cellular phones, smartphones, push-to-talk phones, etc.

B. PROCEDURE

This policy shall apply to any person that has been issued a cell phone from the Effingham County Board of Commissioners. Such devices shall be those issued to or used by employees or elected officials for business purposes.

To qualify for a County-issued cell phone, a determination must first be made that having a cell phone is an essential part of the employee's job function and/or official duties. Using the following criteria, department heads shall determine which employees within their departments qualify for a County-issued cell phone.

1. Senior management staff in an exempt position who must be available to receive and place time sensitive calls and/or are considered on a permanent on-call status.
2. Full-time employees whose duties and responsibilities require them to maintain voice contact with the County while away from the office or to be accessible outside of normal working hours may be eligible for a County cell phone or cell phone stipend.



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- 3. Full-time employees whose duties require continual data access in addition to cell phone service while away from the office or outside normal working hours may be eligible for a hotspot or hotspot reimbursement.

C. CELL PHONES (GENERAL)

- 1. The need for a County-purchased cell phone and securing all necessary funds will be the responsibility of each department head. Costs include any cost for the device, protective case/folio, monthly service fees, licensing fees, client access licenses, business applications, and Mobile Device Management (MDM) licensing.
- 2. Any County-issued cell phone shall be managed by MDM software and licensing, chosen and managed by the Information Technology (IT) Department.
- 3. Conditions which must be met for any cell phone to be enabled to access County email:
 - a. All cell phone users must sign a waiver (Mobile Device Security Request Form) acknowledging the employee has read the Cell Phone Policy and agrees to abide by all policy statements within and as may be amended by the County.
 - b. All department heads and/or equivalent shall be aware of the Federal Labor Standards Act (FLSA) provisions regarding compensation of employees for all time worked and must ensure that non-exempt employees understand and are complying with the appropriate use of email during non-scheduled work hours.
 - c. Non-Exempt Employees granted access to email on cell phones shall strictly follow work schedules when replying to any email request. Replying when not at work or otherwise "on the clock" is not authorized



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for Non-Exempt Employees without explicit written directions from the Department Director or equivalent and/or the County Manager or designee.

- d. All email-enabled devices shall be required to automatically "lock" after a reasonable period of inactivity (no longer than 5 minutes) and must be password protected to "unlock" the device. This is to secure a device left unattended from parties not governed by this policy. These policies shall be enforced by the Mobile Device Management Client.
- 4. For any device approved for connection to the County network, it shall be considered a violation of this policy for any changes to be made to the operating system provided by the manufacturer (i.e., "jail broken" or "rooted"). Any unauthorized changes to the operating system of any device compromises security and will result in termination of service to the device.
- 5. Upon resignation/termination of employment, or at any time upon request, the employee shall produce the cell phone for return or inspection. Employees unable to present the cell phone in good working condition within one business day from the requested time shall be solely responsible for the full cost of a replacement.

D. SAFEKEEPING AND CUSTODY

- 1. The Information Technology Department is responsible for establishing agreements with cell phone providers.
- 2. The Information Technology Department shall maintain a list of County employees who have County-issued cell phones which list shall include the following:
 - a. Date the service was initiated;
 - b. Date the service was terminated;
 - c. Serial number for the equipment;
 - d. Company providing the service;



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- e. Equipment purchase price;
- f. Data setup fees; and
- g. Monthly service fees.

E. PERSONAL USE OF COUNTY-ISSUED CELL PHONES

1. Limited personal use of a County-issued cell phone may be acceptable, so long as:
 - a. Personal use of devices does not interfere with regular work activity and performance.
 - b. Downloading personal applications must be approved by the Information Technology Department. Other "for a fee" downloads are prohibited from being downloaded to a County owned cell phone.
 - c. Devices must maintain enough memory/storage space to run all business-related applications and functionalities.
 - d. Personal does not compromise the security of County information retained on or accessible from the device.
 - e. Other "for a fee" downloads such as music, videos, movies, etc.: it will be the sole responsibility of the end-user/employee to pay for any downloaded media of any type for which a fee is charged. It shall not be the responsibility of the County or the Information Technology Department or employee's Department to backup, maintain, or otherwise protect any personally downloaded application, content, music, video, movie, etc., unless expressly approved and paid for by the County.

F. WHILE OPERATING A VEHICLE

1. Employees whose job responsibilities include regular or occasional driving and who have a cellular phone for business use shall not use their phone while operating a motor vehicle on any public roadway, except in accordance with state law.



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2. Employees who are charged with traffic violations resulting from the use of their cell phone while driving will be solely responsible for all liabilities that result from such actions.
3. If a County vehicle is involved in an accident, the employee's supervisor or County Manager may request to see the driver's cell phone to determine if the driver was using the phone at the time of the accident.

G. NOTIFICATION OF DAMAGED OR STOLEN COUNTY-ISSUED CELLULAR PHONES

Employees are responsible for maintaining adequate physical protection for all equipment issued to them by the County. Employees shall promptly notify their direct supervisor and the Information Technology if any County-issued cellular phone is damaged or stolen. If a County-issued cell phone is stolen, the employee will be required to file a police report.

H. ACCESS TO CELL PHONE STATEMENTS AND RECORDS

1. The County reserves the right to monitor the billing and usage of all County-issued cell phones and has the authority to withhold any improper/unauthorized charges from the employee's wages for reimbursement purposes.

2. By accepting the use of a County cell phone, the employee agrees to promptly reimburse the County for all personal charges made which are deemed by the County to be excessive in frequency and duration. If reimbursement for unlimited plans or when actual charges cannot be determined, other disciplinary actions may be issued.

3. Employees who have a County-issued cell phone acknowledge that there is no expectation of privacy when using County-provided cellular phones. The County has the right to review all records related to cellular and/or wireless devices including but not limited to phone logs, text messages, and internet usage logs. Users should further be aware that all records are subject to disclosure under the Georgia Open Records Act and subpoena.

Staff Report

Subject: Approval of Amendment #2 to the Food Services Agreement between Effingham County and Summit Food Service

Author: Alison Bruton, Purchasing Agent

Department: Prison/Jail/Senior Center

Meeting Date: July 18, 2023

Item Description: Approval of Amendment #2 to the Food Services Agreement between Effingham County and Summit Food Service

Summary Recommendation: Staff recommends Approval of the Amendment with Summit Food Services.

Executive Summary/Background:

- Effingham County currently has an agreement in place with Summit Food Services to provide meals to the Prison and Senior Center.
- Amendment #2 extends the current agreement with Summit Food Services through August 31, 2023. Staff is currently in the process of re-bidding these services and this amendment allows coverage in the event that a new vendor is chosen.

Alternatives for Commission to Consider

1. Approval of Amendment #2 to the Food Services Agreement between Effingham County and Summit Food Service
2. Do not approve Amendment 2

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, Prison, Senior Center, Finance

Funding Source: appropriate operating budgets

Attachments:

1. Summit Food Service Agreement – 2018
2. Amendment 1 to the Food Services Agreement
3. Amendment 2 to the Food Services Agreement

FOOD SERVICE PARTNERSHIP AGREEMENT

This Food Service Partnership Agreement is made and entered into by and between Effingham County Board of Commissioners, 601 North Laurel Street, Springfield, Georgia 31329 (“Client”), and Summit Food Service, LLC, 1751 County Road B West, Suite 300, Roseville, Minnesota 55113 (“Company”) (collectively “the Parties”).

1. TERM AND INTENT

- 1.1 Client grants Company the exclusive right to provide Food Service, to operate the Food Service Facilities, and to provide to Client, employees, guests and other persons at the Premises such Food Service and Products.
- 1.2 This Agreement shall commence on March 9, 2018 (the “Commencement Date”) or sooner if mutually agreed upon in writing by both of the Parties. The Agreement will remain in effect through March 8, 2021. The Agreement shall automatically renew for an addition two (2) year period, unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

2. DEFINITIONS

- 2.1. **Accounting Period.** Company’s accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. **Agreement.** In order of precedence: (i) this Food Service Partnership Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company’s Proposal and (iii) the Solicitation.
- 2.3. **Food Preparation Equipment.** Equipment or appliances reasonably necessary for Food Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer and fire extinguishing equipment that is in good condition and of a commercial grade.
- 2.4. **Food Service.** Operations and Products to be provided by Company in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises.
- 2.5. **Food Service Facilities.** Space for Company to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office and storage areas.
- 2.6. **Governmental Rule.** Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).
- 2.7. **Office Equipment.** All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. phone), parking spaces and locker/break room facilities.
- 2.8. **PCI Standards.** All rules, regulations, standards or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.
- 2.9. **Premises.** The Client’s food service facilities located at:

Effingham County Prison (Kitchen Location)

331 Highway 119 South
Springfield, Georgia 31329

Effingham County Jail
130 East 1st Street
Springfield, Georgia 31329

Effingham County Senior Citizens Center
128 Stillwell Road
Springfield, Georgia 31329

- 2.10. Products. Food, beverages, goods, merchandise, and supplies.
- 2.11. Proprietary, Confidential and Trade Secret Information. Items used in Company Food Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.
- 2.12. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, and carts.
- 2.13. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 2.14. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.
- 2.15. Utilities and Amenities. All utilities reasonably requested by Company to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

3. FOOD SERVICES

- 3.1 Food Service. Company will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to Client's employees, staff and guests.
- 3.2 Program Specifications.
 - A. Menu. Company shall provide a 3,300 calorie menu and menu cycle. Company shall provide a hot breakfast, cold lunch and hot dinner, unless otherwise agreed to by the Parties. Meals provided to the Senior Center shall be in accordance with the Center of Aging Standards.
 - B. Inmate Labor. Client shall provide fifteen (15) inmates per shift as labor at the food service facility. To the extent Client is unable to provide inmate labor as specified in this section, the parties shall renegotiate pricing to encompass any additional labor costs borne by Company.

- C. Bag Lunches. Company shall provide bag lunches as agreed to by the Parties.
 - D. Medical Meals. Company shall provide required medical meals at the direction of Client's medical staff.
 - E. Special Functions/Catering. Company shall provide Food Service for special occasions, including Client's conferences, dinners, meetings, parties and other functions, as well as catering services to employees, guests and outside groups in connection with this Agreement. Fees for these services shall be governed by the menu, manner and time of service, and shall be established by mutual agreement of Company and Client or the party sponsoring the Special Function.
 - F. Locations. Company shall operate and manage Food Services at the Premises and locations as the Client and Company mutually agree.
 - G. Hours. Company shall provide necessary Food Services at such hours as the Client and Company mutually agree.
- 3.3 Purchasing. Company shall purchase those Products and supplies necessary to comply with Company's obligations as set forth in this Agreement from Company's approved vendors that meet Company's guidelines and requirements.
- 3.4 Inventory. Company will purchase and own all inventories of food, beverages, and supplies. Upon termination of this Agreement for any reason, at Company's option, (i) Company may remove and retain any remaining Product inventory or (ii) Client will purchase from Company, at Company's invoice cost, any remaining Product inventory.
- 3.5 Cleaning. Company and Client shall be jointly responsible for housekeeping and sanitation in the food preparation, storage and service areas of Premises. Company shall perform routine cleaning and housekeeping in the food preparation and service areas. Client shall perform major cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers, pest control and roof fans throughout the Food Service Facilities as defined herein. Client shall be responsible for setting up and cleaning the Premises for functions not managed by Company, in addition to any related charges. Client shall be responsible for removal of refuse from the collection areas and all refuse removal charges.

4. EMPLOYEES

- 4.1. Employees. Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Company will consider Client's written requests to remove Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.
- 4.2. Existing Employees; Employment Terms; Employee Pension and Benefit Plans. Company in its sole discretion may elect to hire any managers or employees of Client or Client's incumbent foodservice provider (collectively, "Existing Employees") who are qualified, available and willing to provide Food

Service at the Premises. Company shall have the authority to establish the terms of employment for all current Company managers and employees (including Existing Employees that Company may elect to hire in connection with this Agreement). Client represents that such Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.

- 4.3. Wages and Hours. Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 4.4. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.
- 4.5. Background Checks. Client shall conduct, and pay all costs associated with, necessary background checks as required by law.
- 4.6. Equal Opportunity and Affirmative Action Employer. Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.
- 4.7. Non-Hire. Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

- 5.1 Premises. The Premises shall be in good condition and maintained by the Client to ensure compliance with applicable Governmental Rules and to enable Company to perform its obligations hereunder. Client shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Company shall have no obligation to maintain or repair the Premises.
- 5.2 Equipment. Without limiting the foregoing, Client shall permit Company to use all of the Client's Food Preparation Equipment in the performance of Food Service. The Food Preparation Equipment provided by Client shall be commercial grade, in good condition and shall be maintained, repaired and replaced by Client to permit the performance of the Food Service and to ensure compliance with applicable Governmental Rules. Company and Client shall inventory

Client's current Equipment within thirty (30) days after the Commencement Date. Company shall take reasonable care of all Food Preparation Equipment under its custody and control, provided that the foregoing shall not limit Client's obligation to maintain, repair and replace (as necessary) the Food Preparation Equipment. If Client fails to make necessary repairs or replacement to equipment within a reasonable amount of time, Company shall have the right to effect equipment repairs or replacements at Client's expense. Company shall retain title to equipment hereunder and shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section provided that once the cost of the purchased equipment or equipment repair has been recovered, Company shall release the security interest and title for any such purchased equipment to Client.

- 5.3 Facilities, Utilities. At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Food Service and to ensure compliance with Governmental Rules.
- 5.4 Smallwares and Servicewares. At its own expense, Company shall furnish disposables, smallwares, cleaning supplies, and carts. At its own expense, Client shall furnish trays.
- 5.5 Vehicle. At its own expense, Client shall furnish a vehicle to allow Company to deliver meals as required by this Agreement. Client shall be solely responsible for any and all costs associated with delivery vehicles including, but not limited to, fuel, maintenance and insurance.
- 5.6 Computer Equipment.
- A. Internet Access. If Company is to implement a point-of-sale system, Client shall either allow Company to use Client's point-of-sale- system ("POS System") and required internet access or, in the alternative, shall provide and maintain the system requirements necessary for Company to install and maintain its own POS System. To the extent Company installs and maintains its own POS System, Client shall provide electrical outlets and wireless IP network connectivity terminating in necessary cabling connection between the cash registers, the time-clocks, the foodservice office and Company's router. Client shall allow Company and the internet provider physical access to the area where a high-speed internet connection will be installed, and shall permit Contractor's installation of a router and dedicated high-speed internet circuit with full administrative control to establish a connection between the foodservice office, workstations (if any) and Company's network.
- B. Software. Company will license products, software and maintenance for use in providing services in accordance with this Agreement. Company has procured a license to access and use Company's centralized Nutritional Database ("NDB") for nutritional analysis, menu planning and other operational purposes for Client's Premises. Client agrees that all software associated with the operation of the Food Service, including without limitation, the NDB, food production systems, and accounting systems, is owned by or licensed to Company. Client's access or use of such software shall not create any right, title, or copyright in such software. Upon termination of this Agreement, Client shall have no right to access or retain any Company software or Confidential Information produced by that software.
- C. Credit Card Processing. If requested by Client, Company will accept and process credit card payments for sales of food, beverage, goods, merchandise and services in the Food Service operation. If Company processes credit card transactions using equipment solely provided by Company, then Company will be responsible for compliance of its equipment in accordance with PCI Standards. If Company uses computers, software, network equipment ("Systems") or

other property of Client to process credit card transactions, then Client will be required to provide Systems that fully support PCI standards and requirements or reimburse the Company for the acquisition of Systems that sufficiently meet the requirements of current PCI Data Security Standards. In that case, if Company is considered the "merchant of record", Client will provide Company with a certificate of compliance if requested by Company.

6. LICENSES, PERMITS AND TAXES

- 6.1 Licenses and Permits. Company shall procure, maintain and post the food licenses and permits as required by law. Client represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Premises and the Food Services. The Client agrees to notify Company immediately upon receiving notice of loss of any such permit or license.
- 6.2 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Food Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

7. FINANCIAL ARRANGEMENTS

- 7.1 Payment Arrangement.
- A. Inmate Meal Rate.
- a. For a Scaled Rate. Client shall pay Company the rate per Meals served as provided on the attached Exhibit A. The rate shall not include charges for religious meals, supplements, cleaning supplies, equipment purchases or repairs.
- b. Religious Meals. Client shall pay Company the rate of \$4.50 per meal for pre-packaged religious meals.
- B. Service and Pricing Assumptions. To the extent any of the basic assumptions change or if Client requests a significant change in Services as provided under the Agreement, the Company's base rate shall be proportionately increased, unless the Parties otherwise mutually agree.
- C. Advance Payment. Prior to the commencement of operation hereunder, Company shall submit to the Client a proposed budget for the year. After the budget is approved and agreed to by the Client, it shall advance to Company one-twelfth (1/12) of the budget within seven (7) days of the date of Company's invoice. The amount of this advance will

be retained by Company as a deposit and will be used to off-set the amounts due by Client upon termination of the Agreement. The advance will be adjusted at the beginning of each fiscal year based upon the agreed budget.

- 7.2 **Payments Due and Late Payment Penalty.** Company shall issue an invoice at the end of each week (which shall run Friday through Saturday) showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein.
- 7.3 **Equipment Investment.** Company shall make an investment by purchasing a Planetary Mixer and an Electric Food Cutter. The cost of this investment shall be amortized with payments made over a sixty (60) month period beginning with the effective date of this Agreement. The monthly amount due to Company for its investment is \$380.43 which is included in the calculation of costs outlined in Section 7.1. However, should this Agreement be terminated for any reason prior to the conclusion of this sixty (60) month period, any outstanding amount owing, which shall be calculated based on the monthly amount due multiplied by the number of months remaining under the sixty (60) month term, shall immediately be due and owing to Company.
- 7.4 **Right to Offset.** In the event that Client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and menu offerings to further off-set any losses.
- 7.5 **Change in Conditions.** The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.
- 7.6 **Future Pricing.** Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home. Up to ninety (90) days prior to the anniversary of the

Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

- 7.7 Attorney's Fees and Costs. Client shall pay all costs of collecting any amount due Company, including attorney's fees and all costs and other expenses incurred by Company in collecting an indebtedness of Client. This provision shall survive the termination of the Agreement.

8. TERMINATION OF THE AGREEMENT.

- 8.1 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) ninety (90) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within ninety (90) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- 8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice. Provided, however, that Client agrees to provide Company thirty (30) days' notice before filing a petition for bankruptcy.
- 8.3 Voluntary Termination. At any time after ninety (90) days of service, either Party may terminate this Agreement with or without cause by written notice to the other party given not less than ninety (90) days prior to the effective date of termination.
- 8.4 Steps Upon Termination. Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement. Upon termination of this Agreement, Company shall surrender the then-current Food Preparation Equipment to Client in the condition as it was delivered on the Commencement Date (or, if later, in the condition in which such Food Preparation Equipment was placed into service), excepting ordinary wear and tear, damage resulting from Client's failure to maintain the Food Preparation Equipment and other damage (including damage caused by force majeure) for which Company is not responsible hereunder.
- 8.5 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Food Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party

Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

9. INDEMNIFICATION; INSURANCE

- 9.1 **Insurance.** Both Client and Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. **Client Insurance.** Client shall procure and maintain insurance for the Premises, the Food Preparation Equipment and any Smallwares, Servicewares and food and beverage inventory against all loss or damage as insured against under a commercial property causes of loss – special form policy (or any successor policy form).
- B. **Company Insurance.** Company shall procure and maintain the following insurance:
1. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
 2. Comprehensive General Liability Insurance, with limits of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
- C. **Subrogation.** Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.
- 9.2 **Indemnification.** Each Party agrees to provide the following indemnification:
- A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client's rules or requirements. Any portion of this Agreement regarding indemnification applies only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden

City, 277 Ga. 248, 588 S.E.2d 688 (2003). Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the client, its officials, or employees are legally entitled.

- B. Notice of Indemnification. A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

10. GENERAL AGREEMENT TERMS

- 10.1 Confidentiality. Neither Client, nor Client's employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client's access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client's possession relating to Company's services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.
- 10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.
- 10.3 HIPAA Compliance. The parties agree to abide by applicable HIPAA requirements as set forth in Exhibit A.
- 10.4 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.
- 10.5 Notice. Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:
- | | |
|---|------------------------------------|
| Effingham County Board of Commissioners | Company |
| 601 North Laurel Street | Attn: President & CEO |
| Springfield, GA 31329 | 1751 County Road B West, Suite 300 |
| | Roseville, MN 55113 |

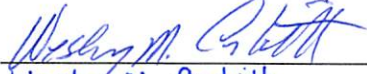
- 10.6 **Excused Performance.** If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.
- 10.7 **Assignment or Transfer.** Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.
- 10.8 **Entire Agreement; Waiver.** This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Food Services.
- 10.9 **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.10 **State Guidelines.** Client hereby agrees that the validity and construction of this Agreement shall be governed by Georgia law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Georgia. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof.
- 10.11 **Limitation of Liability.** Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 10.12 **Severability.** Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 10.13 **Authority.** Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the

full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

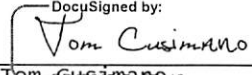
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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

CLIENT

Signature: 
Name: Wesley M. Corbitt
Title: Chairman
Date: 03/06/2018

COMPANY

Signature: 
Name: Tom Cusimano
Title: President & CEO
Date: 3/6/2018

This agreement was approved by the BOC
02/20/2018

**Amendment No. 1 to the
Food Services Partnership Agreement
Executed March 6, 2018
between
Board of Commissioners of Effingham County
and
Summit Food Service**

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 7th day of June, 2022 by and between the **County of Effingham** ("COUNTY") with offices at 804 S Laurel Street, Springfield, GA 31329 and **Summit Food Service** with offices at **500 E. 52nd Street N., Sioux Falls, SD 57104.**

WHEREAS, THE COUNTY and Summit Food Service entered into a Contract dated March 6, 2018 for Food Services for the Prison and Senior Center (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The amendment allows the agreement to continue until June 30, 2023.
2. Fee: This Amendment allows for an increase in the contracted fee. The fee will increase as shown on Attachment A.
3. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendments to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Summit Food Service

Effingham County Board of Commissioners

By: DocuSigned by:
Marlin C. Sejnoha, Jr.
DBE52592D58F428...

By: Wesley M. Corbitt

Printed Name: Marlin C. Sejnoha, Jr.

Printed Name: Wesley Corbitt

Title: President and CEO

Title: Chairman

Dated: 6/14/2022

Dated: 06/07/2022



500 E. 52nd
 Sioux Falls, SD 57104
 Office: 605.444.50240
www.summitfoodservice.com

March 3, 2022

Warden Walker,

Summit Food Service, LLC wishes to exercise the option to renew the Contractual Agreement for Inmate food service at the Effingham County Board of Commissioners.

Summit respectfully requests the current rates for meals be adjusted to the pricing scale below which reflects the increase of the Consumer Price Index, Food Away from Home Index, from January 2022 of 6.4%. The new pricing scale will be effective July 1, 2022 thru June 30, 2023. Summit agrees to continue the current menu. With the cost of inflation, as you know, it is vital for us to receive this increase to continue doing business.

Pricing per meal shall be as follows:

POPULATION SCALE	CURRENT PRICE	NEW RATE
Inmates Monthly		0.0000
< 30,000	1.5700	1.6705
30,001 - 35,000	1.4700	1.5641
> 35,001	1.3700	1.4577
		0.0000
		0.0000
Seniors Monthly		0.0000
< 3,000	4.5000	4.7880
3,001 - 3,500	3.7500	3.9900
3,501 - 4,000	3.4000	3.6176
> 4,000	3.2500	3.4580

Officer meals will be billed at corresponding scale point of that week.

Please let me know if you have any questions or concerns. Thank you for your continued support and partnership!

Best Regards,

Kim Robertson

Summit - Corrections Division

District Manager

Office: 731.592.9503

kim.robertson@summitfoodservice.com

AMENDMENT #2 TO THE FOOD SERVICE PARTNERSHIP AGREEMENT

This Amendment is made and entered into by and between Effingham County Board of Commissioners (“Client”), and Summit Food Service, LLC (“Company”) (collectively “the Parties”).

WHEREAS, The Parties have entered into a certain Food Service Partnership Agreement (the “Agreement”), effective March 9, 2018

WHEREAS, The Parties have agreed to extend the partnership; and

WHEREAS, The Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for two (2) additional months beginning July 1, 2023 and ending August 31, 2023.
2. **Future Pricing.** Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

This Amendment is effective as of July 1, 2023. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT: Effingham County Board of Commissioners

COMPANY: Summit Food Service, LLC

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: President
 Date: _____

Staff Report

Subject: Approval of Change Order #3 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management (*tabled May 2, and May 16, 2023, and removed June 6, 2023*)

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: July 18, 2023

Item Description: Change Order #3 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

Summary Recommendation: Staff recommends approval of Change Order #3 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

Executive Summary/Background:

- The original agreement with RCE for the FDRE of Ash Roads included 13 different roads/areas. Six (6) of the roads were moved from the FDRE project and moved to the LMIG 2022 project.
- Change Order 1 reflected the engineering costs of those six roads and moved them to the LMIG 2022 Agreement with RCE, which will result in a deduction of **(-\$65,000)**.
- Change Order 2 reflected a partial adjustment to this task order fee to cover the additional fees incurred within the February and March 2023 invoices in the amount of \$16,000.00.
- Change Order 3 is being requested to close out the agreement for LMIG 2022. \$1,594.50 will be reimbursed to Effingham County by Roberts Civil Engineering due to a billing error for the March 2023 invoice, and the \$10,151.35 request will bring the contract total to match the amount paid for services and closeout the project.

Alternatives for Commission to Consider

1. Approval of Change Order #3 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management
2. Deny Change Order #3
3. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Project Manager, Purchasing

Funding Source: TSPLOST

Attachments:

1. Change Order #3
2. Request from Roberts Civil Engineering

Change Order # 3

Project: 21-25-004 – Engineering for FDRE for Ash Roads - TSPLOST

Contract Date: June 15, 2021

Change Order Effective Date: July 18, 2023

Change Order Issued to: Roberts Civil Engineering
301 Sea Island Rd., Suite 10
St. Simons Island, GA. 31522

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Additional Work Incurred –	\$10,151.35	\$10,151.35
	TOTAL		\$10,151.35

Original Contract Total	\$449,285.00
Change Order 1	(\$65,000.00)
Change Order 2	\$16,000.00
Contract Total	\$400,285.00
Payment Total	\$412,030.85
To be Reimbursed by RCE	(\$1,594.50)
Final CO3 Amount	\$10,151.35
Final Contract Total	\$410,436.35

Owner
 Effingham County Board of Commissioners
 804 S. Laurel Street
 Springfield, GA 31329

Contractor
 Roberts Civil Engineering
 301 Sea Island Rd., Suite 10
 St. Simons Island, GA. 31522

By: _____

By: _____

Date: _____

Date: _____



ROBERTS
CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston
www.robertscivilengineering.com

**Additional Work Authorization and Project Closeout
FDRE TSPLOST Roads
Effingham County, GA**

On this ___ day of _____, 2023 the services below are proposed in addition to the executed Contract Agreement between **Effingham County** and **Roberts Civil Engineering, LLC** dated June 15, 2021. All terms of the aforementioned Contract Agreement shall remain in effect for all work.

1. Amended Contract Request

Original Contract Amount	\$400,285.00
Additional Work Incurred	\$ 11,006.50
Contract Received Amount	\$412,030.85
Amended Contract Amount	\$410,436.35

***Overage due to the following:**

- Coordination with Quality Control and solutions on chip seal roads
- Processing Ranger Change order #3
- Review and define logging damage and solution
- Time extension and remobilization due to logging delay

Final Contract Closeout Adjustment: \$-1,594.50

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.
ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer

CLIENT:

By: _____
For: _____
Its: _____

Staff Report

Subject: Approval of Change Order #2 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering (*tabled May 2, and May 16, 2023, and removed June 6, 2023*)

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: July 18, 2023

Item Description: Change Order #2 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering

Summary Recommendation: Staff recommends approval of Change Order #2 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering

Executive Summary/Background:

- Change Order 1 for this project contained two requests:
 - Request 1 was for the design and construction management for improvements to the Sandhill Complex entrance to assist with school traffic in the amount of \$13,200.00.
 - Request 2 was the \$65,000 that was deducted from the FDRE Design/CM Agreement. Six (6) of the roads from the FDRE project were moved to the LMIG 2022 project.
 - The total for this change order 1 was \$78,200.00 bringing the overall agreement total to \$136,227.00.
- Change Order 2 is being requested to close out the agreement for LMIG 2022. \$1,481.50 will be reimbursed to Effingham County by Roberts Civil Engineering due to a billing error for the March 2023 invoice, and the \$10,347.50 request will bring the contract total to match the amount paid for services and closeout the project

Alternatives for Commission to Consider

1. Approval of Change Order #2 to LMIG 2022 Support and CM Services Agreement with Roberts Civil Engineering
2. Deny Change Order #2
3. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Public Works

Funding Source: SPLOST/TSPLOST

Attachments:

1. Change Order
2. RCE Request

Change Order # 2

Project: 2022 LMIG Support and CM Services

Contract Date: December 15, 2021

Change Order Effective Date: May 16, 2023

Change Order Issued to: Roberts Civil Engineering
301 Sea Island Rd., Suite 10
St. Simons Island, GA. 31522

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Additional Work Incurred	\$10,347.50	\$10,347.50
	TOTAL	\$10,347.50	\$10,347.50

Original Contract Total	\$58,027.00
Change Order 1	\$78,200.00
Contract Total	\$136,227.00
Payment Total	\$148,056.00
To be Reimbursed by RCE	(\$1,481.50)
Final CO3 Amount	\$10,347.50
Final Contract Total	\$146,574.50

Owner
 Effingham County Board of Commissioners
 804 S. Laurel Street
 Springfield, GA 31329

Contractor
Roberts Civil Engineering
301 Sea Island Rd., Suite 10
St. Simons Island, GA. 31522

By: _____

By: _____

Date: _____

Date: _____



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**Additional Work Authorization and Project Closeout
2022 Effingham County LMIG
Effingham County, GA**

On this __ day of _____, 2023 the services below are proposed in addition to the executed Contract Agreement between **Effingham County** and **Roberts Civil Engineering, LLC** dated December 15, 2021. All terms of the aforementioned Contract Agreement shall remain in effect for all work.

1. Amended Contract Request

Original Contract Amount	\$136,227.00
Additional Work Incurred	\$ 10,489.00
Contract Received Amount	\$148,056.00
Amended Contract Amount	\$146,574.50

***Overage due to the following:**

Added Scope of work for the Sandhill Creek Sports Complex
Corinth Church Road Paving

Final Contract Closeout Adjustment: \$-1,481.50

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.

ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer

CLIENT:

By: _____
For: _____
Its: _____

Staff Report

Subject: Approval of Change Order #2 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering (tabled from May 2, 2023 and May 16, 2023, removed June 6, 2023)

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: July 18, 2023

Item Description: Change Order #2 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering

Summary Recommendation: Staff recommends approval for Change Order #2 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering in the amount of \$437,560.00

Executive Summary/Background:

- Change Order 1 was approved for the design and construction management of two additional intersections:
 - Hodgeville Road @ Scuffletown Road - \$74,242
 - Hodgeville Road @ Forest Haven Road - \$74,242
- Change Order 2 has been requested to add Right Of Way Acquisition Services and Lighting Design to the scope for a NTE total of \$437,560.00.
- The original contract amount is \$742,423.00
- Change Order 1: \$148,484.00
- Change Order 2: \$437,560.00
- The new contract total is \$1,149,767.00

Alternatives for Commission to Consider

1. Approval for Change Order #2 for Task Order 22-25-006 for the TSPLOST Intersections Design and Construction Management with Roberts Civil Engineering in the amount of \$437,560.00
2. Deny Change Order #2
3. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

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

Funding Source: TSPLOST

Attachments:

1. Change Order #2
2. RCE Request

Change Order # 2

Project: 22-25-006 – Engineering/Design of TSPLOST Intersections

Contract Date: December 7, 2021

Change Order Effective Date: July 18, 2023

Change Order Issued to: Roberts Civil Engineering
301 Sea Island Rd., Suite 10
St. Simons Island, GA. 31522

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Unit Price	Quantity	Total
1	Roberts – Senior Project Manager	\$190/hour	276 hours	\$52,440
2	Roberts – Administrative Assistant	\$75/hour	72 hours	\$5,400
3	Mr. Ronnie Lewis	\$190/hour	368 hours	\$69,920
4	Mr. Tim Wilson	\$190/hour	690 hours	\$131,100
5	Lighting – Additional Work Requested			\$178,700
	TOTAL			\$437,560

The original Contract Sum was.....\$ 742,423.00
 Net change by previously authorized Change Orders.....\$ 148,484.00
 The Contract Sum prior to this Change Order was.....\$ 890,907.00
 The Contract Sum will be increased by this Change Order.....\$ 437,560.00
 The new Contract Sum including this Change Order will be.....**\$ 1,328,467.00**

Owner
 Effingham County Board of Commissioners
 804 S. Laurel Street
 Springfield, GA 31329

Contractor
 Roberts Civil Engineering
 301 Sea Island Rd., Suite 10
 St. Simons Island, GA. 31522

By: _____

By: _____

Date: _____

Date: _____



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Additional Work Authorization TSPLOST Intersections Lighting Design Effingham County, GA

On this ___ day of _____, 2023 the services below are proposed in addition to the executed Contract Agreement between **Effingham County** and **Roberts Civil Engineering, LLC** dated December 7th, 2021. All terms of the aforementioned Contract Agreement shall remain in effect for all work.

1. Lighting Design Task Order

Additional Work Requested \$ 178,700.00

***Delivery of Work requested as follows:**

We understand that currently there are a total of eight (8) roundabouts/intersections which are requested to include lighting, most of which are local but two (2) of which are along State Routes and will require the full GDOT PDP, review, etc.

Per our conversation, we can provide the lighting design for the roundabouts to include the following services:

- Project management and coordination with other design aspects (throughout design process)
- Identify potential utility conflicts and necessary clearances related to lighting(throughout design process)
- Set up AGI32 files (lighting calculation software)
- Develop photometric calculations for three luminaire alternatives, including roundabout, vertical illuminance at each crosswalk and approach lighting as necessary.
- Set up and develop lighting sheets for delivery to County (and GDOT, if necessary)
- Finalize and submit final photometric calculations for review and approval
- Work with local utility company to determine electrical service point
- Develop conduit and cable plan
- Perform voltage drop calculations
- Develop preliminary plans
- Incorporate plan revisions as necessary
- Develop final plan sheets
- Develop construction details, including foundation details, single line diagrams, etc.
- Develop special provisions as necessary

For these services, we respectfully request a lump sum fee of \$140,000.00 for the design and delivery of a biddable set of plans for all eight (8) roundabouts/intersections with an HNTE fee estimated of \$38,700. For any roundabout which is removed from the scope of work, or lighting design not needed we can expect to reduce the fee lump sum fee by \$15,000 per roundabout. We understand that time is of the essence on these roundabout designs and will work with your team to ensure any deadlines are met as quickly and reasonably as possible.

****Note:** Proposed NTE Fee encompasses the Civil Engineering Services through the duration of the project. Hourly Services budgeted under this contract but not performed will not be charged.

Contract Budget not to Exceed: \$178,700

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.

ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer



CLIENT:

By: _____
For: _____
Its: _____



Ms. Angela Stanley
Effingham County
804 South Laurel Street
Springfield, Georgia 31329

Re: Add Service Proposal #2 to Intersections Project

Dear Ms. Stanley,

As requested, we herewith submit our proposed Add Service Proposal to add Right of Way (ROW) Acquisitions Services to the scope of our existing Effingham County Intersections Project. As directed by Mr. Callanan, we propose to add Mr. Ronnie Lewis and Mr. Tim Wilson to our Roberts Civil Engineering Municipal Division Team. Generally, Mr. Lewis and Mr. Wilson will provide ROW Negotiation and ROW Appraisal services in support of the Legal services to be provided your Mr. Lee Newberry, County Attorney. Originally included within the scope of our Project, RCE will also provide ROW Layouts and Plat Surveys in support of your ROW Acquisition effort.

Subject to the final coordination of Utilities with our 90% Road Designs, the exact ROW and Property Lines are not yet final and may change. That said, we preliminarily anticipate that there might be 23 Effingham County Neighbor Parcels involved in a ROW Negotiation and Acquisition, or in a Construction Easement Negotiation, across all 8 of the Intersections currently moving forward.

The actual time that will be involved in successfully settling with each Neighbor cannot be exactly calculated at this time. That said, we have attempted to base this Not to Exceed Add Service Proposal on a theoretically "average" Neighbor, involving some "normal" amount of negotiation effort, and some "normal" amount of complexity probably requiring a 388-N Appraisal Report. Some Neighbors will require less effort. We anticipate that your Effingham County Neighbors will be favorably disposed to fair County settlement offers in support of these important TSPLOST Intersection improvements, and so we have not included time for settlements that might require effort that substantially exceeds the "average."

Thank you again for this expanded opportunity to serve Effingham County.

Sincerely,

A handwritten signature in blue ink that reads 'R. M. Graham' with a long, sweeping underline.

R. M. "Rip" Graham
Senior Project Manager



FEE PROPOSAL

Roberts Civil Engineering

Senior Project Manager

12 Hours per "Average" Parcel x \$ 190.00 per Hour x 23 Parcels: \$ 52,440.

Administrative Assistant

12 Hours per Month x \$ 75.00 per Hour x 6 Months: \$ 5,400.

Mr. Ronnie Lewis

16 Hours per "Average" Parcel x \$ 190.00 per Hour x 23 Parcels: \$ 69,920.

Mr. Tim Wilson

30 Hours per "Average" Parcel x \$ 190.00 per Hour x 23 Parcels: \$ 131,100.

Total Not to Exceed Fee: \$ 258,860.

The Hourly Billable Rates we have used in this Proposal to project our Not to Exceed Fees are tied to our existing May 11, 2021 Indefinite Delivery Contract with Effingham County, as modified by our March 7, 2023 Amendment #1. In accordance with the Terms and Conditions of this agreement, we will only invoice for Hours actually worked. RCE believes that the Hours allowed for within this Proposal are sufficiently ample to support most of the County's ROW Acquisition and Construction Easement requirements. Parcels requiring substantially more effort than "average" will be reviewed on a case by case basis, if necessary.

Staff Report

Subject: Ordinance Revision
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: July 18, 2023
Item Description: Consideration of an **amendment** to the Code of Ordinances **Part II – Official Code: Chapter 30 – Articles VIII – Timber Operations** of the Effingham County Code of Ordinances, responding to the changes of Title 12 of the Official Code of Georgia, Conservation and Natural Resources.

Summary Recommendation

In order to conform to Title 12 of the Official Code of Georgia, Conservation and Natural Resources, Staff recommends **approval** of an ordinance revision which will comply with State Law.

Executive Summary/Background

- The ordinance revisions include definition change, notice requirements change, addition of a timber operations bond, posting notices, and additions to violations.

Alternatives

3. **Approve an amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article III – General Provisions:**
4. **Deny an amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article III – General Provisions.**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services, County Attorney

FUNDING: N/A

Attachments: 1. Draft of Part II – Official Code: Chapter 30 – Article VIII – Timber Operations

ARTICLE VIII. TIMBER OPERATIONS

DIVISION 1. GENERALLY

Sec. 30-270. Title.

This article shall be known as "The Effingham County Timber Operations Ordinance."

(Ord. of 7-23-13, Art. I (§ 1.1))

Sec. 30-271. Purpose and intent.

The purpose of this article is to provide procedures, rules and regulations governing persons, firms, businesses, companies, and corporations engaged in timber operations in Effingham County and to provide for the notice by such persons, firms, businesses, companies, and corporations to allow for the taxation of timber harvesting at fair market value, to provide the efficient collection of the timber harvest tax and to protect the environment, county road network and to assure the public's safety.

(Ord. of 7-23-13, Art. I (§ 1.2))

Sec. 30-272. Definitions.

The following definitions shall apply in the interpretation and enforcement of this article, unless otherwise specifically stated or the context clearly requires different meaning:

Board means Effingham County Board of Commissioners.

County means Effingham County, Georgia.

Timber means softwood or hardwood trees.

Timber operations means the buying, cutting, harvesting, and/or hauling timber for delivery as pulpwood, logs, poles, posts, or wood chips to any wood yard or processing plant located inside or outside this state.

Timber operator means any person, firm, business(s), company(s) or corporation(s) engaged in buying, harvesting or hauling timber in Effingham County for commercial or profit making purposes.

Tract means a particular parcel or lot of land, or a particular stand of trees to be harvested on a particular lot or parcel of land.

(Ord. of 7-23-13, Art. II (§ 2.1))

Sec. 30-273. Notice and permit.

- (a) Notice requirement. Prior written notice shall be required of any person or firm harvesting timber for each separate tract to be harvested thereby. Notice must be provided in accordance with this article and on the county form prior to, and in no event later than 24 hours after, start-up of any such timber harvesting activity. Such notice shall consist of:

- (1) A map of the area which identifies the location of the tract to be harvested and, as to those trucks which will be traveling to and from such tract for purposes of picking up and hauling loads of cut forest products, all points of ingress to such tract from a public road and if different, all points of egress from such tract to a public road;
 - (2) A statement as to whether the timber will be removed pursuant to a lump sale, per unit sale, or owner harvest for the purposes of ad valorem taxes;
 - (3) The name, address, and daytime telephone number of the timber seller if the harvest is pursuant to a lump sum or per unit sale or of the timber owner if the harvest is an owner harvest;
 - (4) The name, business address, business telephone number, and nighttime or emergency telephone number of the person or firm harvesting such timber.
- (b) Submission. Notice must be submitted to the county administrator or their designee and may be submitted in person, by transmission of an electronic record, facsimile or such other means as approved by the county administrator or their designee, or by mail. Following the submission of the notice requirements, the county administrator or their designee will inspect and document the access points within two business days.
 - (c) Changes and amendment. If at any time circumstances reported in the notice change, the notice shall be amended within three business days or shall cease to be effective.
 - (d) Posted notice. Once notice requirement has been met the county administrator will provide a permit at no cost. Said permit must be displayed and available for review at the main point of ingress and egress to a public road and in such a location as to be seen by the traveling public. The permit shall be effective at the time it is properly posted on site. The permit may be posted once the notice requirements have been satisfied and prior to county inspection.
 - (e) Persons or firms harvesting timber shall give the county notice of cessation of cutting within 24 hours after the job is completed. Upon receipt of the completed timber harvest notice, county administrator shall immediately forward a completed copy of the timber harvest permit to the county tax assessor and tax commissioner.
 - (f) Failure to comply with the provisions of this section shall constitute a violation of this article.

(Ord. of 7-23-13, Art. III(§ 3.1); Ord. of 6-23-15)

Secs. 30-274—30-280. Reserved.

DIVISION 2. STANDARDS FOR OPERATIONS

Sec. 30-281. Prevention of contamination, drainage, damage.

- (a) Violation to contaminate roads. Contamination of public roads with mud, dirt or debris from timber operations is prohibited. The tracking, spilling, dropping, washing, carrying or dumping of any material, dirt or mud onto any public road in this county, from any vehicle or equipment entering or exiting a timber harvesting tract, or any vehicles having previously entered or exited a timber harvesting tract. "Materials" shall include debris from harvested trees, limbs, branches, rock, gravel, and other similar material originating at a timber harvesting tract.
- (b) Contamination of rights-of-way. No timber operator shall allow dirt, mud or other debris resulting from timber operations to accumulate upon the right-of-way of any public road to such an extent that it becomes

a nuisance or a hazard to persons traveling upon said roads, or that it creates an unsightly condition upon the public right-of-way.

- (c) Interference with drainage. No timber operator shall allow dirt, mud or other debris resulting from timber operations to accumulate in ditches and drainage areas on public rights-of-way to such an extent that the usual flow of water or run-off is stopped, disturbed, changed or interrupted.
- (d) Damage to public road. No timber operator shall damage any portion of a county road or right-of-way. No timber operator shall cause a road to become impassable or unsafe to normal passenger traffic.
- (e) Failure to comply with the provisions of this section constitutes a violation of this article.

(Ord. of 7-23-13, Art. IV(§ 4.1))

Sec. 30-282. Additional requirements.

- (a) Nuisance prohibited. No timber operator shall create any other type of public nuisance.
- (b) Parking. No timber operator or person shall park or leave unattended a truck, equipment or other motor vehicle or trailer upon the right-of-way of any county road. No county roads shall be used for: loading, unloading, skidding of materials, equipment, vehicles or timber.
- (c) Signs. No timber operator shall commence timber operations until he has first posted or caused to be posted along the public road onto which the timber operator will enter from his timber operations at least the following signs: one orange sign in each direction located 500 feet from the entrance in order to adequately warn oncoming traffic of persons, vehicles, equipment or machinery entering the roadway, signs shall be posted at least three feet from the road surface of said road.
- (d) Failure to comply with the provisions of this section constitutes a violation of this article.

(Ord. of 7-23-13, Art. IV(§ 4.2))

Secs. 30-283—30-290. Reserved.

DIVISION 3. ENFORCEMENT

Sec. 30-291. Violations.

- (a) *Violations.* Each violation of the requirements of this article shall be punishable by a fine of \$500.00, each day any violation under this article continues shall be considered a separate offense.
- (b) *Road ban order.* In the event there is an ongoing violation of the provisions of this division, or if a road is deemed to be unsafe or impassable due to timber operations, the county administrator, or their designee, may issue a road ban order requiring all uses of county roads cease until such time as the operator comes into compliance with this division or road conditions improve. In the event of inclement weather, a temporary road ban order may be placed upon a timber operator if the public road is unsafe or impassable by designation of the county administrator or their designee.
- (c) *Withholding future permits.* The county will not accept or approve additional notifications or issue permits where a company, firm or individual has an unresolved violation or has received notice of a violation, until the violation has been addressed to the satisfaction of the county. The firm may submit a corrective action plan with a timeline to complete or remediate any violations or the payment of any and all fines. The county

administrator or their designee will determine if subsequent permits shall be authorized if a violation is pending.

- (d) *Injunctive relief.* In the event that any provision of this article is violated the notice shall cease to be effective. In addition to any other remedies, the county may seek injunctive, mandamus or other appropriate action to prevent or abate such violation in court of competent jurisdiction and the timber operator shall be liable for such court costs and attorney fees incurred by the county. In addition to or in lieu of any other civil remedy, the county may seek civil fines in Effingham County Superior Court up to the maximum amounts authorized by this division for any violations. Each day a violation exists shall authorize an additional civil penalty.

(Ord. of 7-23-13, Art. V(§ 5.1); Ord. of 6-23-15)

Secs. 30-292—30-300. Reserved.

Sec. 30-270. Title.

This article shall be known as "The Effingham County Timber Operations Ordinance."

Sec. 30-271. Purpose and intent.

The purpose of this article is to provide procedures, rules and regulations governing persons, firms, businesses, companies, and corporations engaged in timber operations in Effingham County and to provide for the notice by such persons, firms, businesses, companies, and corporations to allow for the taxation of timber harvesting at fair market value, to provide the efficient collection of the timber harvest tax and to protect the environment, county road network and to assure the public's safety.

Sec. 30-272. Notice of timber harvest operations required.

All persons or firms harvesting standing timber in any unincorporated area of Effingham County for delivery as pulpwood, logs, poles, posts, or wood chips to any woodyard or processing plant located inside or outside this state shall provide Notice of such harvesting operations to the County Manager or the designated agent thereof prior to entering onto the property if possible, but in no event later than 24 hours after entering onto the property to initiate timber harvesting activities. Further, such persons shall give notice of cessation of cutting within 24 hours after the job is completed.

Sec. 30-273. Content of such notice and related procedures.

- (a) The notice of harvesting operations required by this article shall be provided for each separate tract to be harvested. Such notice shall be made in such form as prescribed by rule or regulation of the Director of the Georgia Forestry Commission, and shall include the following information:
 - (1) A map of the area which identifies the location of the tract to be harvested and, as to those trucks which will be traveling to and from such tract for purposes of picking up and hauling loads of cut forest products, the main point of ingress to such tract from a public road and, if different, the main point of egress from such tract to a public road. If multiple points of ingress and/or egress will be used, all such points shall be identified;
 - (2) A statement as to whether the timber will be removed pursuant to a lump sum sale, per unit sale, or owner harvest for purposes of ad valorem taxation under O. C.G.A § 48-5-7.5;
 - (3) The name, address, and daytime telephone number of the timber seller if the harvest is pursuant to a lump sum or per unit sale or of the timber owner if the harvest is an owner harvest; and
 - (4) The name, business address, business telephone number, and nighttime or emergency telephone number of the person or firm harvesting such timber.
- (b) Subject to the provisions of section 30-274, the notice required by this Ordinance may be submitted in person, by transmission of an electronic record via telefacsimile or email, or by mail.
- (c) Subject to the provisions of section 30-274, upon notification published by the Director of the Georgia Forestry Commission that a state-wide notification website or platform is available for public use, persons or firms wishing to utilize said website or platform to provide the notice required by this article may do so at their option, and Effingham County will accept notifications submitted in this manner.

Sec. 30-274. State-wide notification.

On and after a date specified and published by the Director of the Georgia Forestry Commission, use of the state-wide notification website or platform shall be mandatory and shall be the sole means of providing the Notice

required by this article; on and after said date submission of the notice by any of the means listed in subsection 30-273 above shall cease and will no longer be deemed acceptable or in compliance with this article.

Sec. 30-275. Bond or letter of credit requirement.

The notice required by this article shall not be or remain effective unless and until the person or firm providing such notice has delivered to the director or its designated agent a valid surety bond, executed by a surety corporation authorized to transact business in this state, protecting the county against any damage caused by such person or firm in the amount of \$5,000.00; provided, however, that at the option of the person or firm harvesting timber a valid irrevocable letter of credit issued by a bank or savings and loan association, as defined in O.C.G.A. § 7-1-4, in the amount of \$5,000.00 may be provided in lieu of a surety bond. Such bonds or letters of credit shall be subject to the conditions set forth in Sections 30-276 and 30-277. No more than one bond or letter of credit shall be required from each person or firm harvesting timber, regardless of the number of tracts harvested in the county for so long as the bond or letter of credit remains in effect. The bond or letter of credit required herein shall be valid only for the calendar year in which it was delivered.

Sec 30-276. Bond or letter of credit coverage.

The bond or letter of credit required by section 30-275 shall protect Effingham County against any damage requiring re-ditching or repair of existing ditch structures or the removal of any harvesting residue, including tree tops, debris, logs, pulpwood and other materials, placed in or around the county's rights-of-way caused by such person or firm tendering the bond or letter of credit. The proceeds of such bond or letter of credit shall be available to reimburse the county for any cost incurred to repair such damages or remove such debris in or around the county's rights-of-way. The proceeds of such bond or letter of credit shall also be available to reimburse the county for any costs incurred to maintain or repair county roads damaged by the ingress or egress of motor vehicles engaged in the harvest operations located within 500 feet of any point of ingress or egress of the timber harvesting operation. The right of Effingham County to call such bond or letter of credit in accordance with the provisions of section 30-277 shall be in addition to any other remedies available to the county at law or in equity for damage to county roads or rights-of-way.

Sec. 30-277. Damage claim.

When damage results from a person or firm's harvesting activities, the County Manager or the designated agent shall make and provide a written claim to the person or firm causing the damage within 30 business days after the County Manager becomes aware of the damage. Such claim may be given in person, by telefacsimile, email or mail. The claim shall describe the damage in detail and, in compliance with subsection 30-278(a), give the person or firm the opportunity to repair such damage within 30 days of the notification; provided, however, the county shall be authorized to repair the damage immediately if the County Manager or its designee determines the conditions present a threat to public safety, health or welfare and, upon making such repairs, shall present to the person or firm and the issuer of the applicable bond or letter of credit an itemized list of expenses incurred as a claim against the responsible party and the issuer of its bond or letter of credit. Upon the issuance of a claim as provided in this section the County Manager or its designee shall notify the issuer of the bond or letter of credit that a claim has been made and will be resolved or adjudicated according to the terms of this article.

Sec. 30-278. Damage claim procedures.

Within 30 days of receipt of the written claim described in Section 30-277, the person or firm against whom the claim is submitted may:

- (a) Repair such damage at his or its own expense with the approval and supervision of the County Manager or its designee. When repairs are completed to the satisfaction of the County Manager or its designee, the County Manager or its designee shall provide a written notification of satisfactory completion within five business days to the responsible person or firm and to the surety issuing the bond or the bank issuing the letter of credit, thereby terminating the claim.

- (b) In the event of inclement weather or other factors preventing repair of the damage, request a 30-day extension to repair the damage from the County Manager, provided that no extensions shall exceed 90 days from the date the claim was tendered. Approval of any extension shall be at the discretion of the County Manager or its designee.
- (c) Appeal the claim to the magistrate court of Effingham County. Any such appeal must name the issuer of the bond or letter of credit as a party, who shall be served with all pleadings in the action and shall have the right to appear. The magistrate court will hear evidence and arguments within 30 days of the written appeal and issue a ruling within ten days of such hearing. Any such appeal shall toll the 30-day period, or any extension thereof, required by section 30-277. If the magistrate court rules in favor of the person or firm against whom the claim was made, Effingham County shall have no right to recover any proceeds of the bond or letter of credit. If the magistrate court rules in favor of Effingham County, the court shall determine the amount of damages to which the county is entitled to recover and enter judgment accordingly; the County Manager or designated agent shall be authorized to call the bond or letter of credit and recover from the proceeds thereof an amount equal to the judgment entered by the court, up to the total amount of the bond or letter of credit. The portion of any judgment entered in favor of the county that exceeds the amount of the bond or letter of credit shall be subject to collection by any additional remedies at law or equity.
- (d) In the event the person or firm against whom the claim has been submitted fails to take any of the actions allowed under subsections (a), (b) or (c) of this section within the time required therein, such person or firm shall be deemed to have waived any and all rights to contest the call of the bond or letter of credit.

Sec. 30-279. Bond or letter of credit renewal.

If the person or firm tendering a bond or letter of credit pursuant to the requirements of this article continues its timber harvesting operation beyond the calendar year in which the bond or letter of credit was issued, the person or firm continuing the timber harvesting operation shall tender a new bond or letter of credit within five business days after the first day of the new calendar year.

Sec. 30-280. Bond or letter of credit revocation.

In the event a bond or letter of credit tendered pursuant to the requirements of this article is revoked by the surety or bank, then a valid replacement bond or letter of credit must be delivered to the County Manager or the designated agent within five business days after the date of revocation in order for timber harvesting operations to continue. In addition, if the person or firm tendering the bond or letter of credit caused its revocation, the amount of the bond or letter of credit required shall be increased to \$7,500.00 after the first revocation, and \$10,000.00 after a second revocation caused by the person or firm tendering the bond or letter of credit. The maximum amount of the bond or letter of credit shall not exceed \$10,000.00.

Sec. 30-281. Scope of operations.

Submission of the notice required by this article shall authorize the person or firm submitting same to undertake the timber harvesting operation described in the notice and shall remain in effect until such time as the person or firm gives Notice that the harvesting operation is complete; provided, however, that any change in the facts required to be provided for purposes of such notice, including but not limited to a change in the scope or extent of the operation, must be reported to the County Manager or the designated agent within three business days after such change.

Sec. 30-282. Violations.

Any person or firm that engages in a timber harvesting operation in the unincorporated portion of Effingham County without complying with the Notice requirements of this article or Georgia's Best Management procedures

for Forestry shall be subject to a citation and trial, and upon conviction shall be fined in an amount not to exceed \$1,500.00 for each violation.

Sec. 30-283. Authority.

This article applies to activities which qualify as forestry land management practices or agricultural operations under O.C.G.A. § 12-7-17 (5) and (6) on land that is zoned for or used for forestry, silvicultural or agricultural purposes. It shall not authorize land disturbing activities incidental to development in conflict with the limitations set forth in O.C.G.A. § 12-7-17(6).

Sec. 30-284. Governance and administration.

Consistent with O.C.G.A. § 12-6-24:

- (a) No fee shall be charged to provide and submit the notice required by this article; and
- (b) Persons and firms providing the notice required by this Ordinance may be asked to consult with County Manager or designated agent for the purpose of minimizing damage to the county's roads, rights of way and infrastructure, and are urged to follow recommendations from County officials, including without limitation:
 - (1) Signage posted at each ingress/egress point on a county road with four 48-inch orange "Trucks Entering Highway" advance warning signs placed on the shoulder of the road at 500 feet and 1,000 feet intervals from both directions;
 - (2) All such signs and posts shall conform to the current edition of the Manual for Uniform Traffic Control Devices;
 - (3) No harvester equipment or vehicle(s) may be parked on a county right-of-way; and
 - (4) The county right-of-way shall not be used as a loading facility.

Notwithstanding the forgoing, the person or firm conducting the timber harvest operation bears ultimate responsibility for their actions, and nothing in this article shall preclude the county from taking any and all legal action necessary to protect its property and the health, safety and welfare of its citizens.

Sec. 30-285. Validity and effectiveness.

The provisions of this article are severable, and the invalidity of any phrase, clause, section or part of this Ordinance shall not affect the validity or effectiveness of the remainder of this ordinance.

Sec. 30-286. Reserved.

A RESOLUTION AND ORDINANCE BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY AMENDING AND RESTATING THE EFFINGHAM COUNTY TIMBER OPERATIONS ORDINANCE IN THE UNINCORPORATED AREAS OF EFFINGHAM COUNTY CODIFIED IN ARTICLE VIII OF CHAPTER 30 OF THE CODE OF ORDINANCES, EFFINGHAM COUNTY, GEORGIA; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, timber harvesting operations occur in the unincorporated portions of Effingham County on a recurring basis; and

WHEREAS, timber harvesting is an important component of the local economy in Effingham County, providing revenue to landowners, business opportunities, and jobs for local residents; it is the intent of the Board of Commissioners of Effingham County to facilitate this industry while at the same time protecting county infrastructure and the safety of the community; and

WHEREAS, timber harvesting in many instances requires the use of county maintained roads in order to transport the product to market; and

WHEREAS, it is in the public interest to protect the county road system from damage caused by timber harvesting operations to the extent allowed by state law; and

WHEREAS, O.C.G.A. §12-6-24 authorizes and establishes the terms and conditions under which this Ordinance may be adopted and enforced; and

WHEREAS, it is the intent of the Board of Commissioners of Effingham County to preserve and exercise where appropriate all powers and authority granted to it under state law, including but not limited to O.C.G.A. §32-4-42 and O.C.G.A. §40-6-371, that are not in conflict with O.C.G.A. §12-6-24, in order to protect the health, safety and welfare of the community; and

WHEREAS, the Board of Commissioners finds that the proposed Timber Operations Ordinance serves to protect and promote the health, safety, and general welfare of the residents of Effingham County; and

NOW THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Commissioners of Effingham County, Georgia, and IT IS HEREBY RESOLVED AND ORDAINED under authority of the same, as follows:

Section 1. The Timber Operations Ordinance in Article VIII of Chapter 30 of the Effingham County Code of Ordinance shall be amended, restated and replaced with the Ordinance attached hereto as Exhibit "A" and incorporated by reference herein, which establishes rules and regulations for the notification of harvesting timber and pulpwood in the unincorporated areas of Effingham County, Georgia.

Section 2. The repeal of the prior ordinance shall not revive any ordinances or resolutions in force before or at the time the ordinance or resolution repealed took effect, and the repeal of the prior ordinance shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution or proceeding pending at the time of the repeal, for an offense committed under the ordinance or resolution repealed. The enactment of this new ordinance is intended to supersede and replace in its entirety Article VIII, Chapter 30 – Effingham County Timber Operations Ordinance.

Section 3. The Clerk of the Board of Commissioners shall forward this ordinance to the appropriate entity for codification.

Section 4. Should any part of this Resolution and Ordinance be declared invalid by a court of competent jurisdiction, the remaining portions hereof shall not be affected and shall remain in full force and effect.

Section 5. This Resolution and Ordinance shall be effective on the _____ day of _____, 2023.

So ORDAINED and ADOPTED this day of _____, 2023.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley M. Corbitt, Chairman

Attest: _____
Stephanie D. Johnson, County Clerk

Staff Report

Subject: Ordinance Revision
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: July 18, 2023
Item Description: Consideration of an **amendment** to the Code of Ordinances **Part II – Official Code: Appendix C – Articles I - X** of the Effingham County Code of Ordinances, responding to the changes of Title 36 of the Official Code of Georgia, Zoning Procedures Law.

Summary Recommendation

In order to conform with Title 36 of the Official Code of Georgia, Zoning Procedures Law, Staff recommends **approval** of the ordinance revision which will comply with State law.

Executive Summary/Background

- House Bill 1405 is an amendment Title 36 of the Official Code of Georgia that revised provisions related to judicial review of zoning decisions, definitions, requirements for zoning decisions by boards or agencies using delegate powers, additional notice and hearing provisions, judicial review of zoning decisions, appeals of quasi-judicial decisions, provide for related matters, to provide an effective date and applicability, repeal conflicting laws, and other purposes.
- The definitions for *Legislative Zoning Actions* and *Quasi-judicial officers, boards, or agencies* has been added.
- Additions to *7.1.4 Review Authority* that gives the Planning Board the ability to hear and render decisions on applications for variances, special administrative permits, special exceptions, plat procedures and processes, and other processes not considered a zoning action.
- *7.1.8.3* under *Variances* explains that financial hardship is not considered by State Law as grounds for granting a variance.
- The addition to *7.2 Administration* complies with the State regulations for a property owner to appeal administrative, quasi-judicial, and zoning decisions.
- There is a change to the public notice timeline for quasi-judicial decisions; and a change in the responsibilities of the Zoning Administrator.

Alternatives

1. **Approve** an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article I-X**:
2. **Deny** an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Articles I-X**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services, County Attorney

FUNDING: N/A

Attachments: 1. Draft of Code of Ordinances **Part II – Official Code: Appendix C – Articles I - X** Ordinance

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO PART II, APPENDIX C, ARTICLE II,
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND PART II, APPENDIX C, ARTICLE II, OF THE EFFINGHAM COUNTY ZONING ORDINANCE 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:

Add new section, is inserted, as follows:

2.46A Local government. Any county or municipality which exercises zoning power within its territorial boundaries.

Is inserted, as follows:

2.65 Public use.

Quasi-judicial officers, boards, or agencies. An officer, board, or agency appointed by a local government to exercise delegated, quasi-judicial zoning powers including hearing appeals of administrative decisions by such officers, boards, or agencies and hearing and rendering decisions on applications for variances, special administrative permits, special exceptions, conditional use permits, or other similar permits not enumerated herein as a zoning decision, pursuant to standards for the exercise of such quasi-judicial authority adopted by a local government.

2.80A Territorial boundaries.

The unincorporated areas thereof and any area defined in paragraph (5.1) of Code Section 36-70-2

2.90 Zoning.

The power of local governments to provide within their respective territorial boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within such zones or districts in accordance with the uses of property for which such zones or districts were established.

2.91 Zoning administrator. That person hired by the county commissioners to enforce the zoning ordinance, subdivision regulations, and any other land use ordinances adopted by the county commissioners.

2.92 Zoning decision. A final legislative action by a local government which results in:

- (A) The adoption or repeal of a zoning ordinance;
- (B) The adoption of an amendment to a zoning ordinance which changes the text of the zoning ordinance;
- (C) The adoption or denial of an amendment to a zoning ordinance to rezone property from one zoning classification to another;
- (D) The adoption or denial of an amendment to a zoning ordinance by a municipal local government to zone property to be annexed into the municipality;

(E) The grant or denial of a permit relating to a special use of property; or
(F) The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (C) or (E) of this paragraph.

2.92.1 *Zoning ordinance.* An ordinance or resolution of a local government establishing procedures and zones or districts within its respective territorial boundaries which regulate the uses and development standards of property within such zones or districts. The term also includes the zoning map adopted in conjunction with a zoning ordinance which shows the zones and districts and zoning classifications of property therein.

Delete the following text:

~~2.92 Zoning ordinance or ordinance. The zoning ordinance of the county.~~

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

This ___ day of _____ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

BY: _____
CHAIRMAN

ATTEST:

STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

FIRST READING: _____

SECOND READING: _____

ARTICLE II. DEFINITIONS

For the purpose of the administration and enforcement of this ordinance, and unless otherwise stated in this ordinance, the following words shall have a meaning as indicated herein.

Words used in the present tense shall include the future tense; words used in the singular number shall include the plural number; words used in the plural number shall include the singular number; the word "shall" is mandatory, not directory.

- 2.1 *Accessory buildings.* A secondary residence, garage, or other building 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.
- 2.2 *Advertising signs.* A surface whereon advertising material is set in public view, including reference to any use of premises whereon it is displayed or posted.
- 2.3 *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 which 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.
- 2.4 *Alteration.* Any change in the arrangement of a building, including any work affecting the structural parts of a building; or an enlargement; or any change in wiring, plumbing, heating, or cooling system; and includes the words "to alter" and "alter."
- 2.5 *Apartment building.* A building which is used or intended to be used as a home or residence for more than two families living in separate quarters.
- 2.6 *Automotive sales, services, and storage.* The sale, service, or storage of new or used automobiles, including paint and body repair shops. Any business that stores automobiles shall only store automobiles that will be put back in use on the roadways of the United States.
- 2.6.5 *Bed and breakfast lodging facility.* A transient accommodation with on-site staff that provides no more than nine guestrooms. At least one meal shall be offered and served on the premises to registered evening guests. The facility must meet all requirements of the county health department parking requirements shall be the same as for hotels and motels.
- 2.7 *Boat house.* A house or shed for sheltering one or more boats.
- 2.8 *Boundary of district.* The centerline of a street or right-of-way or the centerline of an alleyway between the rear or side property lines, or, where no alley or passageway exists, the rear or side property lines or all lots bordering on any zoning district limits or any zoning district boundary shown on the maps adopted by section 4.2.
- 2.9 *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.
- 2.10 *Building.* Any structure having a roof entirely separated from any other structure by space or by walls, having no communicating doors or windows or similar opening, and being erected for the purpose of providing support of shelter for persons, animals, things, or property of any kind, and having a foundation to which it is anchored.

PART II - OFFICIAL CODE
APPENDIX C - ZONING ORDINANCE
ARTICLE II. DEFINITIONS

- 2.11 Building height.** The height of a building with a gabled or hip roof shall be the vertical distance measured from the average elevation of the finished building site to the top of the roof of the uppermost story or to the deck line of a mansard roof. The height of a building with a flat or nearly flat roof, less than seven degrees from the horizontal, shall be measured from the footing as stated above to the highest point of the roof.
- 2.12 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).
- 2.13 Building site.** The ground area of a building or buildings together with all open spaces surrounded by said building or buildings.
- 2.14 Building inspector.** Any person hired by the county commissioners to inspect, determine compliance with, and render minor decisions concerning the compliance of structures and lots within the county.
- 2.15 Camper.** A motor home, tent, trailer, or other self-contained vehicle designated for recreational purposes.
- 2.16 Care homes.** Includes rest and nursing homes, convalescent homes, and boarding homes for the aged established to render nursing care for chronic or convalescent patients, but excludes facilities for care of active or violent patients such as feeble-minded or mental patients, epileptics, alcoholics, senile psychotics, or drug addicts.
- 2.17 Centerline, highway.** The line running parallel with the highway right-of-way which is halfway the distance between the extreme edges of the official right-of-way width as shown on maps approved by the county tax assessor.
- 2.18 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 engineer, registered surveyor, architect, or other legally recognized person.
- 2.19 Church.** A legally approved structure and its accessory buildings used and approved on a permanent basis, primarily for the public worship of God.
- 2.20 Club, private.** An organization or association of persons for some common purpose, such as, but not necessarily limited to, a fraternal, social, educational, or recreational purpose, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations must be incorporated under the laws of Georgia as nonprofit corporations and such corporations' major purpose shall not be for the purpose of serving alcoholic beverages to its members or others. This may not be located on, or in connection with any commercial activity.
- 2.21 Commissioners.** The board of commissioners of the county, which is the local governing authority for the county.
- 2.21.1 Common outdoor open space.** areas accessible from all parts of the development. Common open space can include passive or active recreation area, pathways, swimming pools, and open areas for congregating. Ponds, lakes, buffers or other spaces that are not usable by the residents of a development for recreational purposes shall not be included in common outdoor open space.
- 2.22 Conditional use.** Those uses allowed within a district, only after specific requirements are met. The commissioners at their discretion may require additional restraints, restrictions, qualifications, or limiting factors upon a specific use so that it becomes acceptable. A public hearing shall be required with regard to all proposed conditional uses.
- 2.22A Culvert.** A sewer or drain crossing under a road, driveway, or embankment.

PART II - OFFICIAL CODE
APPENDIX C - ZONING ORDINANCE
ARTICLE II. DEFINITIONS

- 2.23 *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.
- 2.24 *Depth of lot*. The depth of lot is the depth between its mean front street line and its mean rear line, measured along the median between the two side lot lines.
- 2.25 *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.
- 2.25.1 *Condominium*. A building or series of buildings on the same lot or portions thereof containing more than one dwelling unit under separate ownership with joint ownership of common open spaces.
- 2.25.2 *Duplex*. A residential building designed for, or used as, the separate homes or residences of two separate and distinct families, but having the appearance of a single-family dwelling unit. Each individual unit in the duplex shall comply with the definition of single-family detached dwelling.
- 2.25.3 *Single-family detached dwelling*. A building or structure designed for and occupied as a residence exclusively by one family.
- 2.25.4 *Site-built single-family detached dwelling*. A single-family detached dwelling constructed on the building site from basic materials delivered to the site and constructed in accordance with all requirements of the building codes as adopted by the county.
- 2.25.5 *Class A single-family detached dwelling*. A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that meets or exceeds the compatibility standards for single-family dwellings under article III of this ordinance.
- 2.25.6 *Class B single-family detached dwelling*. A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that does not meet the compatibility standards for single-family dwellings under article III of this ordinance.
- 2.25.7 *Garden apartment community*. A low intensity, low-rise, apartment community comprised of two- or three-story buildings, each containing attached dwelling units typically characterized by a garden-like setting, surrounded by lawns, trees, shrubbery, and gardens and/or interior courtyards.
- 2.25.8 *Multifamily*. A building or collection of buildings that are designed for and occupied by three or more families and located on a single parcel.
- 2.25.9 *Mixed-use residential*. The mixing of principal residential uses with nonresidential uses. Mixed use residential may occur by the following:
- (a) Nonresidential and multifamily in the same building (e.g., retail on ground floor, multifamily above), or
 - (b) Multifamily and another primary nonresidential use located in different buildings sited on the same lot or parcel (e.g., multifamily located on the same parcel as an office building).
 - (c) Both options shall be designed, located, and oriented on the site so that nonresidential uses are directly accessible to residents of the development. For the purposes of this section, "directly accessible" shall mean pedestrian access by way of improved sidewalks or paths and streets that do not involve leaving the development or using a major thoroughfare. "Directly accessible" does not necessarily mean that nonresidential uses need to be located in a particular location, but that the siting of such uses considers the accessibility of the residential component of the development to the nonresidential use. Parking areas shall be designed to minimize distances between uses.

PART II - OFFICIAL CODE
APPENDIX C - ZONING ORDINANCE
ARTICLE II. DEFINITIONS

- 2.25.10 *Townhouse*. A unit in a building with multiple dwelling units, where each unit is on an individual lot, shares a common sidewall, and is one to three stories in height.
- 2.26 *Dwelling unit*. A structure or a portion of any structure designed, arranged and used for living quarters for one or more persons living as a single housekeeping unit with cooking facilities, but not including units in hotels, motels, boarding houses, or like uses.
- 2.27 *Dwelling, group*. A building or portion of a building occupied or intended for occupancy by several unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes, but is not limited to, roominghouses, apartment hotels, fraternity houses or sorority houses, YMCA, or YWCA. A hotel, motel, or tourist home shall not be deemed to be a group dwelling as herein defined.
- 2.28 *Reserved*.
- 2.29 *Engineer*. Any person having an acceptable degree from a recognized institution of higher learning who is capable of determining the correct manner in which to construct roads, streets, highways, water and sewerage systems, drainage system, structures, or other technically related areas. The person to be county engineer must be recognized by the State of Georgia as one.
- 2.30 *Estate*. Any residential site comprising five acres or more shall come within the meaning of the word "estate."
- 2.31 *Reserved*.
- 2.32 *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.
- 2.33 *Floodprone areas*. That land adjacent to a creek, stream, river, channel, canal, or other body of water that is designated as a floodplain or flood prone area by a governmental agency.
- 2.34 *Floor area*. The sum of the gross floor area for each of the several stories under roof, measured from the interior limits or faces of a building or structure.
- 2.35 *Floor area ratio*. Floor area of building or buildings on any lot divided by the area of the lot.
- 2.36 *Frontage*. The distance or width of a parcel of land abutting a public right-of-way and as measured upon such right-of-way.
- 2.37 *Garage, community*. A structure or series of structures under one roof, and under one ownership, for the storage of vehicles by three or more owners or occupants of property in the vicinity, where said structure has no public shop nor mechanical services in connection therewith.
- 2.38 *Garage, private*. A structure for the private use of the owner or occupant of a principal building, situated on the same lot as the principal building for the storage of motor vehicles, with no facilities for mechanical service or repair of a commercial or public nature for profit.
- 2.39 *Garage, public*. A structure for the storage, care, repair, or refinishing of motor vehicles, or a structure containing a public shop, or where automotive mechanical service is provided.
- 2.40 *Gas station*. A structure designated or used for the retail sale or supply of fuel, lubricants, air, water, and other operating commodities for motor vehicles and including the customary spacing and facilities for the installation of such commodities on or in such vehicles, but not including space or facilities for the storage, painting, repair, refinishing, body work, or other servicing of motor vehicles.

PART II - OFFICIAL CODE
APPENDIX C - ZONING ORDINANCE
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- 2.41 Highway.** Any public thoroughfare of paving 22 feet or wider, including a street, which affords primary access to abutting property, and any thoroughfare of less width which is not classified as an alley (street).
- 2.41A Historic structure.** A structure that is at least 50 years old and meets one of the following requirements:
- 2.41A.1 Listed on either the National or Georgia Register of Historic Places;
 - 2.41A.2 Eligible for listing on either the National or Georgia Register of Historic Places; or
 - 2.41A.3 Currently receiving or eligible to receive tax credits for rehabilitation of historic properties.
- 2.42 Hospital.** An institution providing health services, primarily for in-patients, and medical and surgical care of the sick or injured, including as an integral part of the institution such related facilities as laboratories, out-patient departments, training facilities, central service facilities, and staff offices.
- 2.43 Hotel.** A building occupied as the more or less temporary residence of individuals who are lodged, with or without meals, and in which there are ten or more sleeping rooms with entrances through a common lobby or office.
- 2.44 Junk.** Old and dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, wagons and other kinds of vehicles and parts thereof, scrap building material, scrap piping, bottles, glass, old iron, machinery, rags, paper, excelsior, hair, mattresses, beds or bedding, or any other kind of scrap or waste materials which is stored, kept, handled, or displayed within the county limits.
- 2.44A Industrialized home.** A dwelling manufactured in accordance with the Georgia Industrialized Building Act (O.C.G.A. title 8, chapter 2, article 2, part 1) and the rules of the commissioner of the state department of community affairs issued pursuant thereto, bearing an insignia of approval issued by the commissioner.
- 2.45 Junkyard.** Any land or building used for commercial storage and/or sale of paper, rags, scrap metals, other scrap, or discarded materials, or for the dismantling, storage, or salvaging of automobiles or other vehicles not in running condition, or of machinery or parts thereof, but not to be used as a dump. A "junk yard" also includes any outdoor area that is used exclusively for the temporary storage of wrecked automobiles, which are automobiles that do not get repaired and put back in use on the roadways of the United States, provided that no work shall be performed on any wrecked automobile while it is in storage.
- 2.46 Local government.** Any county or municipality which exercises zoning power within its territorial boundaries.
- 2.46 Lot.** Parcel of land shown on a recorded plat or on the zoning map, or any piece of land described by a legally recorded deed.
- 2.47 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.
- 2.48 Lot, interior.** Any lot which is not a corner lot that has frontage only on one street other than an alley.
- 2.49 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 article, provided it is so designated by the building plans which meet the approval of the building and zoning inspector.

PART II - OFFICIAL CODE
APPENDIX C - ZONING ORDINANCE
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- 2.50 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 and zoning inspector.
- 2.51 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.
- 2.52 Lot, through.** Any lot having frontage on two parallel or approximately parallel streets or other thoroughfares.
- 2.52A Manufactured home.** A dwelling fabricated in an off-site facility for installation or assembly at the building site, bearing a label certifying that it is constructed in compliance with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. § 5401 et seq.).
- 2.52A.1 Manufactured home site.** A parcel of land designed and designated for the location of one manufactured home, its accessory buildings or structures, and accessory equipment for exclusive use of the home.
- 2.52A.2 Manufactured home stand.** That area of a manufactured home site which has been reserved for placement of a manufactured home.
- 2.53 Mapped streets.** A mapped street is any approved street shown on an official map or the projection of any existing street through an unsubdivided parcel of land, whether the street is dedicated or in existence or not.
- 2.54 Marshland.** All land subject to tidal action which is comprised of generally unstable soil materials commonly known as "hard or soft" marsh, which in its natural state is vegetated with marsh grass, reeds, and similar growth and is usually characterized by poor load-bearing capacity. Marshland lies below an elevation of six feet above mean sea level.
- 2.55 Mobile home.** A dwelling manufactured prior to June 15, 1976, which is transportable in one or more sections; in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet in floor area; is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. All mobile homes must be installed in accordance with O.C.G.A. § 8-2-160, et. seq. Mobile homes must meet the construction standards specified in ANSI A119.1. Compliance with ANSI A119.1 shall be determined by the following procedures:
- 2.55.1** For mobile homes that are proposed to be relocated within the county, the county building inspector or designee must inspect the unit to determine if the unit meets the standards of ANSI A119.1 standards and all other applicable county ordinances are met, after which the county administrator or designee may issue the building permit for placement of the mobile home on site. An inspection fee determined from time to time by the board of commissioners shall be charged for each individual inspection of a mobile home.
- 2.56 Reserved.**
- 2.57 Motel or motor hotel.** A building or group of two or more buildings designed to provide sleeping accommodations for transient or overnight guests with no common entrance or lobby. Each building shall contain a minimum of ten residential units or rooms which generally have direct, private openings to a street, drive, or patio, etc.
- 2.58 Nonconforming lot.** Any lot that is smaller than the minimum dimensions, area, or other regulations of the district in which the lot is located.

PART II - OFFICIAL CODE
APPENDIX C - ZONING ORDINANCE
ARTICLE II. DEFINITIONS

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- 2.59 Nonconforming use.* Use of any property or premises in any manner that does not comply with the regulations provided for the district in which the property or premises is situated, if such use was originally legally established at the effective date of this ordinance or any amendment thereof.
- 2.60 Parking space.* That area required for the parking or storage of one automobile, including necessary aisle or driveway space providing access thereto.
- 2.60A Planned manufactured home community.* A tract used or intended for use as a residential area occupied by manufactured homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the resident owns or rents the manufactured home and rents the manufactured home space. All manufactured homes located within a manufactured home community must be installed in accordance with O.C.G.A. § 8-2-160 et seq.
- 2.60B Planned single-family home community.* A subdivision used or intended for use as a residential area occupied by single-family homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the subdivision is under single ownership or control.
- 2.61 Planning board.* The county planning board, which is a body of people appointed by the commissioners whose responsibilities include the guidance of growth and development within the county.
- 2.61A Pond.* A manmade depression designed to hold water that is less than one acre in size. These include retention, detention, and borrow pits less than one acre.
- 2.62 Principal building.* The building situated or to be placed nearest the front property line and the use of which conforms to the primary use permitted by the zoning classification in which it is located.
- 2.63 Professional buildings.* Structures used for the conduct of business in any of the following or related categories: law; architecture; accounting; engineering; medicine; dentistry; optometry; osteopathy; chiropractors; optician; planning, or consulting of the nature of the aforesaid categories, not including outside storage space for business vehicles or equipment.
- 2.64 Public body.* Any government or governmental agency in Effingham County, the State of Georgia, or the United States Government.
- 2.65 Public use.* Use of any land, water, or buildings by municipality, public body, or board, commission, or any county, state, or the federal government, or any agency thereof for a public service or purpose.

Quasi-judicial officers, boards, or agencies. An officer, board, or agency appointed by a local government to exercise delegated, quasi-judicial zoning powers including hearing appeals of administrative decisions by such officers, boards, or agencies and hearing and rendering decisions on applications for variances, special administrative permits, special exceptions, conditional use permits, or other similar permits not enumerated herein as a zoning decision, pursuant to standards for the exercise of such quasi-judicial authority adopted by a local government.

PART II - OFFICIAL CODE
APPENDIX C - ZONING ORDINANCE
ARTICLE II. DEFINITIONS

- 2.66 Repairs.** Restoration of portions of a building to its condition as before decay, wear, or damage, but not the alteration of the shape or size of any portion.
- 2.67 Residential.** The term "residential" or "residence" applies herein to any lot, plot, parcel, tract, area, piece of land, and/or any building used or intended to be used exclusively for family dwelling purposes, including concomitant uses specified herein.
- 2.68 Restaurant.** A building, room, or rooms where food is prepared and served to a group of families, a club, or to the public for consumption within the enclosed structure.
- 2.69 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.
- 2.70 Roominghouse.** (The terms roominghouse, boardinghouse, tourist home, cooperative house, and lodginghouse are used synonymously in this ordinance.) A building, other than a hotel or dormitory, where, for compensation and by arrangement for definite periods, lodging or lodging meals are provided for more than three persons unrelated to the owners of the structure.
- 2.71 Rooming unit.** Any room or group of rooms, forming a habitable unit used for living and sleeping, but which does not contain cooking or eating facilities.
- 2.72 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.
- 2.72A Shipping container.** A receptacle designed for intermodal transport of cargo aboard ship, truck trailer, or rail car, and which exhibits features designed to facilitate the movement of containerized cargo, including but not limited to corner fittings for pins, design for stacking, size dimensions of eight feet wide by eight or ten feet high by 20, 35, or 40 feet in length, and which is otherwise designed and constructed in conformance with standards for shipping containers as set forth by the international standards organization.
- 2.72B Shipping container facility.** A facility that provides storage for shipping containers awaiting transport or next use.
- 2.73 Site.** An area designated as a separate and distinct parcel of land on a legally recorded subdivision plat or in a legally recorded subdivision plat or in a legally recorded deed.
- 2.74 Special exception.** A use, specifically designated in this ordinance, that would not be appropriate for location generally or without restriction throughout a given zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would, in the opinion of the county commissioners, promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare.
- 2.75 Story.** That portion of a building included between the surface of any floor and the surface of the floor next above it; or if there be no floor above it, then the space between the floor and ceiling next above it.
- 2.76 Street.** A dedicated and accepted public right-of-way for vehicular traffic which affords the principal means of access to abutting properties.
- 2.77 Structural alteration.** Any change in the shape or size of any portion of a building or structure such as walls, columns, beams, arches, girders, floor joists, or roof joists.
- 2.78 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.

PART II - OFFICIAL CODE
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2.79 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.

2.80 Subdivision. "Subdivision" means all divisions of a tract or parcel of land 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 change in existing streets, and includes resubdivision and, where appropriate, the process of subdividing or the land or area subdivided; provided, however, that the following exceptions are included within this definition only for the purpose of requiring that the planning board be informed and have record of such subdivisions:

Exceptions:

- (a) 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 standard of the governing authority;
- (b) The immediate transfer of property necessitated by death of the property owner to the said property owner's legal heirs, provided that the smallest parcel meets the minimum standards for the zoning district where that property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;
- (c) The transfer of property between family members within the third degree of consanguinity, provided that the smallest parcel meets the minimum standards for the zoning district where that property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;
- (d) The division of land into parcels of ten acres or more where no new street is involved.

Plats of such exceptions shall be received as information by the zoning administrator who shall indicate such fact on the plats.

Conditional exemptions: In order to provide property owners with an expeditious method for subdividing a portion of a tract of land, conditional exemptions from the provisions of this ordinance are authorized and may be granted by the county zoning administrator provided such requests for conditional exemptions comply with the following:

- (a) The division of land into two parcels when the smallest parcel meets the minimum standards for the zoning district where that property is located and when divided for residential purposes meets health department requirements and where no new street is involved; provided that the same tract cannot be divided using this conditional exemption more than one time in any 12-month period beginning on the date of recording.

Plats requesting conditional exemption will be received by the county zoning administrator's office for review. Plats meeting the requirements stated above can be approved by the zoning administrator who shall indicate such fact on the plats. If, in the determination of the zoning administrator, a plat requesting conditional exemption does not comply with the above requirements, or other factors peculiar to the individual circumstance of the property in question, the zoning administrator is required to deny the conditional exemption and forward the plat to the planning board for processing as a subdivision.

Territorial boundaries. The unincorporated areas thereof and any area defined in paragraph (5.1) of Code Section 36-70-2

2.81 *Trailer.* A non-self-propelled vehicle or conveyance permanently equipped to travel upon the public highways that provides temporary use as a residence or living quarters or office; serves as a carrier of people, new or used goods, products, or equipment; or is used as a selling, advertising, or display device whether or not the wheels have been removed and whether or not set on jacks, skirts, masonry blocks, or other foundation.

2.82 *Trash.* Cuttings from vegetation, refuse, paper, bottles, and rags.

2.83 *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.

2.83A *Utilities, government-owned.* Any government-owned water and sewer utilities and appurtenances, including publicly-owned treatment plants permitted by the state, wells, water distribution lines, sewage collection lines, re-use water distribution lines, pump stations, water storage facilities, meter stations, and fire hydrant.

2.83B *Vacant.* A structure in which the principle use has been abandoned. This shall not include structures for sale or rent or temporarily unoccupied.

2.84 *Variance.* A modification of the strict terms of this ordinance granted by the county commission where such modification will not be contrary to the public interest; and where, owing to conditions peculiar to the property and not as a result of any action on the part of the property owner, a literal enforcement of the ordinance would result in unnecessary and undue hardship; and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.

2.85 *Vehicle.* A conveyance for persons or materials.

2.86 *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.

2.87 *Yard.* An open space on the same lot with a building; said space lies between the building and nearest lot or street line.

2.88 *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 are bound on two sides of the lot, the narrower portion fronting on a street shall be declared the front. See "Lot lines, front."

2.89 *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."

2.90 *Yard, side.* That area of open space that is immediately adjacent to the side lot lines. See "Lot lines, side."

Zoning. The power of local governments to provide within their respective territorial boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within

PART II - OFFICIAL CODE
 APPENDIX C - ZONING ORDINANCE
 ARTICLE II. DEFINITIONS

such zones or districts in accordance with the uses of property for which such zones or districts were established.

2.91 Zoning administrator. That person hired by the county commissioners to enforce the zoning ordinance, subdivision regulations, and any other land use ordinances adopted by the county commissioners.

Zoning decision. A final legislative action by a local government which results in:

- (A) The adoption or repeal of a zoning ordinance;
- (B) The adoption of an amendment to a zoning ordinance which changes the text of the zoning ordinance;
- (C) The adoption or denial of an amendment to a zoning ordinance to rezone property from one zoning classification to another;
- (D) The adoption or denial of an amendment to a zoning ordinance by a municipal local government to zone property to be annexed into the municipality;
- (E) The grant or denial of a permit relating to a special use of property; or
- (F) The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (C) or (E) of this paragraph.

Zoning ordinance. An ordinance or resolution of a local government establishing procedures and zones or districts within its respective territorial boundaries which regulate the uses and development standards of property within such zones or districts. The term also includes the zoning map adopted in conjunction with a zoning ordinance which shows the zones and districts and zoning classifications of property therein.

~~2.92 Zoning ordinance or ordinance. The zoning ordinance of the county.~~

2.93 Zoning map. The official map of the County.

(Amend. of 4-4-00(20); Amend. of 4-4-00(21); Amend. of 4-4-00(22); Ord. of 10-21-04, § 1; Ord. of 9-54-07, § 1(a); Ord. of 8-5-08; Ord. of 1-3-11, § 1; Ord. of 7-17-12, § 1; Ord. of 11-5-19 ; Ord. of 3-1-22(1) ; Ord. of 11-15-22(1) ; Ord. of 1-3-23(2))

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO PART II, APPENDIX C, ARTICLE IX,
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND PART II, APPENDIX C, ARTICLE IX, OF THE
EFFINGHAM COUNTY ZONING ORDINANCE 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:

Add/Delete, as follows:

9.4 Procedure for conducting a public hearing.

All public hearings on zoning ~~amendments~~ matters that require a public hearing included but not limited to rezonings, text amendments, conditional uses, sketch plans, and variances shall be chaired by either the chairman of the planning board or the county commission chairman or their designees (hereinafter referred to as the “presiding officer”).

The public hearing shall be called to order by the presiding officer.

The county zoning officer shall be recognized by the presiding officer first and shall be permitted to give a summary of the zoning request.

The zoning applicant or the applicant’s agent, shall be recognized by the presiding officer second and shall be permitted to present and explain the zoning request. Thereafter, all individuals who so desire and if time allows, shall be permitted to speak in favor of the zoning request. After the individuals have had an opportunity to speak, those individuals present at the public hearing who wish to speak in opposition to the zoning request shall have an opportunity to speak. Those speaking for or against the zoning request shall be subject to the time constraints stated below.

When any person wishes to speak at a public hearing, that person shall raise his or her hand and after being recognized by the presiding officer, shall stand and state his or her name, and make any comment appropriate to the proposed zoning request.

The zoning applicant shall have an opportunity, after all comments in opposition have been made, to make summary remarks concerning the proposed zoning request.

A time limit of fifteen (15) minutes shall be imposed upon the total number of people who wish to speak in favor of the zoning request, including the initial presentation of the zoning applicant. Thereafter, a time limit of fifteen (15) minutes shall be imposed on the total number of persons who wish to speak in opposition to the zoning application. Summary remarks by the zoning applicant shall be limited to five

(5) minutes. These time limits may be extended at the discretion of the presiding officer upon a showing of good cause by the person so requesting.

Each speaker shall speak only to the merits of the proposed zoning request under consideration and shall address his or her remarks only to the board conducting the hearing. Each speaker shall refrain from personal attacks on other speakers, board members, or county staff and from discussing facts or opinions irrelevant to the proposed zoning request under consideration. The presiding officer may limit or refuse a speaker the right to continue if the speaker, after being first cautioned, continues to violate this paragraph. The presiding officer shall have the right to ask an attendee or speaker to leave the building for unruly behavior.

Thereafter, the presiding officer shall announce that no further comments from the public or zoning applicant concerning the requested zoning request shall be received and the presiding officer shall close that particular public hearing. Next, the board shall deliberate on the proposed zoning request and then take any action that the board is authorized to take.

A secretary shall record the proceedings of the public hearing. ~~Verbatim~~ Transcripts of the public hearing can be provided if requested and paid for in advance by the requesting party.

The record of the public hearing and all evidence submitted at the public hearing shall be recorded as such and become a permanent part of the particular zoning amendment's file.

Delete the following text:

~~The chairman of the planning board or county commission chairman shall preside at the public hearing and shall identify speakers, maintain order, and conduct the public hearing.~~

~~The process to be followed in conducting these hearings shall be as follows:~~

~~The presiding officer shall open the hearing by stating the specific zoning amendment being considered at the public hearing.~~

~~Where there are a large number of individuals wishing to testify at a hearing, the presiding officer may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Notwithstanding the foregoing, however, in no event shall the aggregate time afforded to those in favor or those opposed to a zoning amendment be less than ten minutes.~~

~~The presiding officer shall recognize the individual parties wishing to testify or present evidence and allow them to present this information.~~

~~Once all parties have concluded their testimony, the presiding officer shall adjourn the public hearing.~~

New section is inserted, as follows:

9.6 Standards and Criteria for zoning decisions.

As appropriate, the following factors may be considered for rezoning, text amendments, and conditional use applications:

- (i) Land development plans, including projected densities;
- (ii) Existing uses and zoning of nearby property:
 - (a) Use and classifications of other property;
 - (b) Effect upon residents of adjoining property
- (iii) Land values:
 - (a) Impact of change on values of adjacent and nearby properties;
 - (b) Opinions as to most advantageous use.
- (iv) Roads and traffic:
 - (a) Character of adjacent and boundary roads;
 - (b) Intersections;
 - (c) Planned development by public agencies;
 - (d) Planned private developments;
 - (e) Effect of increased traffic on safety.
- (v) Rivers, streams and drainage:
 - (a) Flood plains;
 - (b) Soil erosion and sedimentation;
 - (c) Protected areas;
 - (d) Pollution of surface and sub-surface water.
- (vi) Utilities:
 - (a) Sewage disposal;
 - (b) Water supply;
 - (c) Whether the proposed method of sewage treatment is consistent with the county sewer master plan;
 - (d) Whether the proposed rezoning and proposed water usage is consistent with the county water master plan; Page 3 of 3
 - (e) Whether the proposed rezoning is consistent with any and all regional agreements, e.g., regional water agreements and regional sewer agreements.
- (vii) Other special considerations:
 - (a) Buffer zones;
 - (b) Noise;
 - (c) Odor;
 - (d) Fire protection;
 - (e) Terrain or topography;
 - (f) Schools;
 - (g) Animals;
 - (h) Visual intrusions on neighbors;
 - (i) Aesthetics;
 - (j) Site plans and plats;
 - (k) Lighting;
 - (l) Hours of operation

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

This ___ day of _____ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

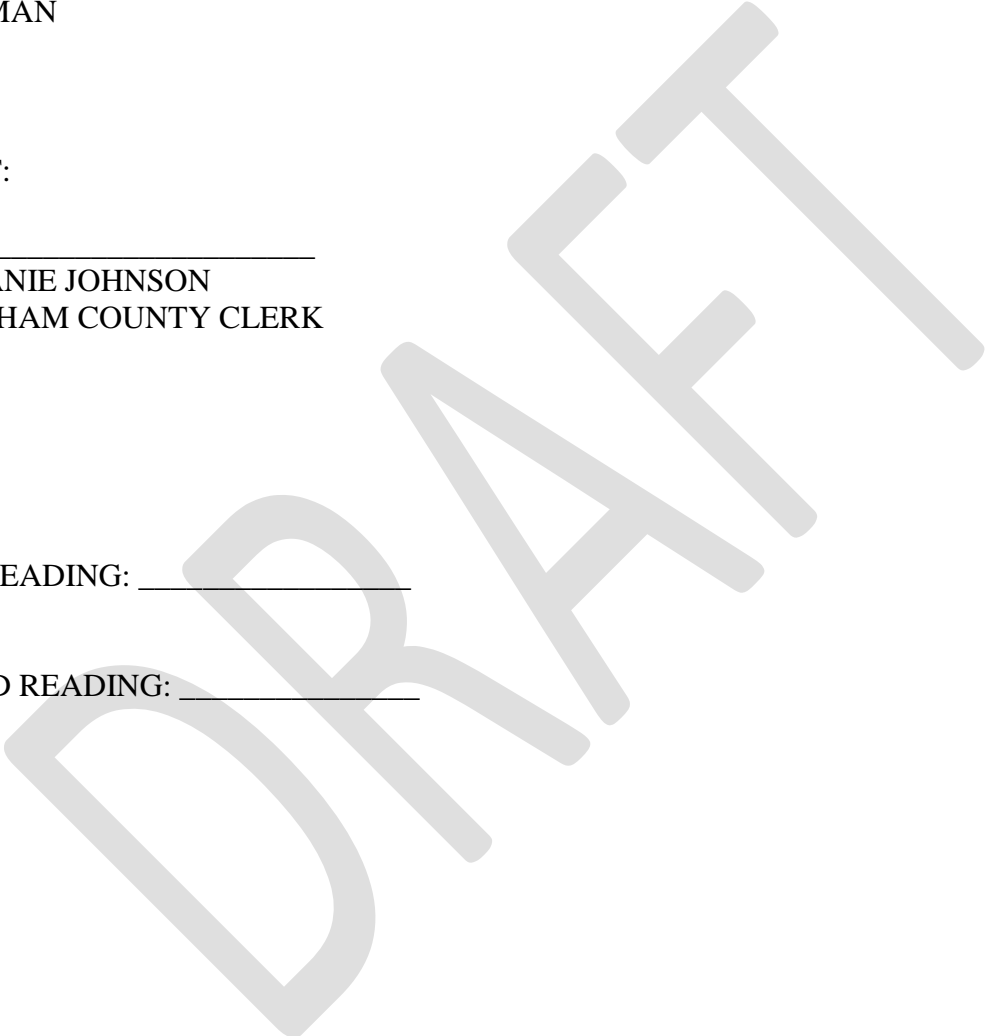
BY: _____
CHAIRMAN

ATTEST:

STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

FIRST READING: _____

SECOND READING: _____



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~~The chairman of the planning board or county commission chairman shall preside at the public hearing and shall identify speakers, maintain order, and conduct the public hearing.~~

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- (iv) Roads and traffic:
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 - (d) Planned private developments;
 - (e) Effect of increased traffic on safety.
- (v) Rivers, streams and drainage:
 - (a) Flood plains;
 - (b) Soil erosion and sedimentation;
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 - (a) Sewage disposal;
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 - (c) Whether the proposed method of sewage treatment is consistent with the county sewer master plan;
 - (d) Whether the proposed rezoning and proposed water usage is consistent with the county water master plan;

-
- (e) Whether the proposed rezoning is consistent with any and all regional agreements, e.g., regional water agreements and regional sewer agreements.
 - (vii) Other special considerations:
 - (a) Buffer zones;
 - (b) Noise;
 - (c) Odor;
 - (d) Fire protection;
 - (e) Terrain or topography;
 - (f) Schools;
 - (g) Animals;
 - (h) Visual intrusions on neighbors;
 - (i) Aesthetics;
 - (j) Site plans and plats;
 - (k) Lighting;
 - (l) Hours of operation.

Change existing 9.5 to 9.6.

STATE OF GEORGIA
EFFINGHAM COUNTY

AMENDMENT TO PART II, APPENDIX C, ARTICLE XI,
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND PART II, APPENDIX C, ARTICLE XI, OF THE
EFFINGHAM COUNTY ZONING ORDINANCE 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:

New sections are inserted, as follows:

ARTICLE XI – ZONING APPEALS

11.1 – Appeal of Zoning Decisions. Any person, persons, or entities jointly or severally aggrieved by a final zoning decision may appeal in accord with O.C.G.A. Section 36-66-5.1(a)(1) and within the time frame established by O.C.G.A. Section 36-66-5.1(b).

11.2 – Appeal of Quasi-Judicial Decisions. Any person, persons, or entities jointly or severally aggrieved by a final zoning decision may appeal in accord with O.C.G.A. Section 36-66-5.1(a)(2) and within the time frame established by O.C.G.A. Section 36-66-5.1(b). The County Clerk is authorized to accept service of process on behalf of the Board of Commissioners of Effingham County.

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

This ____ day of _____ 20__.

BOARD OF COMMISSIONERS,
EFFINGHAM COUNTY, GEORGIA

FIRST READING: _____

BY: _____
CHAIRMAN

SECOND READING: _____

ATTEST:

STEPHANIE JOHNSON
EFFINGHAM COUNTY CLERK

ARTICLE XI – ZONING APPEALS

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Staff Report

Subject: Effingham County Parks Master Plan

Author: Angela Stanley, Capital Project Manager

Department: Parks & Landscaping

Meeting Date: July 18, 2023

Item Description: Effingham County Parks Master Plan by POND

Summary Recommendation: Staff recommends approval of the Parks and Recreation Master Plan

Executive Summary/Background:

- Pond & Company was awarded Effingham County Parks Master Plan.
- 10-year update to the County's Parks and Recreation system comprehensive plan.
- Added scope to develop concepts for the Atlas site and phase 1 construction documents.
- Staff has reviewed the master plan and recommends approval.

Alternatives for Commission to Consider

1. Approve
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Effingham County Parks Master Plan, County Manager, Purchasing

Funding Source:

Attachments: Effingham County Parks Master Plan



Effingham County

Parks & Recreation Master Plan 2022



July 6, 2023





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Purpose of the Plan Update

Purpose of the Plan Update:

In January of 2015, Effingham County adopted a 15-year Comprehensive Recreation and Parks Plan to “ensure that the County’s facilities continue to meet the residents needs over the next 15 years.”. In the intervening, nearly 8 years since that plan was adopted, the county has achieved a number of the recommendations, the most significant being the development of a “New Centralized Park”, that being the first phase of the Clarence E Morgan Recreational Complex and Gym. Additional improvements at the 119 Recreation Complex and Sand Hill were also achieved.

In the time since adoption of the 2015 plan, the County has seen rapid population growth, on par with what was forecasted in the plan. This growth has been concentrated in the southern portions of the county, adding pressure for more facilities to be implemented. The world also experienced the Covid19 pandemic that sent waves of change through organized recreation programs and how people view and use parks. The recreation programs participation levels have rebounded to near or better than pre-pandemic numbers, and demand remains high for quality parks, recreation facilities, and programs, to maintain Effingham County as an attractive place to live and work. Parks remain important to the overall health and wellbeing of the residents of Effingham County, and they are an important factor in the attractiveness of the County to potential new residents.

This purpose of this 2022 plan update is to provide new recommendations to continue the momentum of parks and recreation offerings in the County. The planning team looked at each existing park for ongoing maintenance and capital improvement needs, engaged the citizens of Effingham County to understand the needs and wants of the residents as it relates to parks, recreation facilities, and programs, and benchmarked the county against NRPA (National Recreation and Park Association) data for jurisdictions of similar size. Combined, this data informs the recommendations presented in this master plan update.

Parks are important to people. NRPA released their 2022 Engagement with Parks Report which provides useful insight on the perception of parks within the American public. Key findings of the report include:

- 275 million people in the United States visited a local park or recreation facility at least once during the past year, that’s better than 80% of the US population.
- Nearly three in four U.S. residents have at least one local park, playground, open space, or recreation center within walking distance of their homes; nearly 20% of the US population live in rural areas.
- 84 percent U.S. adults seek high-quality parks and recreation when choosing a place to live
- Nine in 10 people agree that parks and recreation is an important service provided by their local government.
- Nearly three in four people agree that equity should in an *extremely or very important* goal for their local park and recreation agency.

The report goes into depth and the data can be drilled down to a number of demographic qualifiers. There is a lot of consistency in the data across the different regions of the United States and across the various demographics. Readers of this Effingham County Parks and Recreation Master Plan update should also consider reading the NRPA 2022 Engagement with Parks Report for additional detail.

The report can be found online:

<https://www.nrpa.org/publications-research/research-papers/engagement/>

The intent of this plan is to be transparent and concise, so that the process leading to the recommendations is clear and the recommendations are logical and easily identified for implementation in the next 10 years.



Other Relevant Plans Summary

Other Relevant Plans Summary:

Planning is a constant process where other county or regional plans are developed and may have some relationship to one another. For this project the County's 2020-2040 Joint Comprehensive Plan, the County's 2021 Transportation Master Plan, the 2022–2026 Georgia Statewide Comprehensive Outdoor Recreation Plan, and the previous 2015 Parks and Recreation Master Plan were reviewed. The following summarizes items related to parks and recreation in each of the County non-parks and recreation plans and the SCORP. Generally, the plans are in concurrence with one another and supportive of similar concepts and goals.

2020-2040 Effingham County Joint Comprehensive Plan:

- Identified need to invest in infrastructure that improves quality of life for residents (sidewalks, street lighting, parks, etc.).
- Land use goals included: Support and expand the network of pedestrian and bicycle path connections to residential areas, public parks, natural features, surrounding communities and recreation facilities.
- General Recommendations included:
 - Expand and improve greenspace and parkland by providing requirements for areas to be set aside for active and passive recreation when new (private) development occurs.
 - Re-use the Atlas Sand property as a water resource and recreation area.
 - The Cities of Guyton, Springfield, and Rincon each have general recommendations and goals for expanding greenspace and parkland, and accommodating the community's recreational needs, including a recommendation for collaboration between Guyton and Springfield for a joint parks project.
 - Improve planning and communication efforts with adjacent communities and pursue opportunities for joint decision-making with regard to recreational services, public facilities, and other cultural amenities.
 - Work with Effingham County and the City of Springfield on developing a greenway and interconnecting bike and pedestrian paths. (This cross-references with recommendations in the 2021 Effingham County Transportation Master Plan.)

The SWOT analysis for the 2020-2040 Joint Comp Plan identified the following as relates to parks and recreation:

Effingham County:

- Strength: Active recreation facilities and programs
- Weakness: Direct access to nature and passive recreation
- Opportunities: Market recreational facilities (park complex)
- Atlas water reservoir

Guyton:

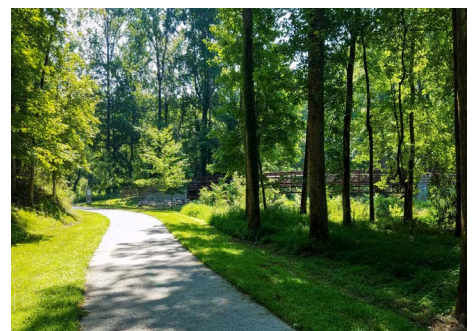
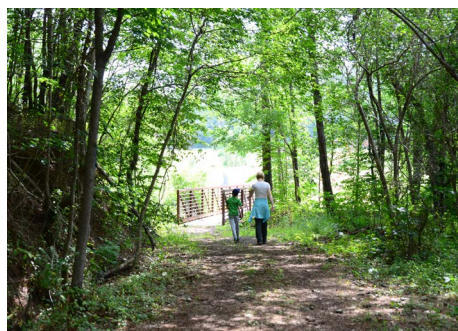
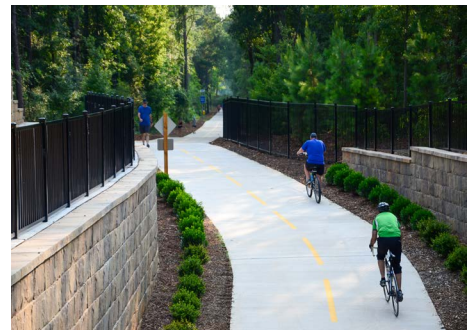
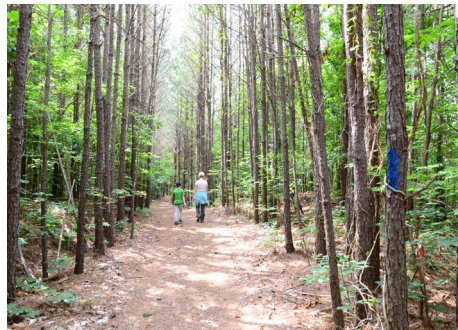
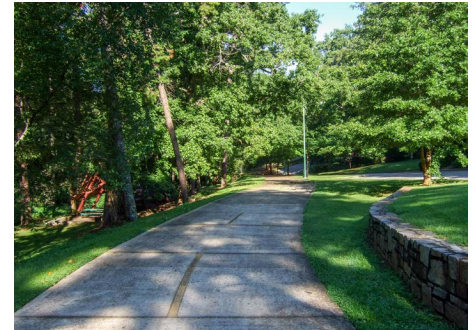
- Strength: Walking Trails; proximity to natural resources
- Weakness: Lack of recreation/sports
- Opportunities: Trail from Guyton to Springfield; Greenway and US Bike Route 1



Springfield:

- Strength: Greenspace/Streetscape; Recreation Complex
- Weakness: Connectivity / pedestrian connections
- Opportunities: Ebenezer Trail Development

Rincon: no parks and recreation specific SWOTs were noted



Active Recreation Facilities and Programs

Access to Nature and Passive Recreation

Multi-use Trails



The following is the proposed work program from the 2020-2040 Joint Comp Plan, for Recreation in Effingham County 2020-2024:

Brief Description	Timeframe	Responsible Party	Estimated Cost	Funding Source	Status
Construct new gym at CEM Recreation Complex on HWY 21, phase I	2020-2024	County	\$4.2 million	SPLOST	COMPLETE
Construct CEM Recreation Complex on HWY 21, phase II & III	2020-2024	County	\$10 million	SPLOST	IN PROGRESS
Remodel gym at Central Learning	2020	County	\$65,000	SPLOST	COMPLETE
Construct Sand Hill playground	2020	County	\$37,000	SPLOST	???
Construct Sand Hill batting cages	2020	County	\$25,000	SPLOST	COMPLETE
Purchase soccer goals for Sand Hill	2020	County	\$7,000	SPLOST	COMPLETE
Purchase pitching machines (6) for Sand Hill	2020	County	\$10,000	SPLOST	COMPLETE
Construct McCall Rd batting cages	2020	County	\$25,000	SPLOST	PARK COMPLETELY RENOVATED
Evaluate Atlas Mine site for reservoir; Planning	2020	County	\$500,000	SPLOST	COMPLETE
Atlas Mine site reclamation; additional land purchase as needed	2020-2024	County	TBD	SPLOST	COMPLETE
Review/revise ordinances as necessary to ensure recreation areas accommodate community needs, e.g. dog park	2020-2024	County	TBD	General Fund	???

2021 Effingham County Transportation Master Plan:

- Minimal Feedback from residents regarding Bicycle or Pedestrian needs and commonly comments or citizen rankings placed a lower priority on bicycle and pedestrian facilities.
- Plan does recommend key countywide bicycle and pedestrian facilities connecting the Cities of Guyton, Springfield, and Rincon, improving quality of life and providing alternative ways to move around the county.
- 5 Bicycle and Pedestrian Facilities projects were recommended including multi-use trails which provide recreational services.

2022–2026 Georgia Statewide Comprehensive Outdoor Recreation Plan (SCORP):

The 2022–2026 Georgia Statewide Comprehensive Outdoor Recreation Plan (SCORP) serves as Georgia’s five-year comprehensive plan for outdoor recreation. The mission of the plan is to provide a roadmap for policymakers, practitioners, and citizens as they make important decisions about the future of outdoor recreation and conservation in Georgia. Priority opportunities and challenges were identified through the SCORP planning processes, including an assessment of the supply and demand of recreation resources and facilities. This plan is crafted for two primary reasons: to fulfill Georgia law mandating the development of a state policy on outdoor recreation in Georgia (Georgia Code 12-3-1); and to keep Georgia eligible to receive and disseminate federal Land and Water Conservation Funds to government recreation agencies for acquisition of park lands or the development and rehabilitation of outdoor recreation facilities.

The 2022-2026 SCORP can be found here for detailed review: <https://gastateparks.org/SCORP>

The SCORP Demand Summary stated the following:

The surveys illuminated several interesting items about Georgians’ demand for outdoor recreation. The vast majority of survey respondents visit outdoor recreation areas here in Georgia. While the individuals in the focused surveys have unique experiences, they generally enjoy being outdoors and indicate that they engage in outdoor recreation for similar reasons to those in the statewide survey. People participate in outdoor recreation for a variety of reasons, but more than half cite fun, relaxation, to be with family and friends, health, and experiencing nature as important to them. Demand for outdoor recreation has increased since 2016, and the types of activities that people are engaging with have changed. Hiking, camping, and biking have all become more popular.

There are challenges facing parks and outdoor recreation areas. These include challenges with crowding, safety, parking, accessibility, and restrooms, though this year’s survey suggests significant progress made towards alleviating some of these challenges. There remains broad public support for increased public funding for outdoor recreation. Georgians love being engaged in the outdoors, and local, state, and federal facilities provide invaluable spaces for their outdoor recreation needs.



The plan identified four pillars of outdoor recreation:

1. Conserve natural resources.
2. Enhance economic vitality.
3. Promote health, fitness, and livability of communities.
4. Improve awareness, accessibility, and inclusion.

These pillars have an overarching correlation to the community feedback received throughout the Effingham County Parks and Recreation Master Plan Update planning process.

2015 Effingham County 15-Year Comprehensive Recreation and Parks Plan

The 2015 plan was created to identify parks and recreation needs within the County's purview and to make recommendations for addressing those needs. Though it was stated as a 15 year plan, and just short of 8 years have elapsed since the adoption of the plan, much of the plan recommendations have been achieved and it is advisable to update plans such as this on an approximately 5-year basis to ensure the goals are being met and adjustments are made to continue success for the County with regard to providing parks and recreations facilities and programs.

The 2015 plan identified four guiding principles by which the parks and recreation system improvements should be measured, including safety, accessibility, sustainability, and appropriateness. These guiding principles provide long term value to the County and its citizens when fully integrated into capital improvements within the park system.

Specific recommendations of the plan included:

1. A general and overarching recommendation for adding trails, bicycle paths, multi-use trails, and sidewalks to improve mobility and increased recreational opportunity in the county. No specific projects were identified.
2. It was recommended that a branding and wayfinding sign system for the park system be developed and implemented. This item has not yet been completed and remains a valid recommendation.
3. Section 5.3 recommended renovations and improvements to some of the existing park facilities in the County., including the 119 Rec Complex, Sand Hill, the Central Gym, and Ulmer Park. Some but not all of these recommendations were completed. Ulmer Park was deferred as the City of Springfield is taking over the park and leading redevelopment of the park.
4. Section 5.4 recommended the development of a "new centralized park" which came to be the Clarence E Morgan Complex (CEM). To date the first phase of the park and the gym have come to reality. Future phases are still to come.



Population growth in Effingham County

Population growth in Effingham County:

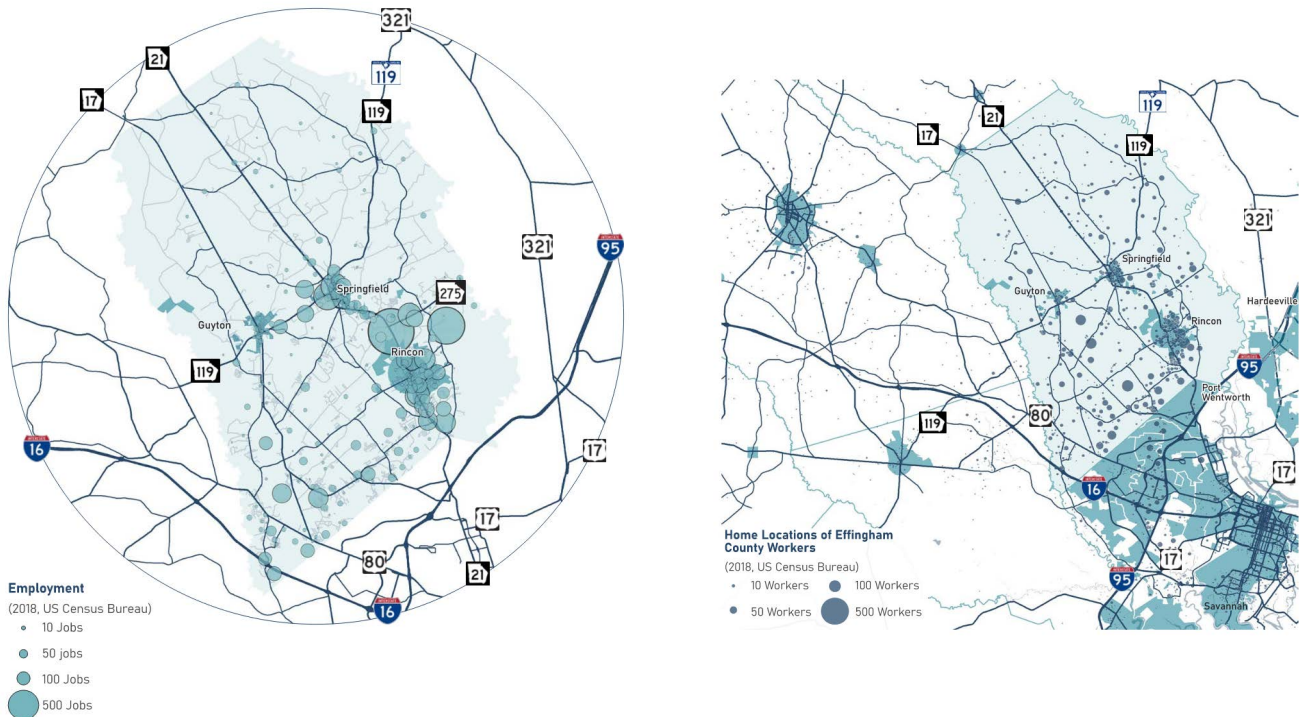
While the previous plan was completed in 2014 and finalized in January of 2015, the population data utilized at the time, estimated the County's population in 2013 to be approximately 54,500 residents, and projected the 2025 population to reach over 71,300 residents.

This current plan update has the benefit of the recent 2020 census data which resulted in the following estimates and forecasts:

	2020 Census	2025 Forecast	2030 Forecast	2035 Forecast
Effingham County	64,769	71,397	77,515	83,945

Forecasted growth is on track with that which was predicted in the 2015 plan. At this pace, there will be a nearly 20% increase in the number of residents in Effingham County between 2020 and 2030. A 20% increase in people means that existing public facilities and services will be in greater demand, and additional facilities and services will be needed to continue to meet the needs of the growing population in the next 10 years and beyond. The census data anticipates a continued upward trajectory of population growth for decades to come.

The current population distribution by age can be seen in Figure 1. Population distribution can show important trends such as aging population and loss of younger residents or exodus of the older generations and a younger base population. These trends also help to inform the recreational needs of a community of people.



Employment and Housing densities within Effingham County.

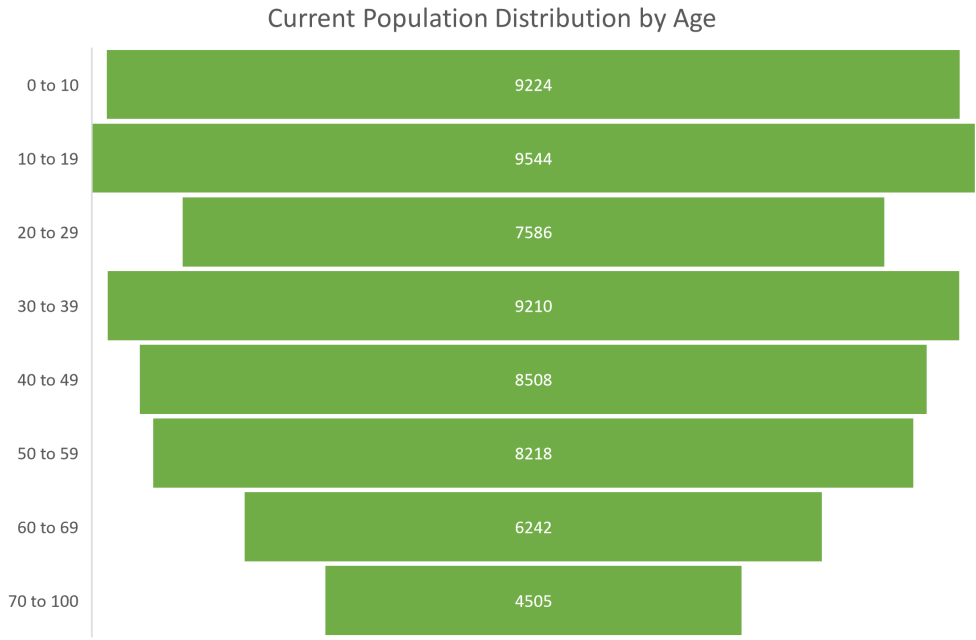


Figure 1 - Current population Distribution by Age

In comparison the 2030 projected population distribution by age is shown in Figure 2. The notable difference is the county is projected to have more older resident of retirement age and beyond, while the distribution of younger age groups only reduces by 1 to 3% to compensate for the growing older resident population.

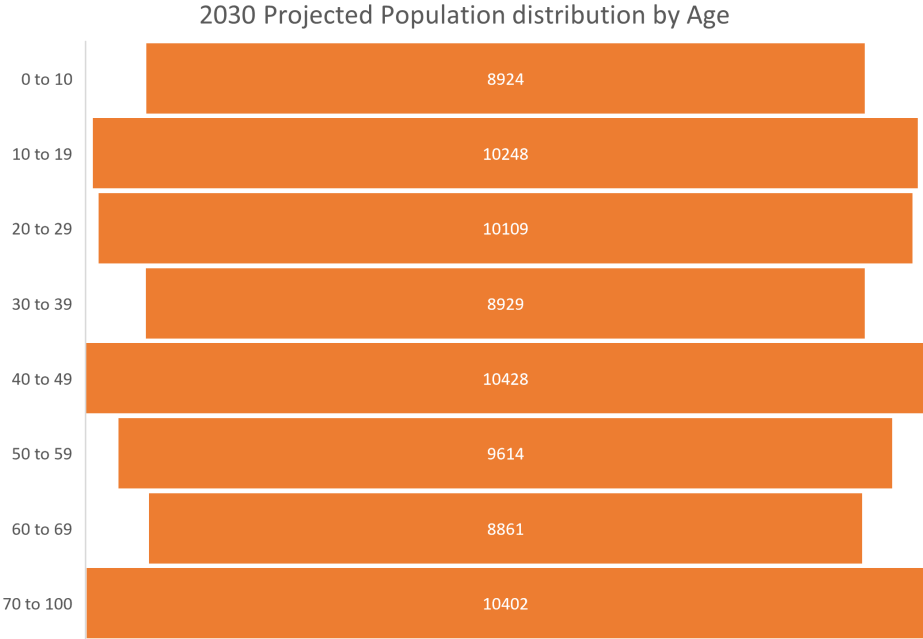


Figure 2 - 2030 Projected Population Distribution by Age



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Needs Assessment

Needs Assessment:

As was stated in the 2015 plan, The National Recreation and Park Association (NRPA) was formed in 1965 and continues to serve as the leading advocacy organization dedicated to the advancement of public parks, recreation, and conservation. In 1983 the NRPA and its Director of Research, Roger A. Lancaster, first published the Recreation, Park and Open Space Standards and Guidelines. The publication became the standard for park and recreation planning throughout the country. While it served a purpose and guided planners and parks professionals for a couple of decades, it was last updated in the late 1990s and a new, more equitable benchmarking practice has evolved through NRPA.

NRPA now collects data from jurisdictions about their staffing, facilities, programs, and budgets. This information is collected via voluntary surveys and the data is entered into the NRPA's Park Metrics database which is the most comprehensive source of data and insights for park and recreation agencies. The database was launched in 2009 and continues to improve with additional data being provided annually by agencies around the country. NRPA also issues an annual Agency Performance Review Report that updates the data and trends in the metrics.

The database allows parks and recreation departments, agencies, and consultants to benchmark comparable jurisdictions by size, rather than national averages that would skew results from the very smallest to the very biggest of city and county parks departments. The data is grouped into 5 major categories:

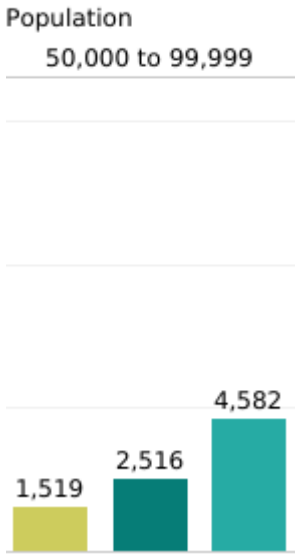
- Jurisdictions less than 20,000 residents
- 20,000 to 49,999
- 50,000 to 99,999
- 100,000 to 250,000
- Greater than 250,000 residents

At more than 65,000 residents in 2022, Effingham County falls squarely in the 50,000 to 99,999 population range for benchmarking purposes. Based on population we can assess how Effingham County compares on several categories. These are data points for comparison, there are no hard and fast answers. Collectively this data is used to help guide the County on future capital improvements, land acquisition for additional parks, programming, staffing and budgeting.

NRPA examines the quantity of parks within a jurisdiction in two ways – Residents per Park and Acres of Park Land per 1,000 Residents. In the table that follows, we can see how Effingham County currently compares within the jurisdiction population range. It should be noted, we also looked at the numbers to include facilities in the City of Rincon, as they are parks and acres of parkland that residents of Effingham County have access to. If we were to ignore Rincon's parks, we would skew the true offerings available to all residents. It is appropriate to consider the results of Effingham alone and in concert with Rincon.



Residents per Park

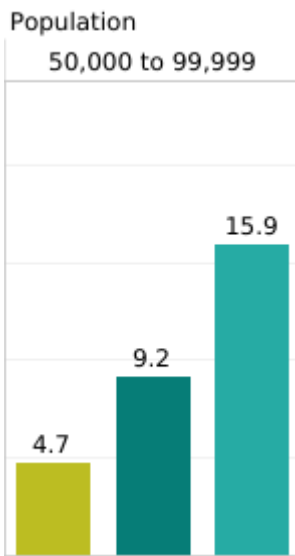


Based on a 2020 population of approximately 65,000 residents, Effingham County alone has a ratio of 4,063 residents per park (16 total parks currently). Adding the 6 Rincon Park sites the number eases to 2,955 residents per park.

By 2030 if the Atlas site is the only park added, the County ratio will be 4,559 residents per park based on a projected population of more than 77,000 residents. Including the Rincon parks, the ratio eases to 3,370 residents per park.

These numbers trend toward the high average. Ideally the county would like to trend toward the median of approximately 2,500 residents per park. For reference the median number of residents per park for jurisdictions with population of 100-250k is 3,170. Collectively the County, including Rincon facilities, is hovering around the median ratio, especially when population growth is taken into account.

Acres of Park Land per 1,000 Residents



Effingham Co. currently offers 355 acres of parks, open to the public. When the Atlas site opens as a passive park, that number will increase to 669 acres. When the City of Rincon parks acreage is included, the number of acres further increases to 747 acres.

Therefore based on 2020 population there are 6.60 acres of parkland per 1,000 residents in the County, and once the Atlas site opens the number will jump to 11.50 acres per 1000 residents.

This puts the county reasonably in median standing currently and as relates to 2030 population projections. For reference the acres of land per 1000 residents is nearly identical for jurisdictions with population of 100-250k at 4.6/8.9/16.3ac respectively.



In summary, the County is within the range when compared to the offerings of jurisdictions with similar populations. However, the County has a desire to remain an attractive destination for new residents, and based on population projections, it is recommended the County continue to add parks and parkland acreage to maintain at least the median offerings.

NRPA provides data on the prevalence of recreation facilities and the number of residents per facility, again broken down by the same jurisdictional population categories as noted previously. While every type of recreation facility is not represented in the NRPA data, the major, and commonly expected facilities are present. Table 1 that follows provides detail of the facilities offered by Effingham County, as well as those offered in the City of Rincon, and the benchmark comparison is calculated to show where the county meets the median, is deficient, or shows a surplus of facilities based on this benchmarking data. Again, these are not the answers alone. Recreational programming demand is a key component of determining what Effingham County's actual needs are for specific facilities.



Well maintained athletic complexes that provide a range of field sizes and support the full age ranges from youth through adult leagues are important assets for Parks and Recreation Departments to maintain a quality level of service.

For example, looking solely at Effingham County youth baseball/softball programs, the total count of baseball/softball fields in the county is 22. However, we know that the lights at Pineora do not currently work and fields are not viable for evening practices and games. The same can be said for the Meldrim field, and the Clyo Community Park field is strictly used as a community field without programming. That reduces the number of available fields to 16. Also looking at the mix of field sizes in the County there are currently 8 functional 200-250' fields and 8 functional 300' fields.

The reasonable carrying capacity of any one field is approximately 96 players. One field can be scheduled for 2 practices per day 4 days a week, plus 4 two-hour games on a Saturday or Sunday and 8 one-hour practices on the Saturday or Sunday when games are not played, and this leaves one day per week available for make-up games. This is a typical maximum programming of field time.

With 1032 players in the spring 2022 baseball/softball season in County recreation leagues alone, 11 fields are needed to support the approximately 86 teams across all age groups. There are an additional 25 travel league baseball and softball teams vying for field time, which adds 4 more fields to the needs to support all teams.



The county has 16 functional fields and current demand indicates 15 fields are needed. Due to the lack of rectangular rec fields for soccer, lacrosse, and football, there is competition for space as many baseball outfields are used for soccer in the fall season. As soccer and baseball both grow in popularity and both continue to have spring and fall leagues, demand for field space that is functional in all seasons, as well as day and night (meaning lights are imperative) will only increase as population increases.

Soccer is in demand as can be seen from the participation numbers in both recreation and travel leagues in the county, as well as responses from the community survey. Recent recreation program soccer participation data shows that there were over 600 children playing rec soccer in Effingham County, and more than 80 teams in need of field time. There were at least 13 other travel program soccer teams also seeking field time in County parks. Like baseball and softball, field demand can be calculated for soccer in a similar manner.

The older the age group the larger the field needed for games and practice. The younger the age group, the fewer players per team, and the less time needed for practices and game times. These number work together because not all field demands are created equal.

Soccer field dimensions are variable, so for every age group there is a range of size that is acceptable. Without proper facilities teams can be forced to play on sub-standard sized fields. The following are typical field sizes needed for soccer by age groups:

Age	Yards	Feet
6U	25-30 x 15-20	75-90 x 45-60
8U	30-40 x 20-25	90-120 x 60-75
10U	60-70 x 40-50	180-210 x 120-150
12U	80-100 x 40-55	240-300 x 120-165
14U	100-110 x 50-60	300-330 x 150-180

Examining the field dimensions in Table 2, we can understand that 12U and 14U teams essentially need the surface area of a “full size” field for practice and games. Younger age groups utilize field space with much greater efficiency. A typical full-size field can be divided into two 10U fields or four 8U fields. A regulation full-size field can be divided into as many as nine 6U or younger fields, and demand for field time is less at each age group.



Based on the number and mix of teams most recently active in the County recreational soccer program, and maximizing field space the County's current recreational soccer program needs could be met with 3 regulation full-size fields. Adding in demand from 13 additional travel programs and future population and therefore anticipated program growth, more fields are certainly needed to reduce maximum pressure on field usage and to allow for program growth. Lighted fields are necessary to maximize field availability for all teams and age groups. We must also take into account football and lacrosse needs for these same rectangle athletic fields. Ultimate, originally known as Ultimate Frisbee, is also a growing sport that uses rectangle athletic fields. Effingham County needs additional rectangle athletic fields to be able to accommodate the many growing sports programs that require such spaces.

Baseball, Softball, and Soccer, are the 3 sports that demand the most field space and time in Effingham County. In reviewing the benchmarking data in Table 1 general deficiencies and surpluses of recreation facilities can be seen, as simple comparisons to other similar sized jurisdictions. When compared to actual recreation program participation and facility demands a truer expression of deficiency or surplus is realized. Looking in further detail it can also be seen that in comparison to other jurisdictions of similar population size, the county is considered deficient in outdoor basketball courts, pickleball courts, aquatic centers or pools, skateparks, nature centers, and walking trails. These facilities also appeared in the community survey as facilities in demand, so the benchmark data and the community data support one another in identifying the need to add such facilities to Effingham county parks.

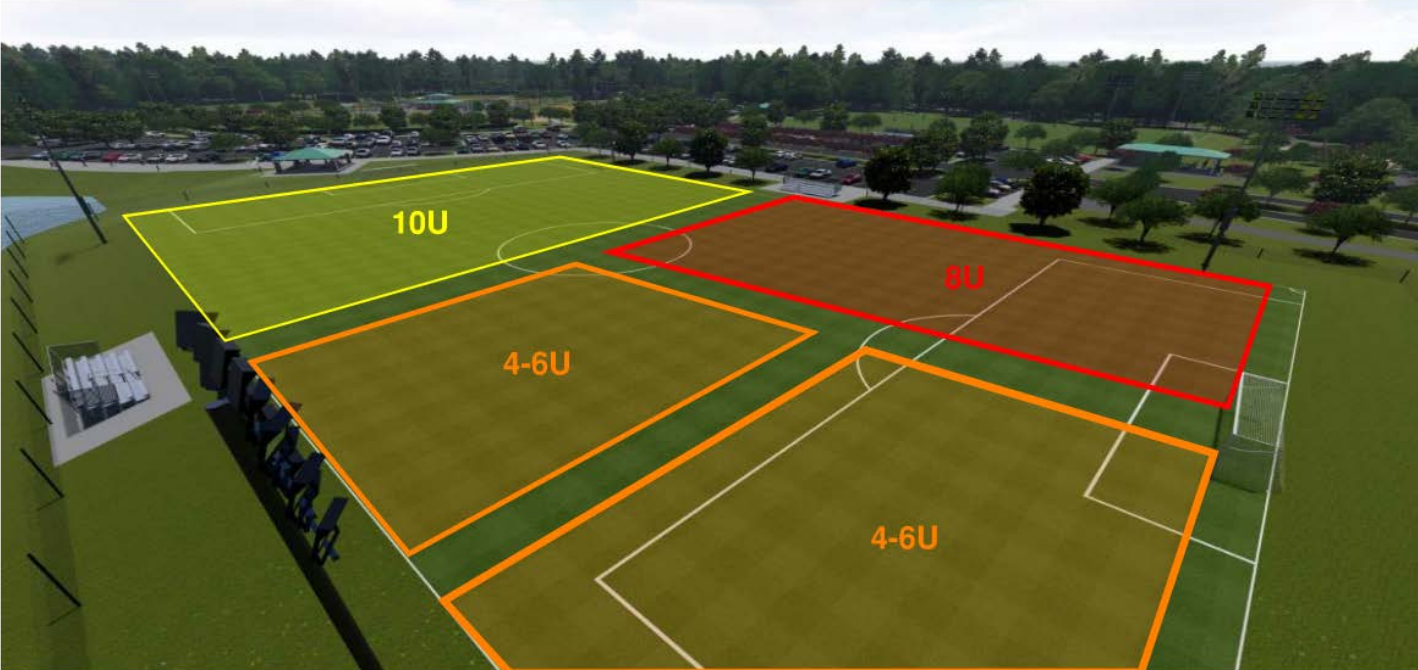


Figure 3: Full-size soccer fields that support play of older children and adults can easily be subdivided into many smaller fields for young age play.



	Units	CEM	119 Rec Complex	Sandhill	Pineora	Tommy Long	Long Bridge	Abercorn	Tuckasee King	Steel Bridge	Meldrim Park	Meldrim Field
Baseball 200+	ea	4	1	1	2							
Baseball 300+	ea	2	2	4	2							1
Baseball Stadium	ea	1										
Youth Baseball General	ea	7	3	5	4							1
Playground	ea	2	1	2	2				1		1	
Walking Trail	mi	0.57	0.49		0.5							
Gym / Rec Center	ea	1	1									
Rectangle Sport Field	ea		1	2								
Basketball court (outdoor)	ea			1							1	
Off-leash dog park	ea				1							
Tennis Court	ea										1	
Pickleball Courts	ea											
Community Center	ea											
Multi-purpose synthetic rect field	ea											
Community Garden	ea											
Rect. Fields dedicated to soccer	ea											
Aquatics Center	ea											
Swimming Pool	ea											
Skate Park	ea											
Nature Center	ea											
Restrooms	ea	6	2	4	2	2	2		2		2	2
Concession Stand	ea	1	1	1	1						1	1
Pavilions	ea	2	1	4	2				1	1	1	
Batting Cages	ea	4	1	2	2							1
Parking												
Maintenance Bldg	ea	1	1	1								
Boat Ramp	ea					1	1	1	1	1		
Fishing Dock	ea								1			
Picninc Grove	ea										1	
Lake / Pond	ea											
Plaza	ea											
Memorial	ea											
Acres of land	ac	113	19.28	69.83	61.43	10.25	2.12	0.39	18.11	2.15	1.35	4.13

Table 1: This matrix represents the total quantity of recreation facilities in Effingham County, and compares the county's offerings to the benchmark data of similar jurisdictions in the 50,000 to 99,999 population bracket. Surplus or deficiency are relative compared to benchmark data, but actual surplus and deficiency depend on actual county recreation demands as described previously in this document. Rincon data is also added to see how the data changes when these facilities are included in the calculations.



Values in this column represent the average population per one facility on NRPA benchmark data. *Item XI. 1.*

McCall Park	Baker Clyo Lake	Central Gym	Veterans Park	Atlas Site	COUNTY TOTAL	Rincon Total	EffCo and Rincon	NRPA Benchmark, 1 per XXXX residents	How Effingham compares based on 2020 pop. (65k)	Effingham Co. Defficiency based on 2030 pop (77.5k)	How EffCo+Rincon compares based on 2020 pop. (65k)	EffCo+Rincon Defficiency based on 2030 pop (77.5k)	
1	1				10	10	20	9892	3.4	2.2	13.4	12.2	
					11	2	13	21162	7.9	7.3	9.9	9.3	
					1	0	1	62944	0.0	-0.2	0.0	-0.2	
1	1				22	12	34	9892	15.4	14.2	27.4	26.2	
1	1				11	3	14	3807	-6.1	-9.4	-3.1	-6.4	
0.3		0.97			2.83	0	2.83	14	-11.2	-11.2	-4640.0	-5532.9	
			1		3	0	3	40817	1.4	1.1	1.4	1.1	
1					4	2	6	12505	-1.2	-2.2	0.8	-0.2	
1	1				4	2	6	8477	-3.7	-5.1	-1.7	-3.1	
1					2	0	2	56084	0.8	0.6	0.8	0.6	
		6			7	5	12	6413	-3.1	-5.1	1.9	-0.1	
					0	0	0	12000	-5.4	-6.5	-5.4	-6.5	
	1				1	1	2	44933	-0.4	-0.7	0.6	0.3	
					0	0	0	34104	-1.9	-2.3	-1.9	-2.3	
					0	0	0	49351	-1.3	-1.6	-1.3	-1.6	
					0	0	0	12228	-5.3	-6.3	-5.3	-6.3	
					0	0	0	60495	-1.1	-1.3	-1.1	-1.3	
					0	0	0	40264	-1.6	-1.9	-1.6	-1.9	
					0	0	0	65000	-1.0	-1.2	-1.0	-1.2	
					0	0	0	72210	-0.9	-1.1	-0.9	-1.1	
2	2	2			30	2	32						
					6	1	7						
1	1	2		1	17	2	19						
					10	8	18						
					0	0	0						
					3	0	3						
		1			6	0	6						
					1	0	1						
					1	0	1						
		1		1	2	0	2						
				1	1	0	1						
				1	1	1	2						
5.6	8	30.8	0	8.59	314.3	669.33	77.85	747.18	9.2	10.30	8.64	11.50	9.64

Data for deficiency or surplus is not calculated because NRPA does not currently quantify data for these particular facilities in parks. The information is shown for informational purposes related to Effingham County Parks.

Median AC / 1000 res	AC / 1000 res	AC / 1000 res	AC / 1000 res	AC / 1000 res
9.2	10.30	8.64	11.50	9.64
Excluding Atlas:	5.46	4.58	6.66	5.59

NRPA Acreage	Value
Low	4.7
Median	9.2
High	15.9

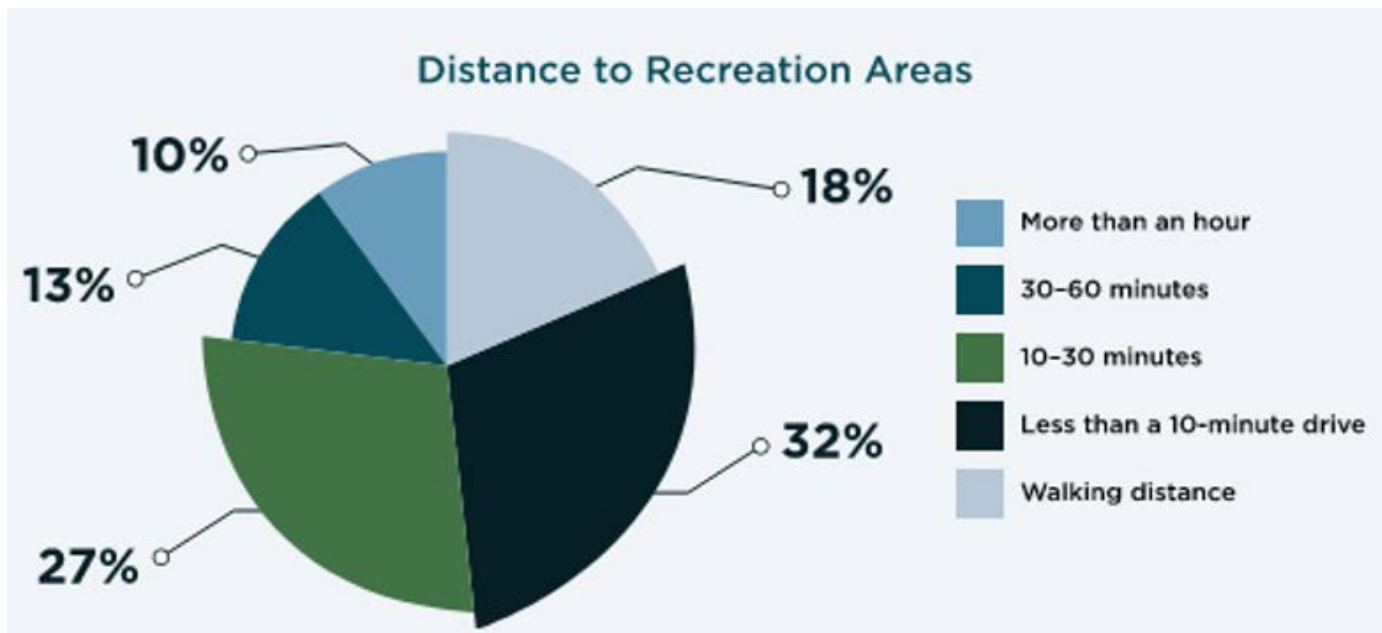
Once the Atlas Site opens to the public, the park acreage per 1000 residents in the county will be at or above the comparable median value for jurisdictions of similar size. The County should continue to add park acreage, especially passive parkland to stay ahead of the median value / provide more benefit to County residents.



Gap Analysis

Gap Analysis:

The location of parks in the county in relationship to where people live, and work is an important consideration. As a county grows denser, without forethought and action, viable park land gets developed into homes and businesses, if it is not bought and preserved for future development, or otherwise required to be provided by developers as a condition of their land development approvals. Rural counties are different than urban cities when it comes to considering access to parks. A common refrain is “everyone should be within a 10-minute walk of a park, greenspace, rec center, or recreational trail”. This makes a lot of sense in denser cities but is less viable on a countywide scale. As a Point of reference, the pie chart below shows the distance to recreation areas for respondents to the 2022-2026 Georgia SCORP Recreation Survey. While 50% of respondents statewide indicated they are living between walking distance and a 10 minute drive, the other 50% of respondents are further, to much further, due to distance or traffic congestion.



Source: 2022-2026 Georgia Statewide Comprehensive Outdoor Recreation Plan (SCORP)

When considering the accessibility of parks and gaps in service on a countywide scale, we look for even distribution of parks and the facilities offered. Parks should be reasonably accessible by car, bike, or foot, within the population centers in the county. While it may never be a perfect distribution the county should seek to build parks spread throughout the county and predict where future growth will demand parkland and facilities.



Parks and recreation programming are local. While there are similarities across different cities and counties of comparable size and location, the variety in parks and recreation programs is extensive from city to city, or county to county, and certainly from region to region.

There are numerous metrics by which parks can be measured in terms of providing a level of service to the communities they serve. At the most basic, there is a desire to ensure everyone has reasonable access to a park from their home. Since 2017 the Trust for Public Land (TPL) has promoted the 10-Minute Walk Program, whose mission is "Everyone in U.S. cities should have access to a quality park within a 10-minute walk of their home." With actions implemented in concert with land development, this goal is reasonably achievable, because more than 80% of the US population lives in urban areas, however we know it's not fully achievable for the 20% of the population that live in rural areas.

In years past, park classifications have often referenced service radii that indicate the typical draw of residents to a particular type of park. For example, 'Neighborhood Parks' have often been prescribed a ½ to 1 mile service radius, and 'Community Parks' a 1-to-3-mile service radius. As parks grow in size and complexity the radius grows or becomes described in terms of drive time rather than physical distance.

In Effingham County the park inventory ranges from specialty sites such as the boat landings to large recreation complexes (CEM, Sand Hill) to a few smaller Community Parks (Meldrim, McCall, Baker Lake). Neighborhood parks are lacking or exist as community greenspaces within private developments and are not inventoried as a county resource. Most of the County parks are by their very nature not within walking distance of many county residents and are by default driving destinations.

For Effingham County we can consider community access to the various parks based on the distances people will drive to use a particular park's amenities. Most people will reasonably drive 5 to 15 minutes to any park that meets some recreational need, be it open space for kids to play, a playground, a place to walk or recreation programming. The 5-to-15-minute drive easily translates into less than a mile to possibly as far as 10 miles that people are willing to drive to enjoy a park.

When recreational programs are added to the mix, parents become more willing to drive 15 to 30 minutes or more to get to the complexes that provide the proper facilities for competitive organized sports. This translated into people regularly driving 5 to 25 or more miles to a park with the facilities and programs they need.

People will drive even greater distances to use boat ramps, but these parks in Effingham County offer little more than water access, so to represent their coverage of the community in terms of a service area radius provides a skewed look at the actual service area of a particular park.



For the purposes of delineating service are of the County's parks the following classifications and service radii are used, to give a general view of access to parks and recreation programs in the county:

Park	Classification	Service Radius	Drive Time
Clarence E Morgan Complex	Regional Park	5-25 miles	15-30 min
Sand Hill Complex	Regional Park	5-25 miles	
Pineora	Community Park	0-10 miles	5-15 min
119 Complex	Community Park	0-10 miles	
Baker Lake	Community Park	0-10 miles	
Meldrim Community Park	Community Park	0-10 miles	
Meldrim Ball Field	Community Park	0-10 miles	
McCall Park	Community Park	0-10 miles	
Veterans Park	Community Park	0-10 miles	
Clyo Community Park	Community Park	0-10 miles	
Tuckasee King Landing	Community Park	0-10 miles	
Tommy Long Landing	Special Facility	Varies	Varies
Long Bridge Landing	Special Facility	Varies	
Abercorn Landing	Special Facility	Varies	
Steel Bridge Landing	Special Facility	Varies	

The above list represents just the County provided parks. The City of Rincon and Springfield have additional parks of their own that provide access to county residents.

Park	Classification	Service Radius	Drive Time
Macomber Park Complex	Regional Park	5-25 miles	
Freedom Park	Community Park	0-10 miles	
Giles Community Park	Community Park	0-10 miles	
Patriots Park	Community Park	0-10 miles	
Ulmer Park	Neighborhood Park	0-1 mile	<5 min or walk
Veterans Park	Neighborhood Park	0-1 mile	
Highland-Guyton Park	Neighborhood Park	0-1 mile	
Guyton Old School Park	Neighborhood Park	0-1 mile	
Vernon Hinely Center	Special Facility	Varies	



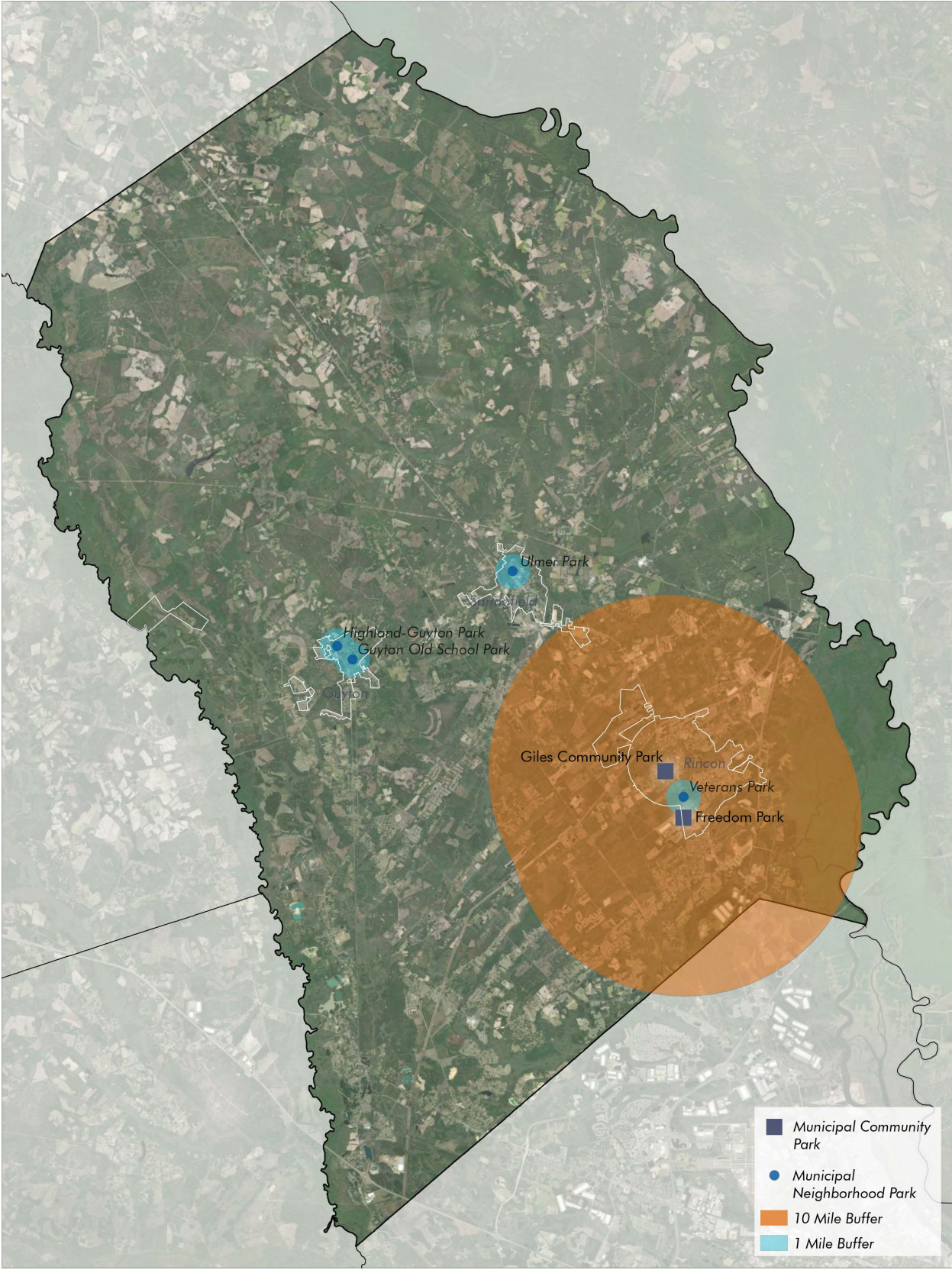


Figure 4: Service Area map for non-county owned Neighborhood and Community Parks and Specialty facilities.





Figure 5: Service Area map for non-county owned Regional Parks and Specialty facilities.



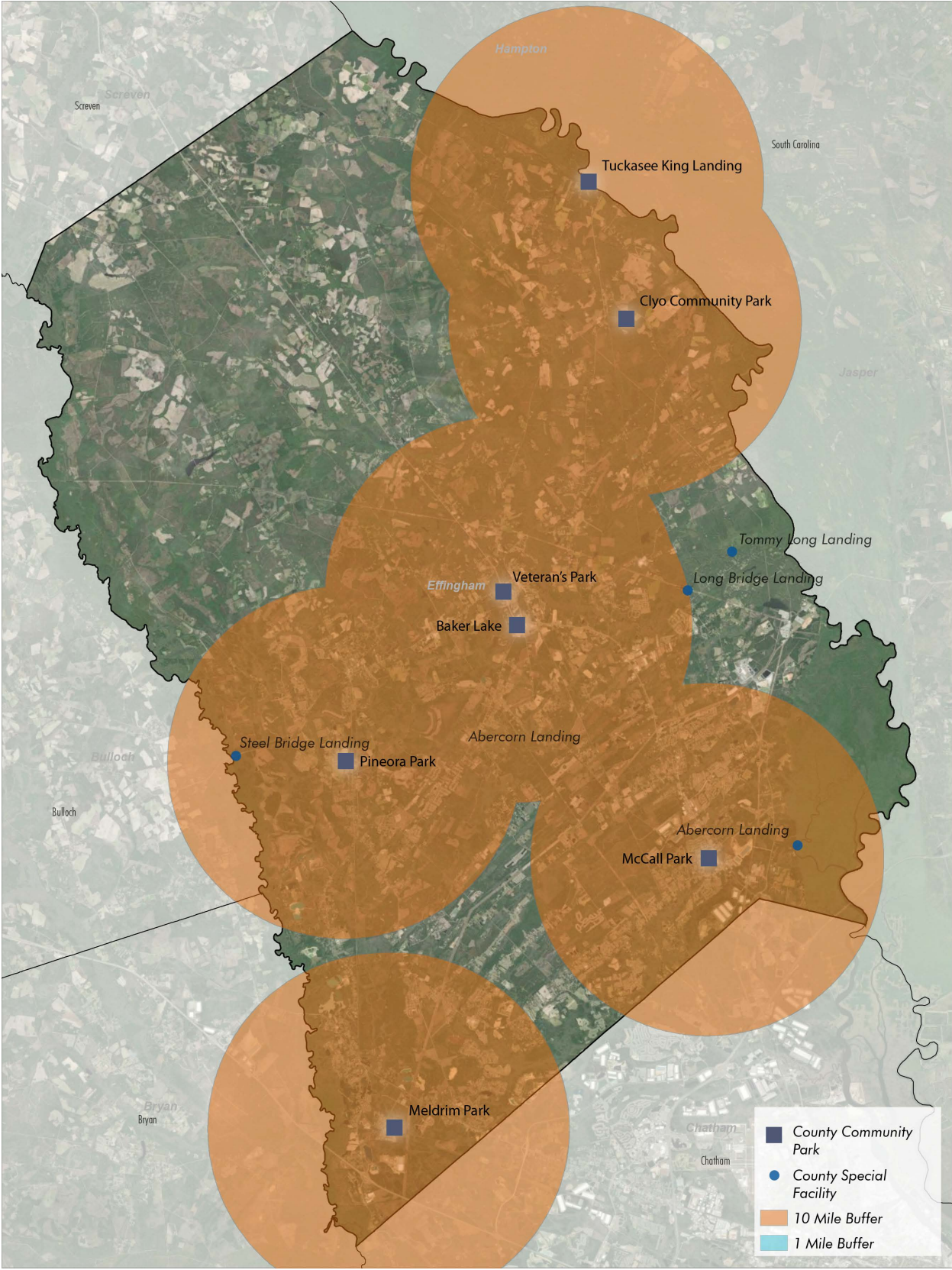


Figure 6: Service Area map for Effingham County owned Neighborhood and Community Parks and Specialty facilities.



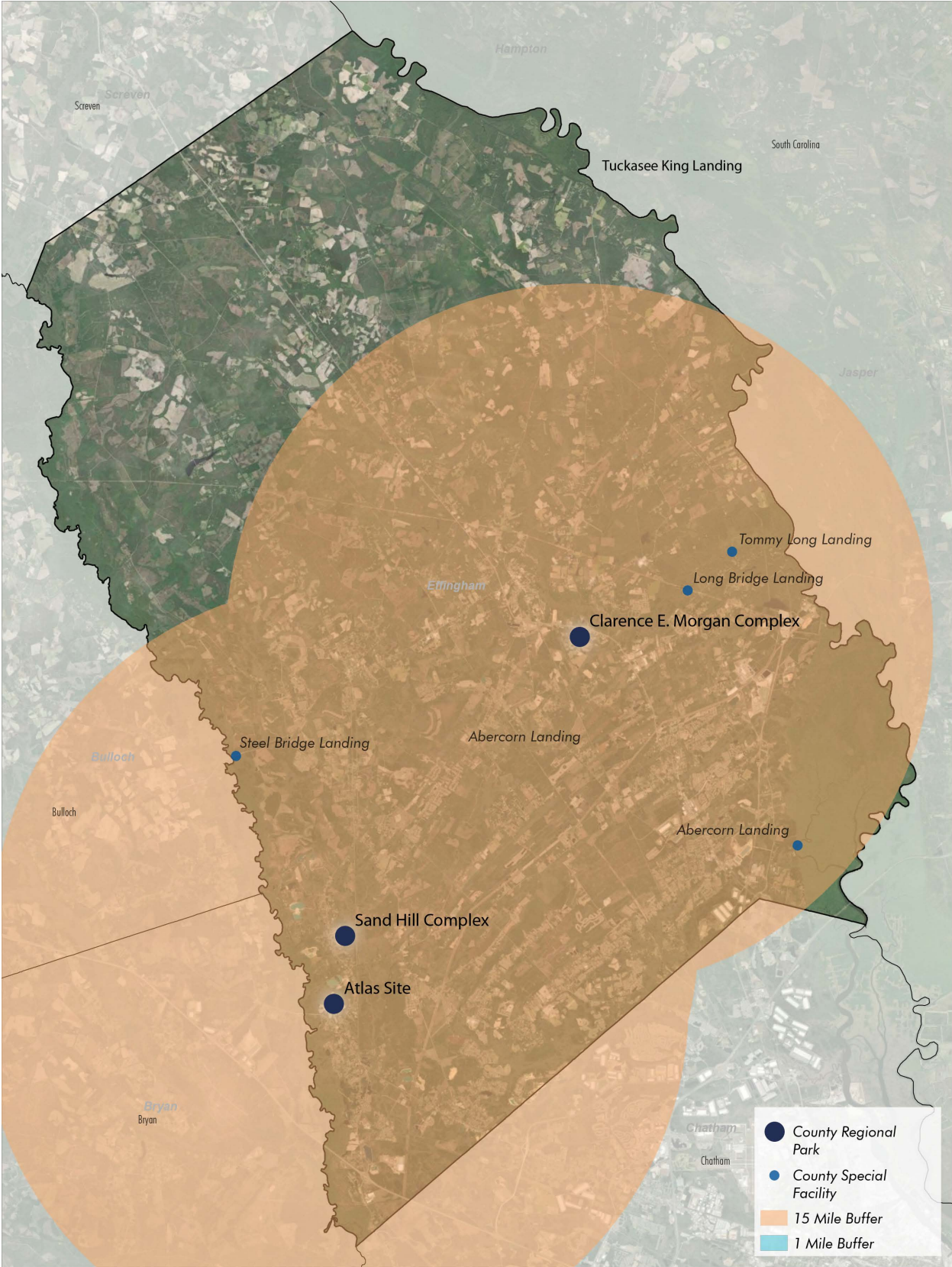


Figure 7: Service Area map for Effingham County owned Regional Parks and Specialty facilities.



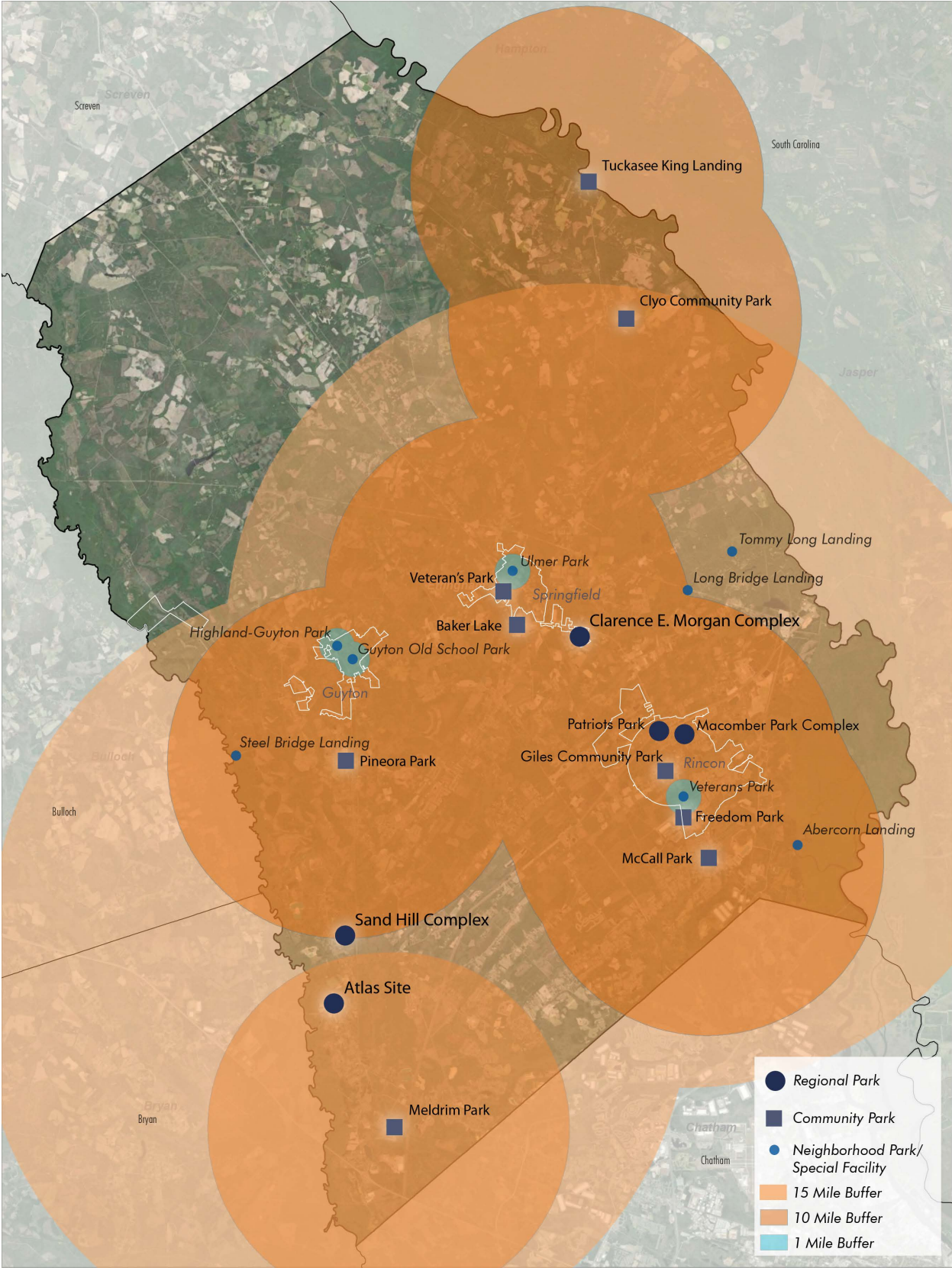


Figure 8: Combined Service Area map for Effingham County and non-county owned parks and recreation facilities.



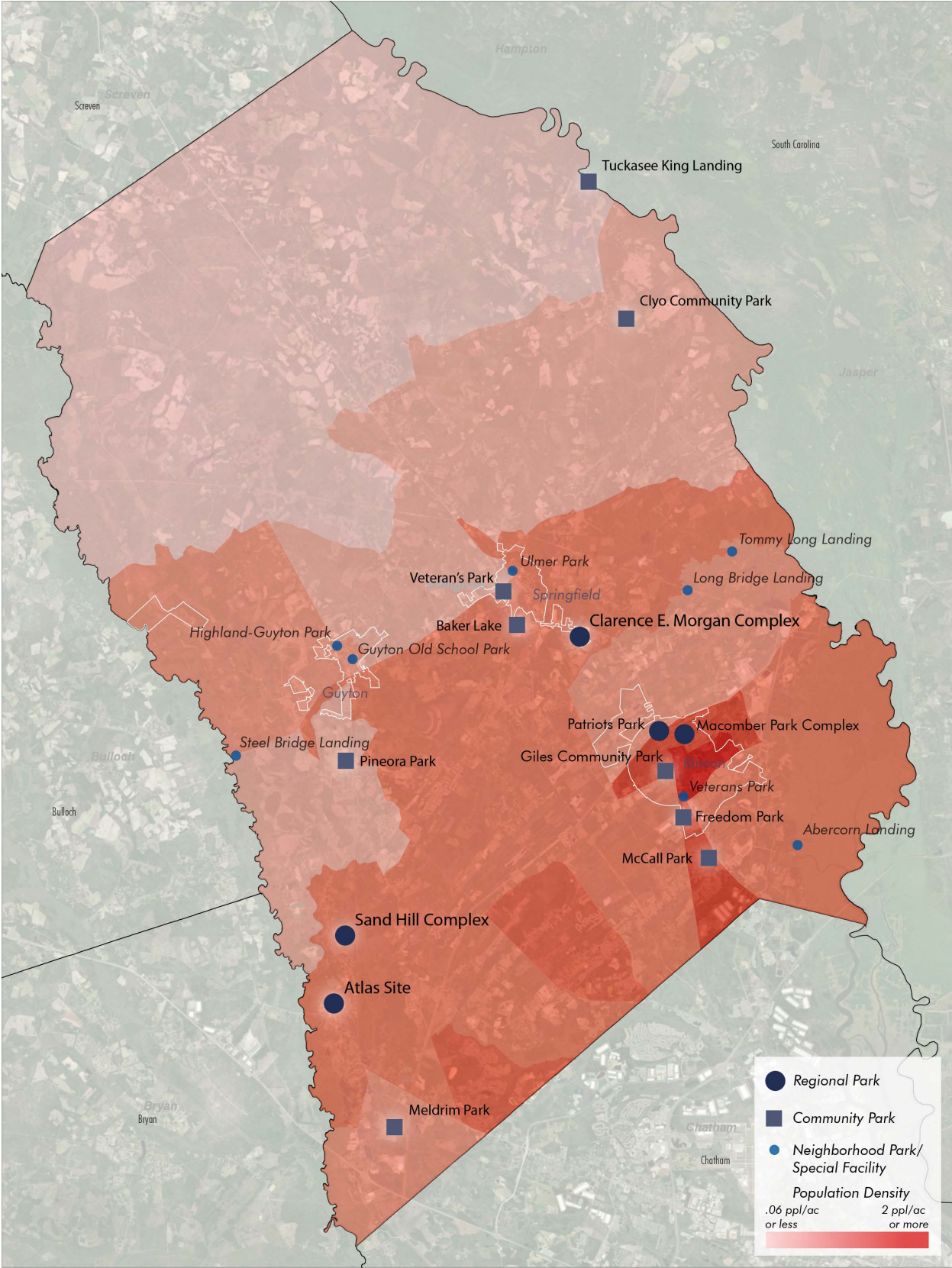


Figure 9: This map correlates the proximity of parks and recreation facilities to population density within the county. It confirms that parks are located in areas of higher population concentration, however the county should seek opportunities to add parkland in the growing southern region of the county to create more equal distribution of facilities. Private greenspaces in communities are not included.



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Existing Parks and Facilities

Existing Parks and Facilities

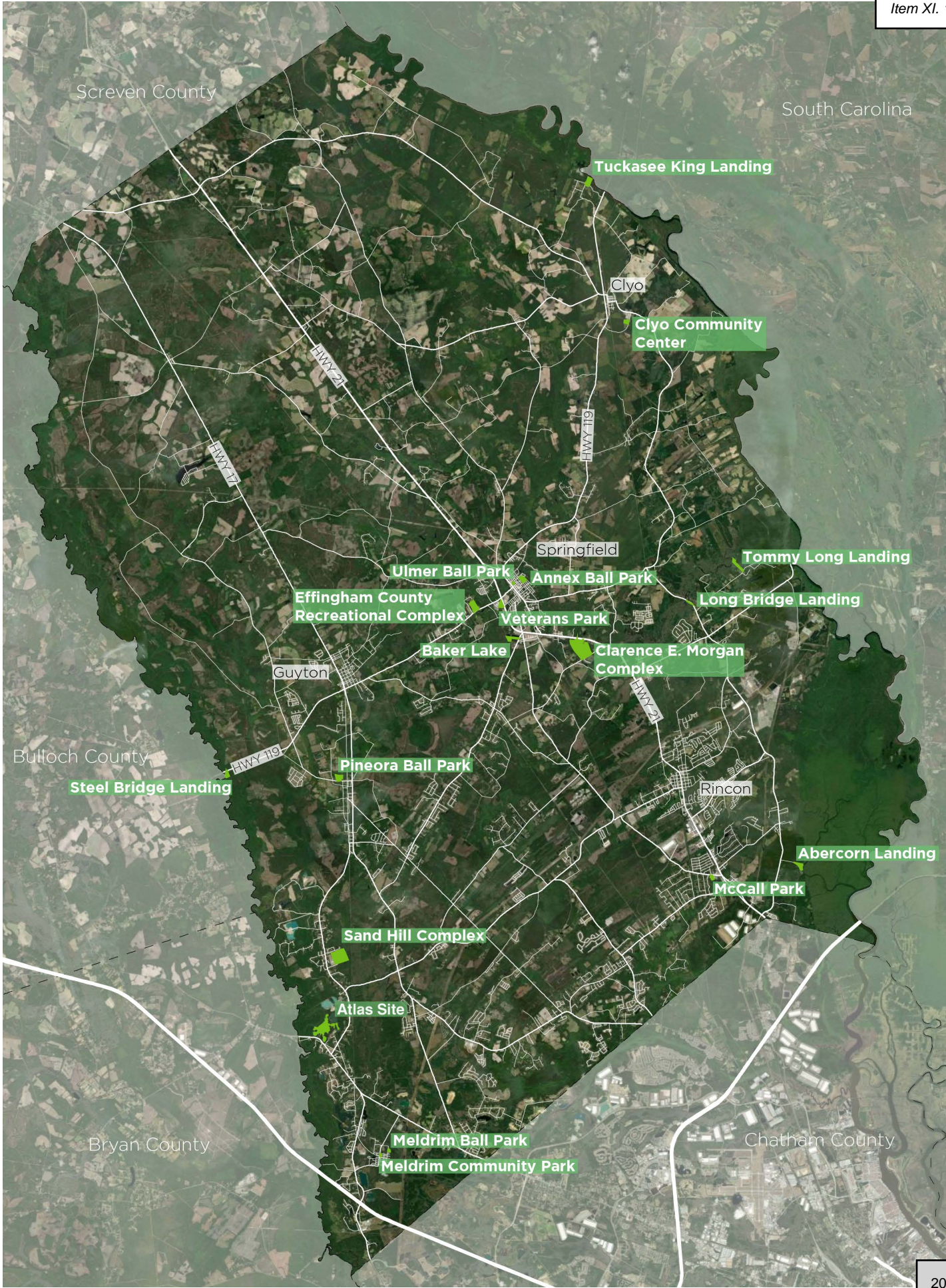
The 16 parks identified are the shown on the map to the right, and listed below.

- Abercorn Landing
- Baker Lake Park
- Clarence E. Morgan Complex
- Clyo Community Center
- Effingham County Rec Center
- Long Bridge Landing
- McCall Park
- Meldrim Ball Park
- Pineora Park
- Lawton Park
- Sand Hill Complex
- Steel Bridge Landing
- Tommy Long Landing
- Tuckasee King Landing
- Veterans park
- Central Gym

Land Holdings

- Atlas Sand Mine Site- future park





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Existing Site and Parks Information

Abercorn Landing



Address

Abercorn Landing Rd

Item XI. 1.

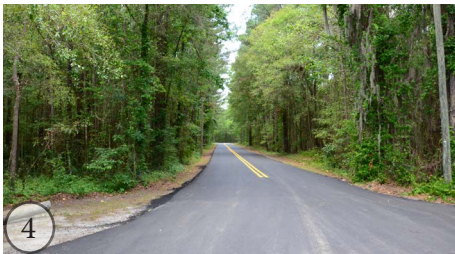


Site information

Abercorn Landing is located on the west side of the county. This site is primarily used for its river access and boat ramp launch and reload area.

- US Fish & Wildlife Service / Savannah National Wildlife Refuge willing to partner on dock
- Brackish water/ tidal water levels
- Recently repaved road & parking circle (no parking lot)
- Information kiosk/ signs and waste receptacles present on site

Existing conditions photos



2015 Master Plan Recommendations

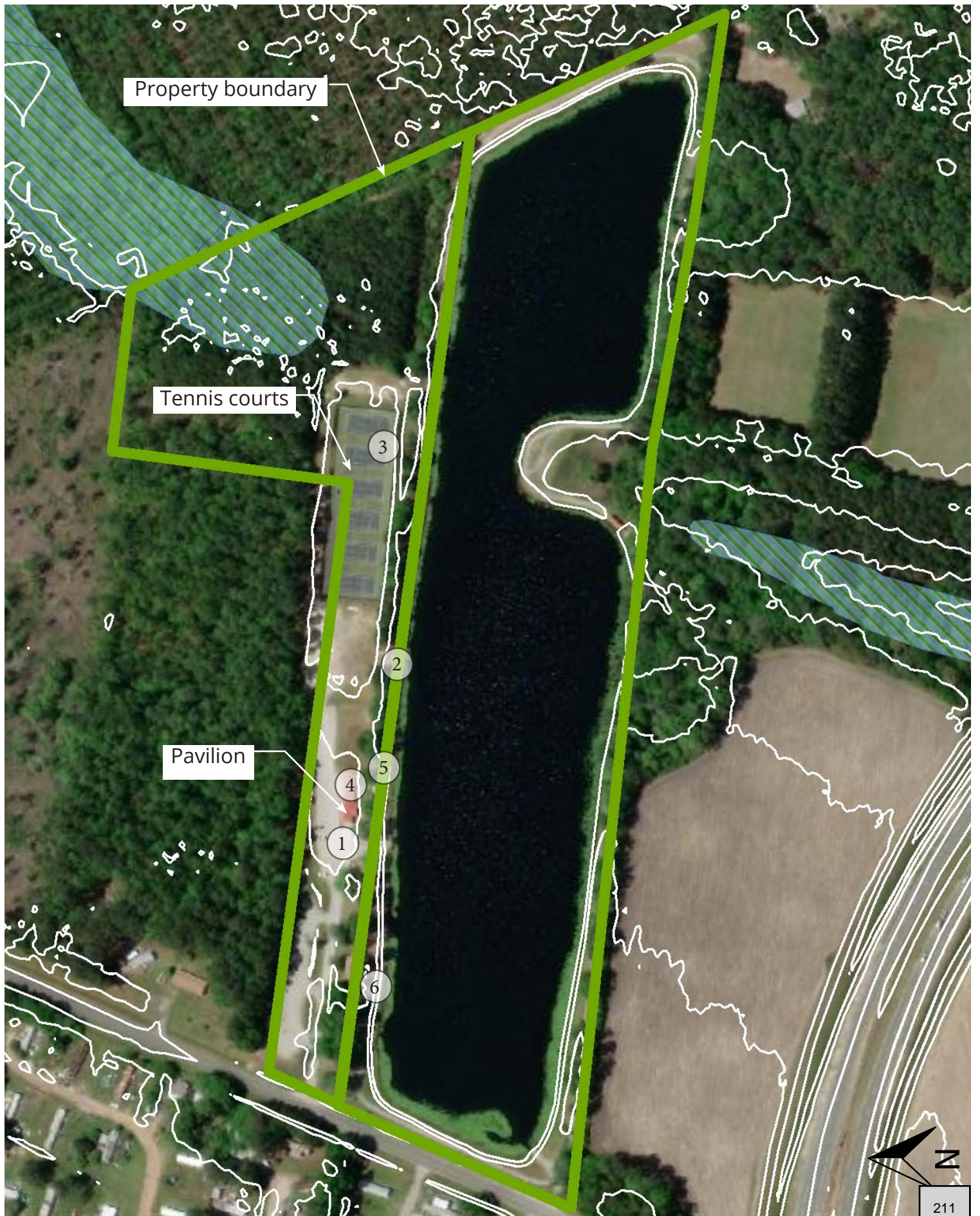
- Install entry signage and add directional signage as needed
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



Baker Lake Park

Address
224 Courthouse Road, Springfield

Item XI. 1.



211

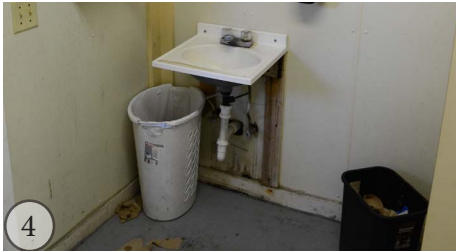


Site information

Baker Lake Park is located in the center of the county. This is a popular park known for its sizable lake, tennis courts, playground and walking trail. This park has opportunities for enhancements.

- Unpaved parking area with no lights
- Popular walking trail
- Existing tennis courts with potential to convert some to pickle-ball or setup for tennis and pickle-ball
- Mens restroom has been updated
- Women's restroom needs updating or replace restroom entirely

Existing conditions photos

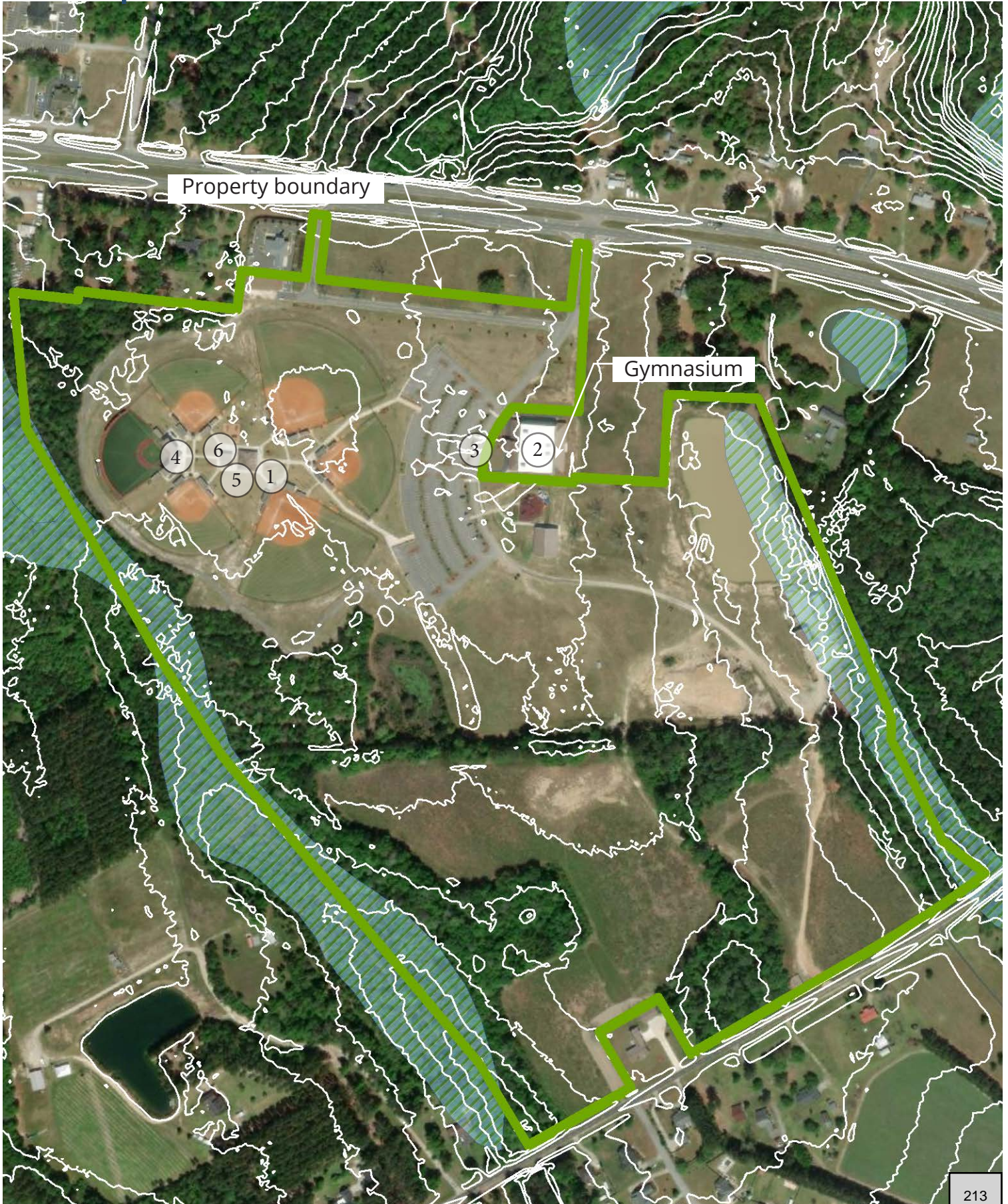


2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Provide ADA-compliant playgrounds
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



Clarence E Morgan Complex



Site information

Item XI. 1.

Clarence E Morgan complex is located in the middle of the county. This is the newest park in the County. Thus far, only the first phase of the overall master plan has been implemented. Per the Clarence E Morgan facility master plan, future phases consist of parking lot extension, secondary turf baseball field, additional baseball fields, 2 multi-use turf rec fields, and a RV campground site.

- 5 baseball fields, gymnasium/ rec center
- 1 turf baseball field (the Josh Reddick Field) Designed for ADA accessibility, and competition level
- Host tournaments and games for baseball, basketball and volleyball
- Concessions and restrooms are in good condition
- Batting cages and playground on site

Existing conditions photos



2015 Master Plan Recommendations

- 6' wide stone dust walking trail
- Dog park
- Splash pad
- Skate park
- Community center with large meeting hall and kitchen, and 4 smaller meeting rooms
- Formalize parking areas with edging and gravel pavement
- Upgrade one rectangular field to a multi-use synthetic turf field
- Upgrade one or more baseball fields to synthetic turf



Clyo Community Center

Address
545 Fair St, Clyo,

Item XI. 1.



Site information

Item XI. 1.

Clyo Community Center is located in the northern part of the county. This park provides a baseball field, basketball court, playground, and a community building available to be rented out. Amenities on site are in need of upgrades.

- Rented on average 1x per month (\$300 per day)
- Building mostly used for county voting
- Not used by rec or travel ball
- Church groups use the site the most
- Lights for field don't work
- Basketball courts need upgrading/ repairs
- Bathrooms need upgrades/ repairs
- There are problems with the septic

Existing conditions photos

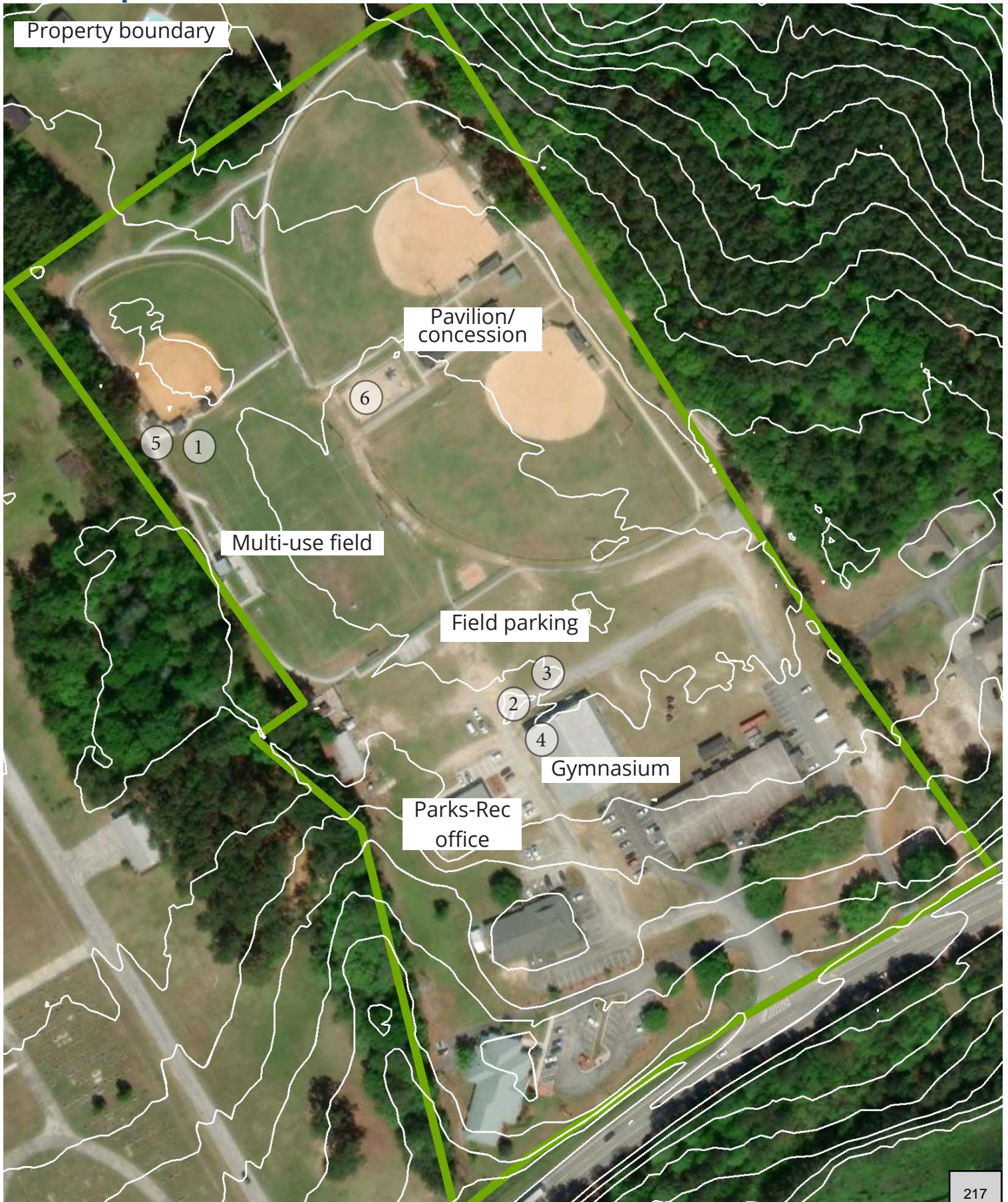


2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Provide ADA-compliant playgrounds
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



Effingham County Rec Complex



Site information

Item XI. 1.

Effingham County Rec Center is located in the center of the county. This park is current location of the Parks and Rec dept. office. This site is mainly utilized as practice fields fro baseball as well as soccer fields during the fall. This park has opportunities for enhancements/ renovations.

- New playground structures needed
- Parking and lights are the main issue for site (parking is unorganized and most lights need replacement)
- Football press box needs renovations/ replaced
- Baseball bleacher roofs have been removed but not replaced
- Football scoreboard is the only one that works
- Goal post have not been replaced in decades
- Restrooms have been recently renovated
- Remove baseball scoreboards (do not work)
- Only field in the county with LED lights (new Musco lights)
- Site has concession/ pavilion/ coaches' office
- Gym/ indoor basketball court needs AC upgrades (gym used to be used as a roller skate arena)

Existing conditions photos



2015 Master Plan Recommendations

- Renovate restrooms/ concession building
- Renovate existing gym/ expand and include additional court



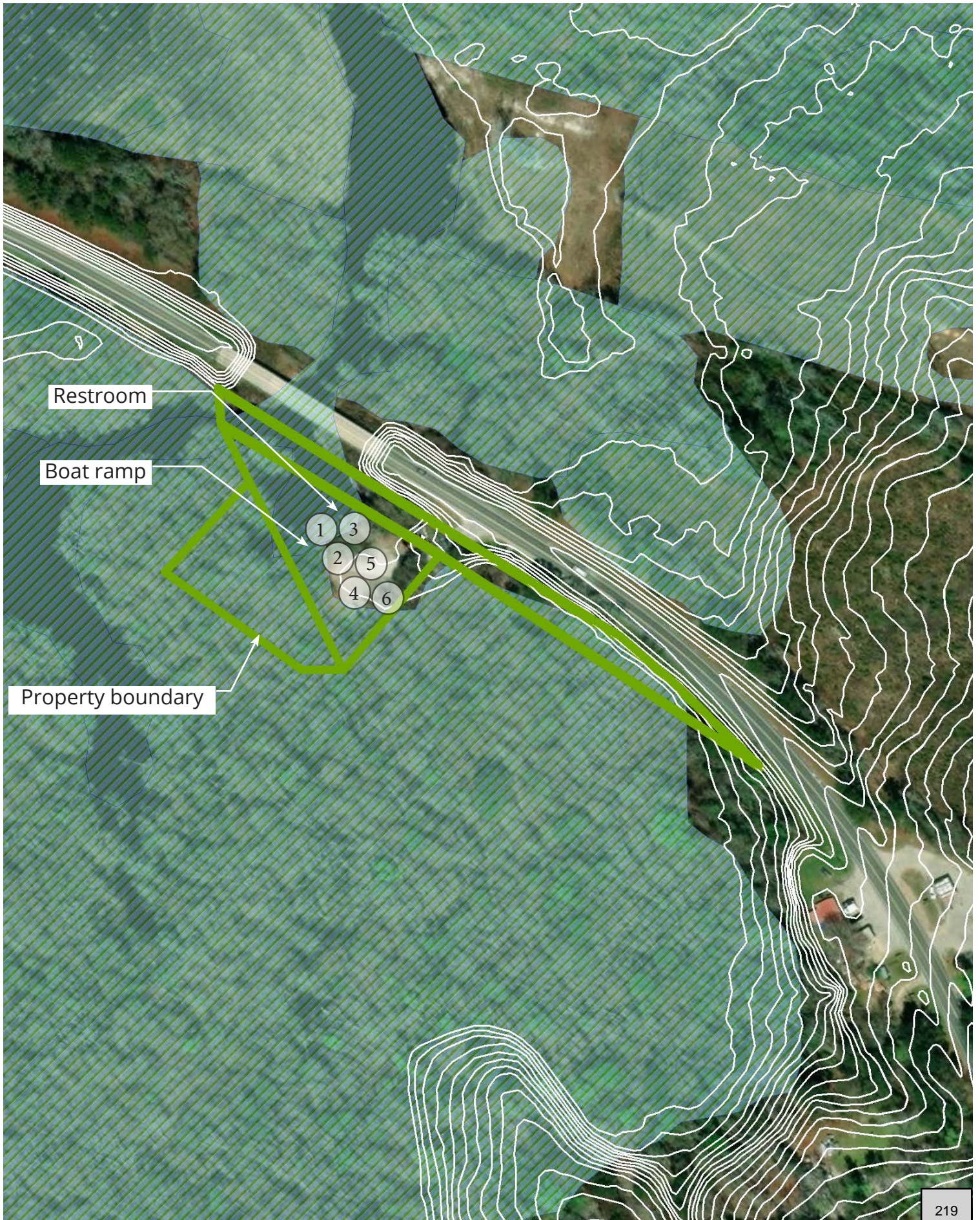
Long Bridge Landing



Address

Long Bridge Rd Springfield

Item XI. 1.



Site information

Item XI. 1.

Long Bridge Landing is located in the middle of the county. This site is utilized for its boat ramp.

- Outfitters drop off canoe and kayakers
- Vault restrooms
- Boat ramp
- Undefined parking

Existing conditions photos



2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



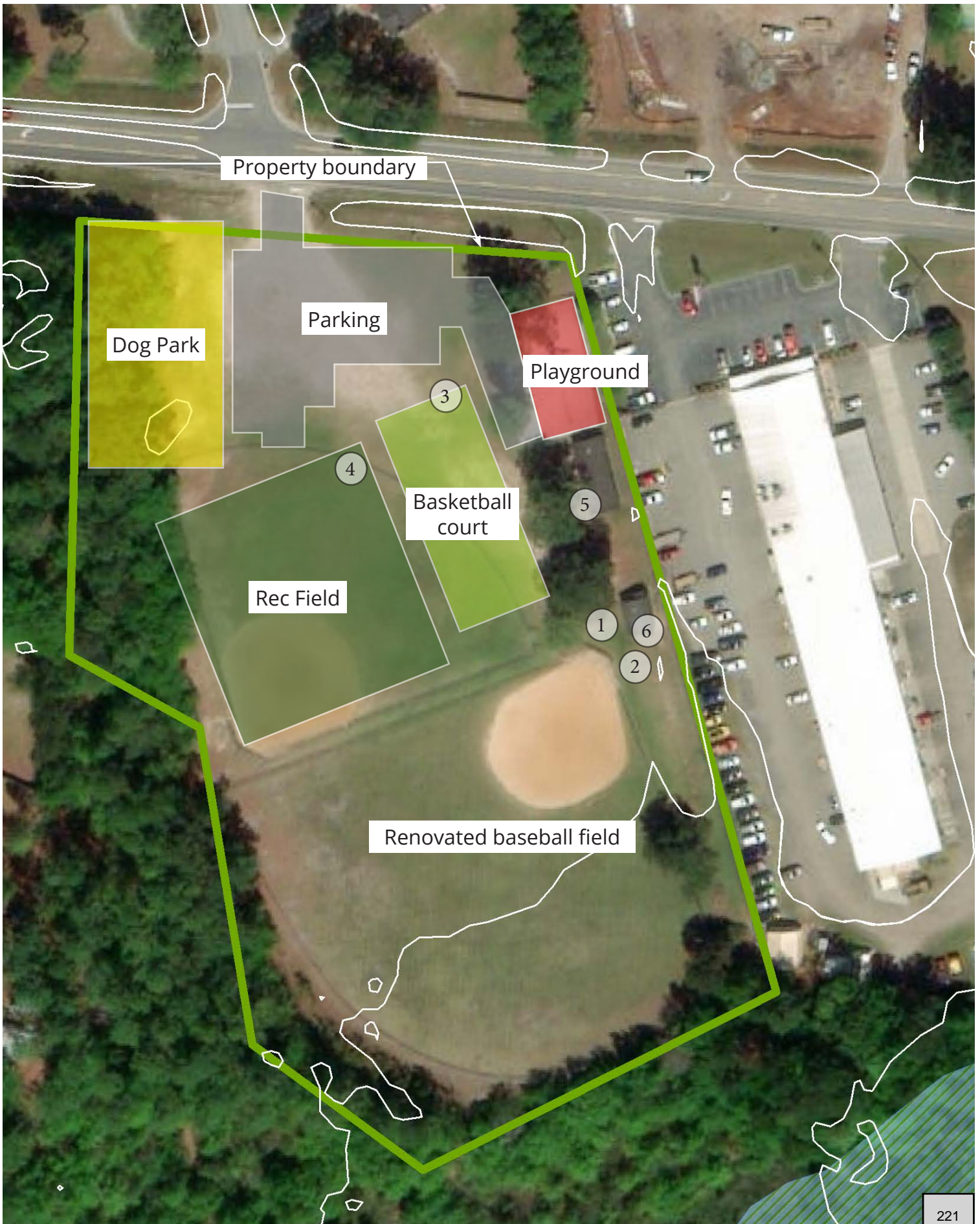
McCall Park



Address

5450 McCall Rd Rincon,

Item XI. 1.



Site information

Item XI. 1.

McCall Park is located on the lower east side of the county. This park is newly upgraded. Renovations include new parking lot, dog park, multi-use field, basketball court, restroom, and renovated baseball field.

- Used as practice baseball field
- Multi use rec field
- Two wells on site, no city sewer or water
 - Irrigation
 - Drinking (chlorinated)
- Dog park
- Picnic pavilion

Existing conditions photos



2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Provide ADA-compliant playgrounds
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



Meldrim Ball Park



Address

2nd St Guyton,

Item XI. 1.



Property boundary

3

4

1

2

5

6

223



Site information

Item XI. 1.

Meldrim Ball Park is located on the south end of the county. This park is primarily used as a practice baseball field. This park has opportunities for enhancements/ renovations.

- Combat baseball team uses the baseball field
- County maintains site
- Electric and water are turned off
- Dilapidated concession/ storage building
- Small covered viewing/ seating area behind home plate
- Small unpaved, undefined parking area
- Batting cage in poor condition

Existing conditions photos



2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Provide ADA-compliant playgrounds
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks

Meldrim Community Park

Address
Meldrim Rd Guyton,

Item XI. 1.



Site information

Item XI. 1.

Meldrim Community Park is located on the south end of the county. This park offers a playground, basketball and tennis court, and picnic areas. This park has opportunities for enhancements/ renovations.

- \$1 100 year lease to Meldrim Civic Club
- Parks and Rec picks up trash
- No maintenance, electric, water
- Well might be broken
- A mix of out dated and newer playground elements
- Basketball and tennis court on site (tennis court of substandard quality, tree overgrowing court, tennis net is currently a chain-link fence)
- Pavilion and restrooms on site

Existing conditions photos



2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Provide ADA-compliant playgrounds
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



Pineora Park/ Lawton Park



Address

310 Honey Ridge Rd, Guyto

Item XI. 1.

2



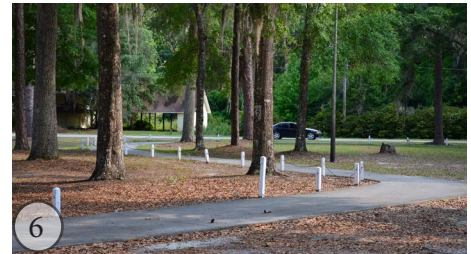
Site information

Item XI. 1.

Pineora Park/ Lawton Park is located in the mid-west part of the county. This park is mainly used as practice fields for open teams. This park has opportunities for enhancements/ renovations.

- Lights don't work on large fields
- Most lights work on small field
- Restrooms need upgrades
- Need storage and restrooms
- Concession option no longer needed
- One field has been turned into dog park
- Undefined, unpaved parking areas
- Picnic pavilions and minimal paved walking trails
- Undeveloped parcels that can be enhanced with walking/ biking trails

Existing conditions photos



2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Provide ADA-compliant playgrounds
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



Sand Hill Complex



Address

300 Stagecoach Ave, Guyton

Item XI. 1.



Site information

Item XI. 1.

Sand Hill Complex is located in the lower west side of the county. This site is primarily used for rec baseball.

- Experience vandalism outside of fields, mostly bikes/ trucks doing turns in grass
- Baseball fields are in good shape
- Musco lights on site
- Soccer field lights need to be replaced in 4-5 years
- Soccer field needs restrooms/ concession
- Soccer is operated by another organization
- A/c is broken in press box
- Concession stand needs upgrades

Existing conditions photos



2015 Master Plan Recommendations

- Repair septic system
- Add netting to backstops for (5) baseball/softball fields
- Replace dirt infields and irrigation on (5) baseball/softball fields
- Install (3) new lighted and covered batting cages
- Install new 30' x 50' maintenance building
- Widen concrete plaza around the scoring tower to 30'
- Install new landscaping and signage
- Enlarge women's restroom into existing storage room(s) to add 3-4 new stalls



Steel Bridge Landing



Address

4220-5999 GA-119, Guyton

Item XI. 1.



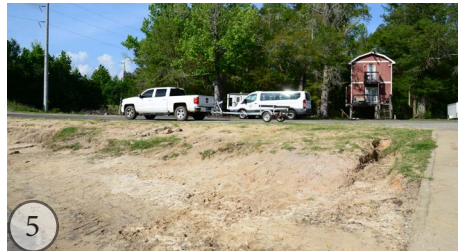
Site information

Item XI. 1.

Steel Bridge Landing is located on the west est of the county boarder. This site is primarily used for its river access and boat ramp launch and reload area, as well as recreational swimming/ fishing.

- Parking is narrow
- Boat ramp
- Popular swimming hole/ beach
- Adjacent rental housing and park blend together making the distinction of public versus private land uncertain for visitors
- Existing picnic pavilion near road.

Existing conditions photos



2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



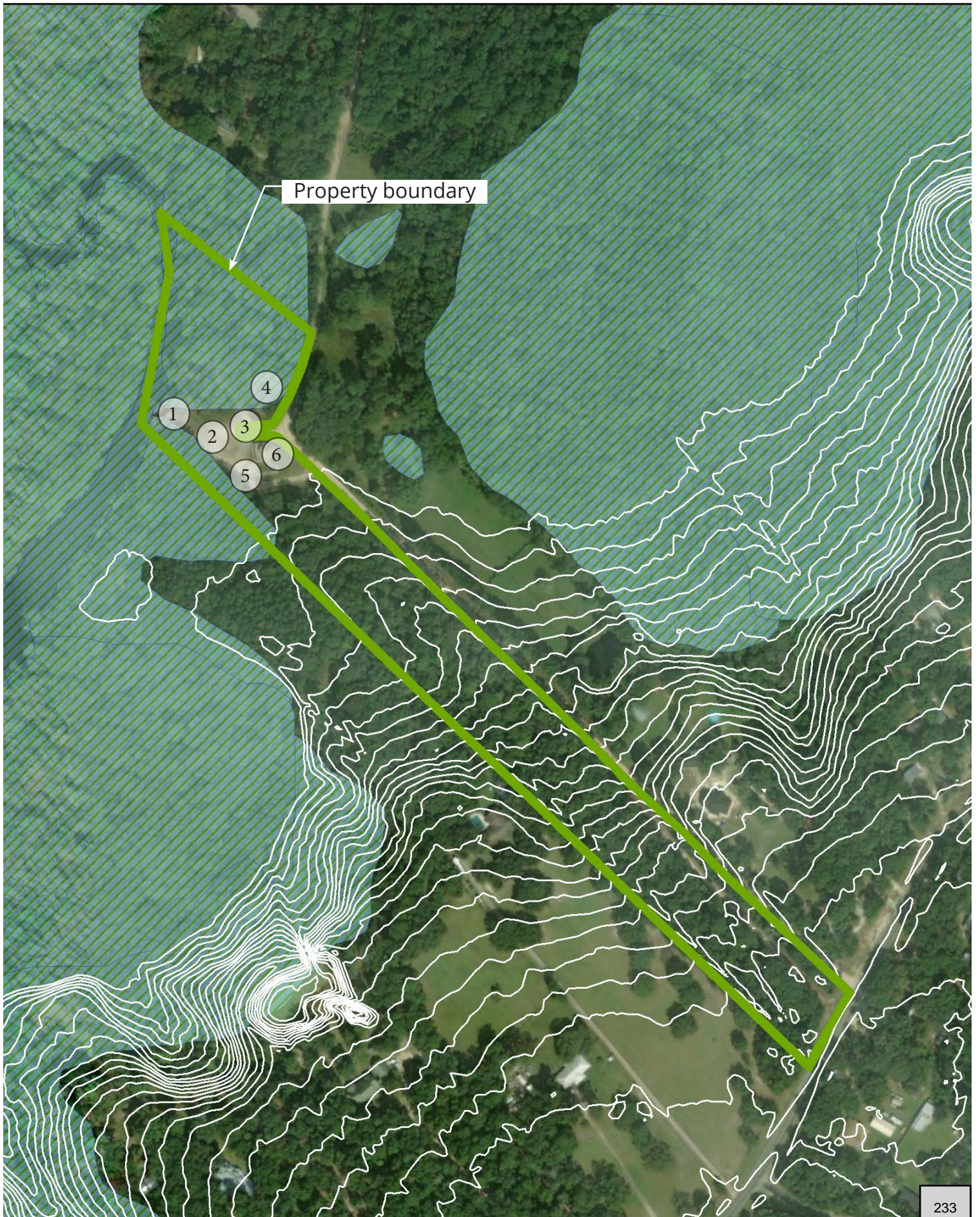
Tommy Long Landing



Address

158 Tommy Long Rd, Rincon

Item XI. 1.



Site information

Item XI. 1.

Tommy Long Landing is located on the mid-east part of the county. This site is primarily used for its river access and boat ramp launch and reload area.

- Very small boat ramp (usually underwater)
- In partnership with Georgia DNR
- Can easily paddle to Long Bridge Park
- Slab around elevated restrooms is cracking/ needs repairs
- Large unpaved/ ill-defined parking area

Existing conditions photos



2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks

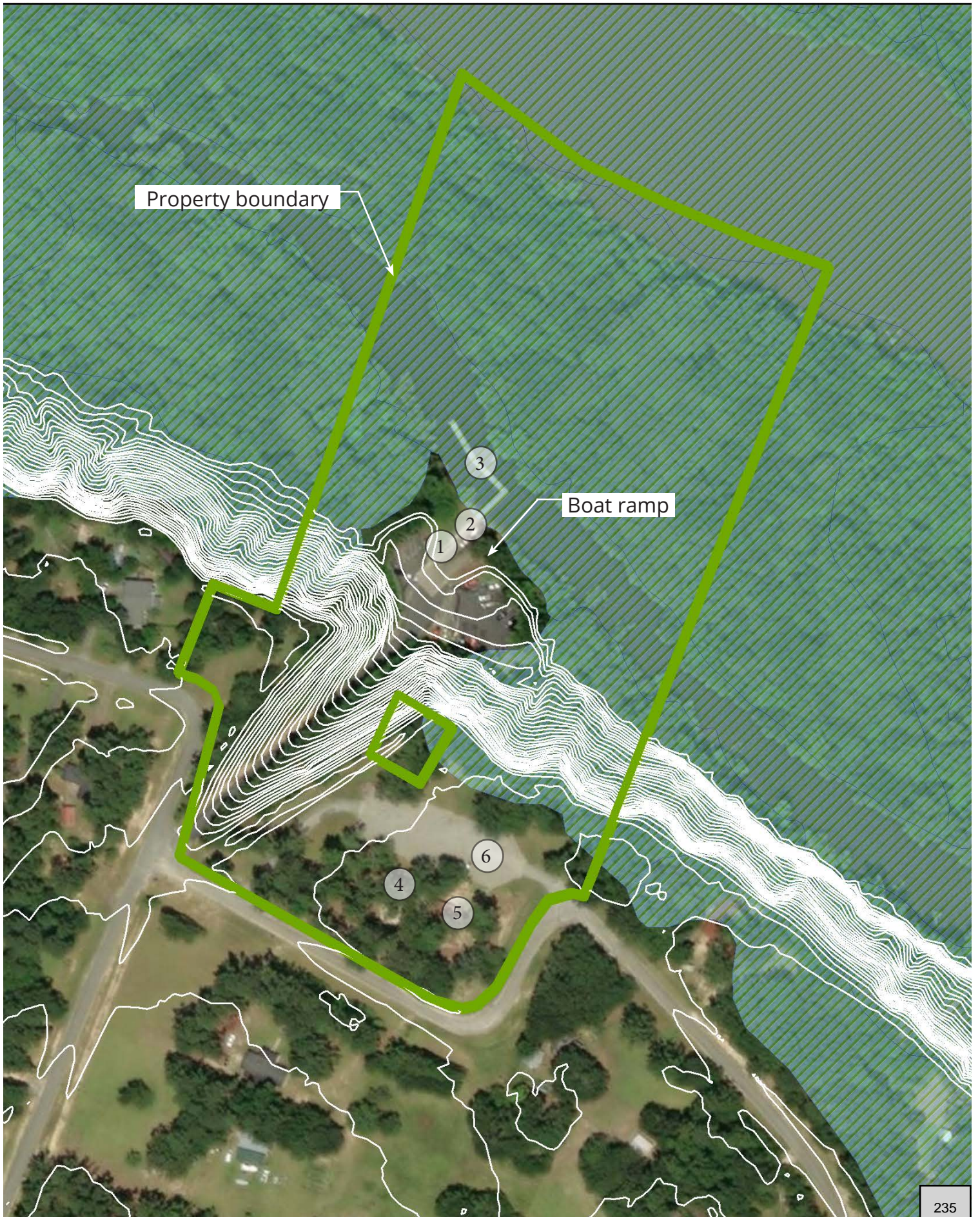


Tuckasee King Landing

Address

372 Morgan Cemetery Rd, Cloyd

Item XI. 1.



Property boundary

Boat ramp



Site information

Item XI. 1.

Tuckasee King Landing is located on the northeast border of the county. This site is primarily used for its river access and boat ramp launch and reload area.

- Bass club runs an annual event at this park
- Large paved parking area for cars and boat trailers (site rarely reaches capacity for parking needs)
- Boat ramp
- Restrooms,
- Playground
- Parking
- Pavilion, shady upland picnic/ passive park area
- Wooden stairs from upper parking create shortcut to lower parking/ dock/ boat ramp

Existing conditions photos



2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Provide ADA-compliant playgrounds
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



Veterans Park



Address

W First St, Springfield

Item XI. 1.



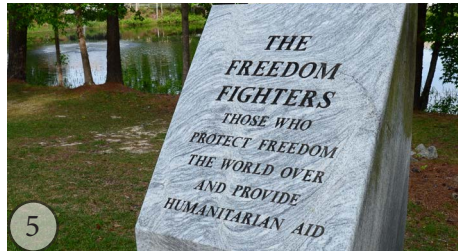
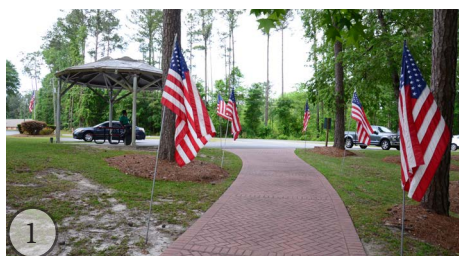
Site information

Item XI. 1.

Veterans Park is located in the center of the county. This park is a memorial park for fallen veterans. This park has natural wooded surroundings, open lawns, paved walkways, pond/ water fountain memorial features, and well maintained appearance make this a popular park for visitors.

- Eternal flame previously damaged (needs to be replaced with new/ better design)
- Benches
- Pavilions
- Small paved parking area
- Paved walkways/ plaza
- Small pond surrounded by open woodland
- Steep slope along road
- No trail/ sidewalk from hospital to entrance of park
- A few sections of the memorial wall have damages
- Potential for trail loop around park and potential boardwalk through the woodland area for nature path

Existing conditions photos



2015 Master Plan Recommendations

- Install entry signage and add directional signage as needed
- Improve maintenance of park
- Multi-use path/ trail system throughout park, and allow connectivity to other nearby parks



Atlas Site

Address
Shady Oaks Dr, GA, 31

Item XI. 1.



Site information

The Atlas site is a former sand mine that the county has acquired and intends to develop as a park. The total land area of the property is over 360 acres, of which more than 130 acres is open water, and more than 100 acres floodplain/wetlands/swamp. The property is currently accessed from Shady Oaks Road. Upon entering the property, more than 50 acres of land, a mix of open fields, and forested land is available for recreation programming and needs. The property is an ideal location to develop a passive park that will help the county meet these needs in providing access to nature, hiking trails, and other passive recreation activities.

Existing conditions photos



2015 Master Plan Recommendations

There were no 2015 plan recommendations for the site.



Public Input

Public Input:

A countywide survey was conducted to gather input from the community. This survey is not considered a statistically valid survey, rather a sample of more than 600 individuals who voluntarily responded to the survey providing valuable insight into the collective mind of the community. Full results can be found in the appendix; the following is a summary of the key data points that resulted from the survey. This information coupled with the benchmarking data from NRPA metrics, recreational program participation data, input from the Parks and Recreation leadership, and input from the Steering Committee collectively leads to the parks and recreation recommendations that follow.

Respondents ranged in age from 10 and under to over 70 years old. While the survey did receive responses from all age groups, the majority of respondents were between the ages of 31 and 50 years old.

The survey tells us that based on the responses the two most visited parks that the County owns are Clarence E Morgan and Sand Hill. Baker Lake ranked third with over 200 respondents noting it as a park they frequently use. The Effingham 119 Rec Complex also had 200 respondents indicate it as a frequently visited park.



52% of respondents indicated they visit one or more of the county parks on a weekly basis, another 25% visit the parks at least monthly.

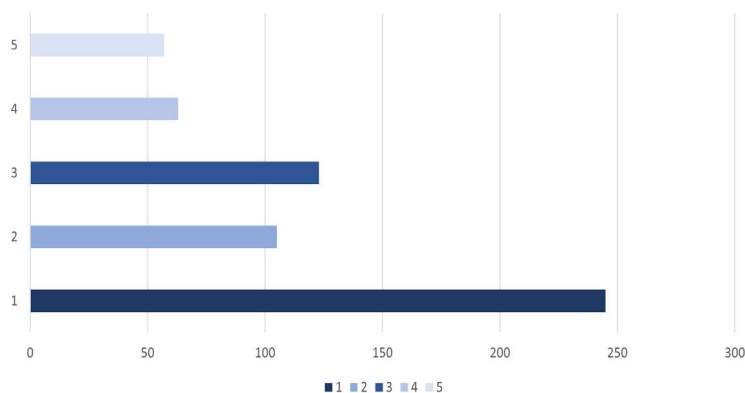
The survey asked respondents to indicate their preference for the need of different types of facilities in the county, Table 3 shows the basic breakdown of responses. These results reflect the personal opinions of the respondents. While many of the preferences support other data gleaned in this process, some of the results are incongruent with actual recreation trends.

Strong/needed	Strong neutral	Lean not needed	Strong not needed
<ul style="list-style-type: none"> • Splashpads/ spraygrounds • Swimming pools • Restrooms • Paved multi-use trails • Playgrounds • Soccer fields • Unpaved walking trails 	<ul style="list-style-type: none"> • Indoor facilities/ gyms • Pavilions • Passive greenspaces • Community Centers • Fitness & exercise facilities • Basketball courts 	<ul style="list-style-type: none"> • Unpaved biking trails • River access • Art/cultural facilities • Tennis courts • Batting cages • Football fields • Skate park • off-leash dog park • Lacrosse fields 	<ul style="list-style-type: none"> • Disc-golf • Baseball fields • Art installation • Pickleball courts

Table 2 - Survey respondent preferences for recreational facilities

For example, a Disc Golf Course appears as a strong 'not needed' result. However, we know disc golf is a popular sport and low impact facility to implement. It is also more of a niche sport so we can expect the majority of respondents to either not play, or possibly know little to nothing about the sport, so the default answer to those individuals is 'not needed'. Disc Golf is an example of a recreational facility that survey alone would suggest is unnecessary, but other industry knowledge supports the inclusion of Disc golf within a park system, to provide residents a wide variety of recreational opportunities.

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Disc golf course**

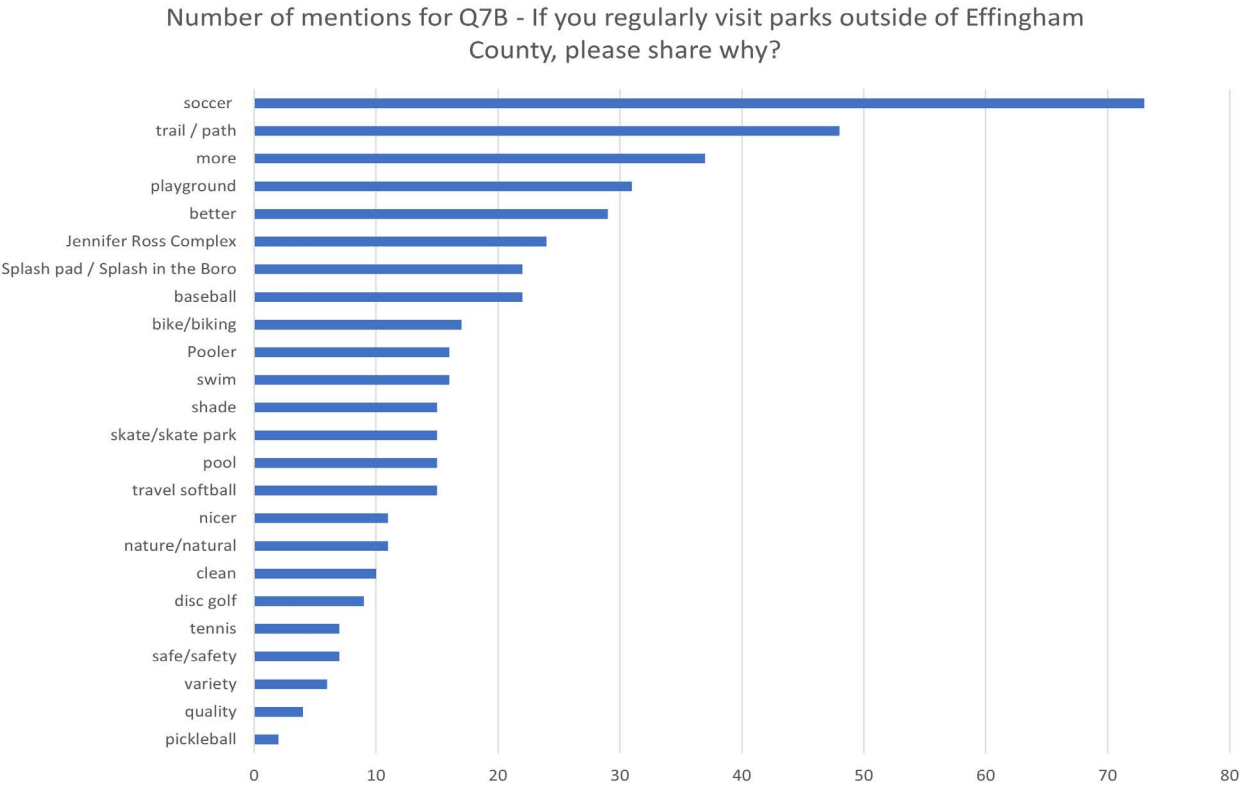


Similar to asking survey respondents to rank their perceived need for a particular type of recreational facility, the survey also asked respondents what facilities they wished the County offered or provided. The top 4 most mentioned facilities were 1. Pools, 2. Trails/paths, 3. Splashpads, and 4. Soccer facilities. Pools and splashpads do not exist in the County's inventory of recreational facilities. Trails are limited. NRPA benchmarking data indicates the County could provide these facilities to be on par with other similar sized jurisdictions. Soccer fields are limited in the county, and based on program participation, existing field counts and community preference, the data supports the need for more rectangle athletic fields that can be used for soccer, football, lacrosse, ultimate, etc.

The survey asked respondents to assign a numerical rating of their overall satisfaction with County park facilities. The single highest number of responses assigned a 75% satisfaction rate. While more people in total assigned a rating lower than 75, the majority of respondents assigned a rating of 60 or better. Simply put, the public is generally satisfied with the park system facilities, but there's a strong indicator of room for improvement to meet their needs and expectations.



63% of respondents indicated they use park and recreation facilities outside of Effingham County to meet their recreational needs. Soccer was the number one reason people use facilities outside of the county. Again, this response is supported by the various data points collected throughout this planning process, including the pervalence of travel soccer teams. Of the top five mentions for reasons why people seek recreational options outside of Effingham County, trails / paths and playgrounds were the 2nd and 4th most mentioned. The 3rd and 5th most mentioned comments were variations on the notion that “more” and “better” facilities are offered outside of Effingham County, and this is what drew respondents to travel outside to meet their needs.

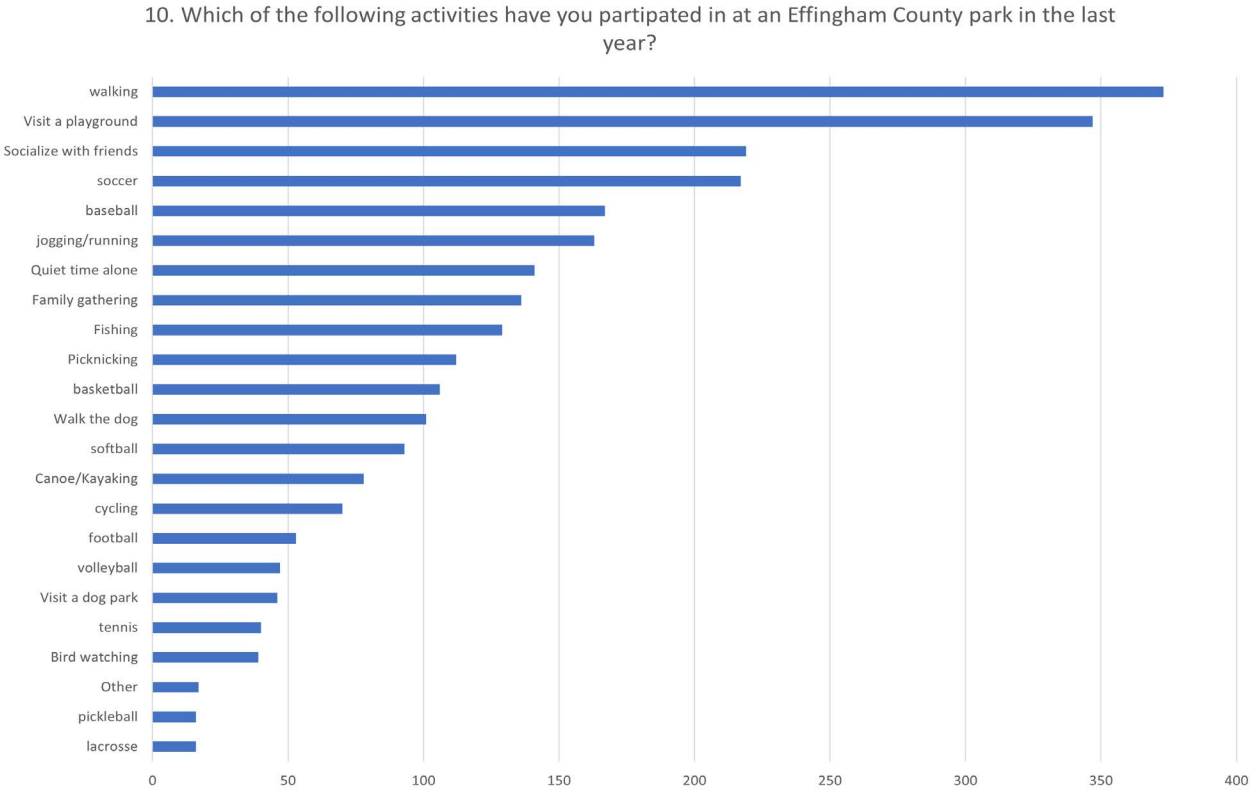


When asked about program participation, the top 3 responses were 1. Soccer, 2. Baseball. 3. Basketball, which matches the top 3 programs in terms of participation numbers, though baseball is the program with the highest county recreational league participation, followed by soccer, then basketball. This would indicate there was a slight skew toward respondents with a preference for soccer. 23% of total responses indicated soccer participation while 18% indicated baseball; this is only a 5% difference, within a reasonable margin of correlation to actual participation rates in the county.



When asked which programs respondents wished the County offered, 'swimming programs' was by far the number one mentioned. Soccer came in at number 2, however the County already offers soccer programs. This could indicate a desire for expansion of the existing program. Rounding out the top 5 mentions for programs were programs for adults/older residents, Tennis, and Art/Cultural programming.

The survey asked respondents to indicate activities they have participated in, in an Effingham County park in the last year. Walking and visiting a playground were the top 2 responses with more than 50% of respondents indicating each. Socializing with friends, soccer, and baseball rounded out the top 5.



Finally, the survey asked respondents to assign a numerical value to their overall satisfaction with county recreation programs. Again, much like the satisfaction with facilities, the single highest response was a 75. Still there were respondents that indicated lower levels of satisfaction, but the majority of respondents ranked their satisfaction as 60 or higher. While the distribution of responses are similar, more people indicated a higher level of satisfaction with programs than with facilities.



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Park Improvements and Recommendations

Recommendations/Priorities

Item XI. 1.

The following pages represent the recommend conceptual improvements at the existing County-owned park and recreation properties. These plans are based upon the data collected and community input. The following recommendations are notable priorities the County should make in the near term through implementation or planning for implementation with the next SPLOST or other funding opportunities, including public partnerships with the many businesses and industries moving into the county that wish to have modern and quality amenities to attract a quality workforce.



Rectangle athletic fields – Effingham County currently has 3 lighted fields, two at Sand Hill and one at the 119 complex. A minimum of three are needed at maximum utilization just to serve the current recreation program needs for soccer. The County should prioritize construction of lighted rectangle fields – a minimum of three in the near term, at Sand Hill and/or CEM to begin to provide more capacity for field demands across all sports that utilize these fields.

Effingham County lacks a comparable number of playgrounds when compared to other jurisdictions of similar size. The County should install playgrounds and find opportunities near concentrations of residential development to create small pocket parks and/or require new residential and mixed-use developments to provide public greenspace and playgrounds.

The County has a significant lack of walking trails in parks - paved or soft surface, both are lacking. The County should prioritize installing paved walking trails in larger parks and advance the development of the Atlas site into a passive park to quickly provide access to passive space / nature and walking trails.



Baseball/softball fields are currently at capacity with little buffer. Upgrades at Pineora Park will bring 4 fields online and immediately provide additional capacity in the near term. Adding future phases of fields at CEM will provide growth to keep up with growing population and rec program as well as travel ball demands.

Outdoor basketball courts are lacking when compared to jurisdictions of comparable populations. While basketball courts may be desired by some and equally undesirable to others, they are in fact a common and sought after recreational amenity that should be prioritized for adding to the County's parks, where shown.



Example Outdoor Half-court Basketball Court

The County should add a skate park or plaza within the park system. This plan recommends adding a skate park within the Sand Hill complex. Skate parks are common among good parks programs that provide a range of services and facilities to meet the needs of a diverse population.



Example Skate Plaza

Pickleball is growing in popularity and can be dual purposed with tennis courts. Data shows the County should consider adding both tennis and pickleball courts to serve a growing and diverse population seeking these racket sports.

Effingham County does not currently provide a swimming pool, aquatics center, nor a splashpad. As time goes by the deficiency based on population will only increase. While a pool or aquatics center is a significant investment, one such facility should be provided, as is common among cities and counties of similar population size. The county can explore partnerships with organizations such as the YMCA to provide a facility for recreational and competitive swimming. A splashpad could be implemented as a near term recreational water-play amenity, however the county would benefit from a swim facility to serve the growing population.

The County should continue to add park acreage to keep up with population growth and to stay ahead of the median value while striving to achieve the high acres per 1000 residents value in Table 1 on pages 21 and 22. To reach the high value for park acres per 1000 residents by 2030, the cities and county collectively need to add more than 400 acres of new parkland that is accessible to county residents. Passive / natural parkland should be prioritized to meet community needs.



Abercorn Landing:

The following improvements are recommend:

- A small pavilion that will accommodate at least 2 picnic tables
- A playground / play area: swings, climbing structure(s) in a natural aesthetic.
- Restroom
- Paved parking area to accommodate 6-10 vehicles and boat trailers.
- Additional land acquisition or access to add trails through partnership with USFW and the Savannah National Wildlife Refuge
- Add dock(s)



Long Bridge Landing:

The following improvements are recommend:

- Renovate the existing restroom facilities
- Landscape Maintenance to improve visibility/ promote safety within the site
- Improve the parking ares to include parking stalls for vehicles and trailers
- Widen and improve existing boat ramp
- Study addition of acceleration lane leaving property



Steel Bridge Landing:

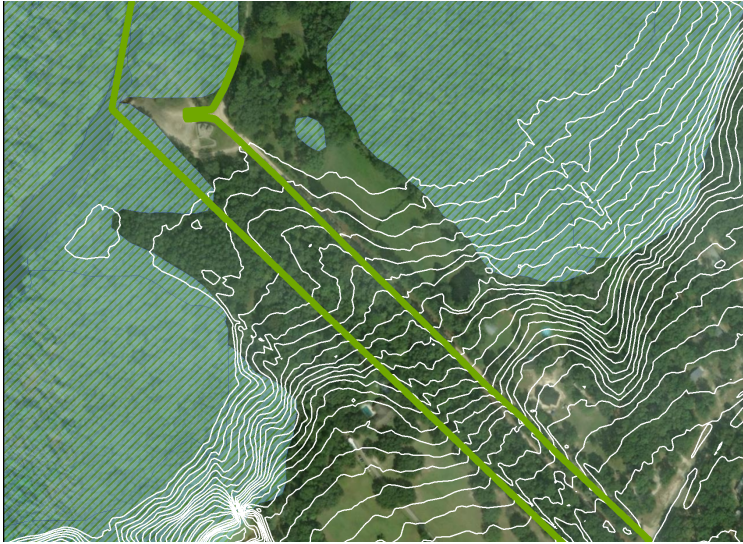
The following improvements are recommend:

- Provide restroom facilities
- Renovate the existing pavilion; add second pavilion
- Add a fishing dock
- Design improvements to separate / buffer the residential properties from the county park land
- Study opportunity for additional land to expand park amenities



Park improvements & recommendations: Item XI. 1.

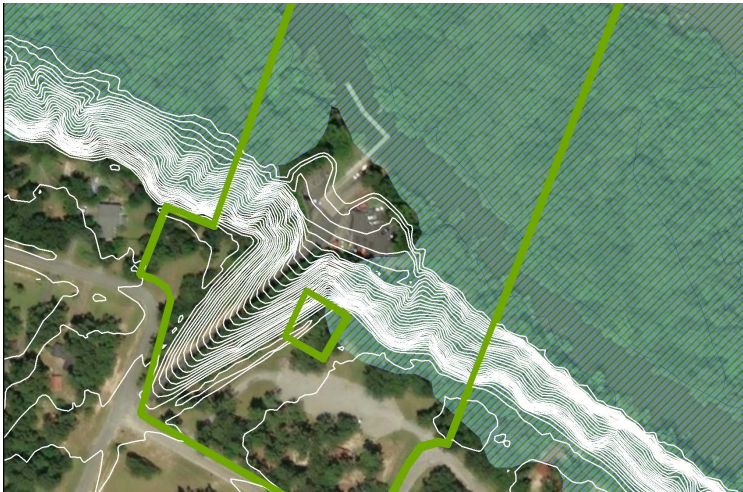
Tommy Long Landing:



The following improvements are recommend:

- Renovate the restrooms and repair the elevated platform around the restroom buildings
- Ad one or more pavilions with picnic tables
- Make boat ramp / put-in improvements to better serve trailer and canoe/kayak launch.
- Develop plan for more organized parking
- All improvements must consider flooding

Tuckassee Landing:



The following improvements are recommend:

- Renovate the restrooms
- Replace playground with new equipment
- Add an overlook off of the upper parking lot / include interpretive signs about birds / bird watching

Meldrim Ball Park:



The following improvements are recommend:

- Remove the concessions building
- remove the field lights
- convert field to a community baseball / softball field for free play
- Repair / refurbish covered spectator area behind home plate.
- Maintain fences to protect field.
- Gravel the parking lot, add wheel stops to organized parking.



Cost Estimate

Item XI. 1.

Abercorn Landing					
	Units	Description	Quantity	Price	Amount
	EA	Pavilion (20' SQ metal frame and metal roof)	1.00	\$30,000.00	\$30,000.00
	EA	Playground (approx 40x30 use zone; plus mulch surface)	1.00	\$70,000.00	\$70,000.00
	EA	Restroom (pre fab, 2 toilet rooms)	1.00		\$110,000.00
	SF	Paved Parking (6" GAB base, 2" asphalt)	3,500.00	\$6.00	\$21,000.00
		Design and Engineering			\$19,635.00
		Contingency (20%)			\$46,200.00
		Construction Mobilization/Overhead/Profit/ Bonds/Insurance			\$57,750.00
		Subtotal			\$354,585.00

Long Bridge Landing					
	Units	Description	Quantity	Price	Amount
	SF	Renovate Existing Rest Rooms	200.00	\$65.00	\$13,000.00
	EA	Site/Landscape Maintenance Improvements	1.00	\$10,000.00	\$10,000.00
	SF	Parking Improvements	6,500.00	\$6.00	\$39,000.00
	SF	Widen boat ramp	1,500.00	\$20.00	\$30,000.00
		Design and Engineering			\$13,800.00
		Contingency (20%)			\$21,160.00
		Construction Mobilization/Overhead/Profit/ Bonds/Insurance			\$23,000.00
		Subtotal			\$149,960.00

Steel Bridge Landing					
	Units	Description	Quantity	Price	Amount
	EA	Restroom (pre fab, 2 toilet rooms)	1.00		\$110,000.00
	EA	Renovate or Replace Existing Pavilion	1.00	\$30,000.00	\$30,000.00
	EA	Add new Pavilion	1.00	\$30,000.00	\$30,000.00
	LF	Buffer adjacent property	300.00	\$100.00	\$30,000.00
		Design and Engineering			\$20,000.00
		Contingency (20%)			\$44,000.00
		Construction Mobilization/Overhead/Profit/ Bonds/Insurance			\$50,000.00
		Subtotal			\$314,000.00



Tommy Long Landing

Units	Description	Quantity	Price	Amount
EA	Renovate Restrooms / repair platform	1.00	\$75,000.00	\$75,000.00
EA	Pavilion	1.00	\$30,000.00	\$30,000.00
EA	Improve boat ramp / kayak launch	1.00	\$40,000.00	\$40,000.00
	Design and Engineering			\$21,750.00
	Contingency (20%)			\$33,350.00
	Construction Mobilization/Overhead/ Profit/Bonds/Insurance			\$36,250.00
	Subtotal			\$236,350.00

Tuckasee King Landing

Units	Description	Quantity	Price	Amount
SF	Renovate Restrooms	150.00	\$65.00	\$9,750.00
EA	Playground (approx 40x30 use zone; plus mulch surface)	1.00	\$70,000.00	\$70,000.00
EA	Add overlook + interpretive signage	1.00	\$30,000.00	\$30,000.00
	Design and Engineering			\$16,462.50
	Contingency (20%)			\$25,242.50
	Construction Mobilization/Overhead/ Profit/Bonds/Insurance			\$27,437.50
	Subtotal			\$178,892.50

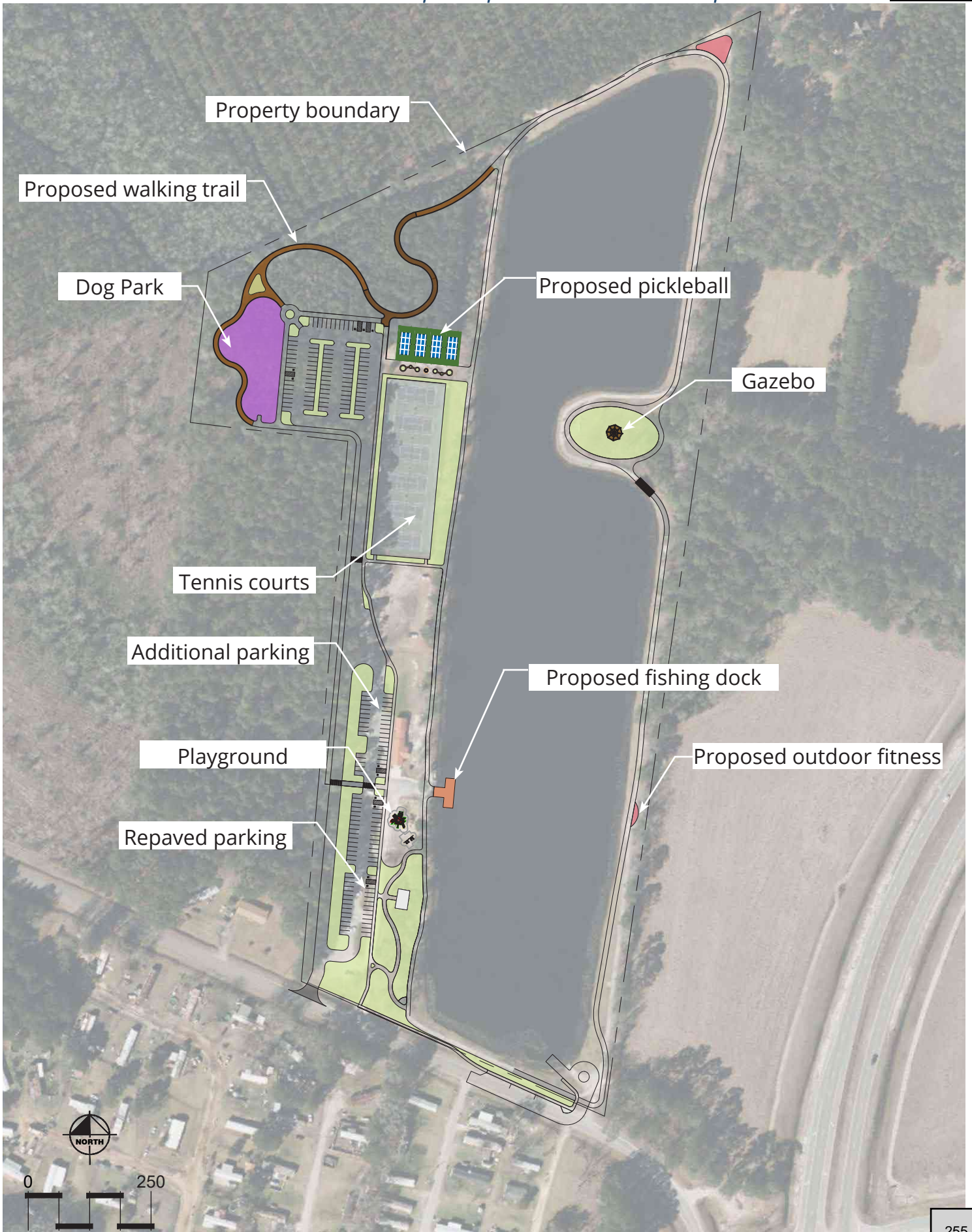
Meldrim Ball Field

Units	Description	Quantity	Price	Amount
LS	Demo Concession bldg; field lights	1.00	\$5,000.00	\$5,000.00
EA	Refurbish spectator area	1.00	\$10,000.00	\$10,000.00
SF	Gravel the parking lot	12,000.00	\$3.50	\$42,000.00
	Design and Engineering			\$8,000.00
	Contingency (20%)			\$13,000.00
	Construction Mobilization/Overhead/ Profit/Bonds/Insurance			\$14,250.00
	Subtotal			\$92,250.00



Baker Lake Park- *proposed concept*

Item XI. 1.



Park improvements & recommendations

Item XI. 1.

In the Fall of 2022 Effingham County proceeded with a project to make improvements at Baker Lake Park, as follows:

- Paving and possible extension of the parking area, including improving drainage for the parking area as needed, including ditching and/or piping.
- Resurfacing/repairing the sidewalk around Baker's Pond, with asphalt and concrete options
- Addition/construction of two pickleball courts next to the current tennis courts
- Addition/Construction of a dock for fishing/kayaking
- Upgrading the boat launch area
- Renovation of the bathrooms and gazebo area, including fixtures, wall surfaces, electrical, and door hardware for remote access.
- Evaluation of the current well and septic. Add chlorination to the well for potable use. Investigate the feasibility of connection to City of Springfield water and sewer and needed extensions.
- Coordination with Parks and Landscapes staff for planning the reconstruction and upgrade of the playground equipment and safety (rubberized) surface.

Additional future recommendations include:

- Paving and possible extension of the parking area, including improving drainage for the parking area as needed, including ditching and/or piping.
- Resurfacing/repairing the sidewalk around Baker's Pond, with asphalt and concrete options
- Addition/Construction of two pickleball courts next to the current tennis courts
- Addition/Construction of a dock for fishing/kayaking
- Updating the boat launch area
- Renovation of the bathrooms and gazebo area, including fixtures, wall surfaces, electrical, and door hardware for remote access.
- Evaluation of the current well and septic. Add chlorination to the well for portable use. Investigate the feasibility of connection of City of Springfield water and sewer and needed extensions.
- Planning for the reconstruction and upgrade of the playground equipment and safety (rubber) surface.
- Plant additional trees to provide shade along trails and to shade paved areas/reduce heat island impacts from pavements.
- Add native landscape plantings to reduce areas of lawn, resulting in lower maintenance and to provide biotic benefit.



Clarence E Morgan Complex- *proposed concept*

Item XI. 1.



Park improvements & recommendations

Item XI. 1.

The CEM complex is the newest and arguably most popular park in the county, and thus far only the first phase of development have been completed. The future phase(s) of the CEM complex provide opportunity for the county to add the types of facilities necessary to keep up with population growth and program demand for organized sports, especially those that require rectangular athletic fields for soccer, football, and lacrosse.

In the Fall of 2022 the County proceeded with a project to complete a major addition to the Gym at CEM. The proposed addition of the building is for the use by the Recreation Department for staff offices (relocating from the 119 site) and Effingham Emergency Management Agency. The addition is proposed to have a slab foundation, masonry construction and flat roof. A multi-purpose room will serve as the Emergency Operations Center, complete with restrooms, showers, and sleeping quarters.

The following improvements are recommended in future phases of development at CEM.

- Seven multipurpose athletic fields - minimum 3 made of synthetic turf, all lighted.
- Three 250' baseball/softball fields
- One 330' baseball/softball fields
- Three 150' T-ball fields
- Concessions and restrooms to support the additional rectangular and baseball/softball fields
- Accessible parking lot close to Reddick Stadium
- Additional covered batting cages with timer lights
- Add light timers to existing batting cages
- Additional pavilions and picnic areas - large pavilion by multi-purpose fields can double as farmers market pavilion as well as server large soccer, etc., tournaments
- Large equipment storage building / expand park maintenance facility
- Information boards / kiosks and wayfinding signage throughout the park
- RV overnight camping area for tournament attendees (6-10 spaces) that doubles as an event space and food truck pads
- Indoor and/or outdoor pool
- Splashpad
- Add minimum 2 full-size outdoor basketball courts
- Add fenced, off-leash dog park, separate spaces for large and small dogs
- Paved walking trails with measured distances
- Enhance edges of existing pond, add boardwalk/overlook/dock
- Add a one-way road through phase 2 expansion, provide pods of head-in, angled parking; keep cars on pavement by design/capture stormwater runoff for water quality/irrigation
- Picnic pavillions with grills and tables
- Plant additional trees to provide shade along trails and to shade paved areas/reduce heat island impacts from pavements.
- Add native landscape plantings to reduce areas of lawn; this will result in lower maintenance needs and provide biotic benefit.

CEM Gym:

- Reception area inside gymnasium for hosting open gym sessions
- Add locker room doors
- Add Sounds dampeners inside gymnasium



Clarence E Morgan Complex

	Units	Description	Quantity	Price	Amount
	EA	Multi-purpose rectangle athletic fields (turf grass)	4.00	\$300,000.00	\$1,200,000.00
	EA	Multi-purpose rectangle athletic fields (Synthetic turf)	3.00	\$1,000,000.00	\$3,000,000.00
	EA	150' Baseball Fields (skinned clay infield, grass outfield, irrigated)	3.00	\$150,000.00	\$450,000.00
	EA	250' Baseball Fields (skinned clay infield, grass outfield, irrigated)	3.00	\$200,000.00	\$600,000.00
	EA	300' Baseball Fields (skinned clay infield, grass outfield, irrigated)	1.00	\$350,000.00	\$350,000.00
	EA	Sports Field Lighting	13.00	\$200,000.00	\$2,600,000.00
	SF	Baseball complex plaza	95,000.00	\$6.00	\$570,000.00
	EA	Outdoor Basketball courts	2.00	\$25,000.00	\$50,000.00
	SF	Paved Parking / Park roads	300,000.00	\$12.00	\$3,600,000.00
	SF	Concession / Restroom Building	3,000.00	\$300.00	\$900,000.00
	EA	Reddick Stadium accessible Parking	26,000.00	\$12.00	\$312,000.00
	EA	Covered Batting Cages	1.00	\$200,000.00	\$200,000.00
	EA	Pavilions (50' diameter)	1.00	\$90,000.00	\$90,000.00
	EA	Pavilions (30' diameter)	9.00	\$60,000.00	\$540,000.00
	EA	Storage building	3,000.00	\$150.00	\$450,000.00
	LS	RV / Food Truck Sites and Event Area	1.00	\$500,000.00	\$500,000.00
	SF	Aquatic complex	25,000.00	\$500.00	\$12,500,000.00
	EA	Splashpad	1.00	\$500,000.00	\$500,000.00
	LF	Paved walking trails	7,500.00	\$60.00	\$450,000.00
	LS	Dog Park	1.00	\$80,000.00	\$80,000.00
	LS	Pond Enhancements	1.00	\$75,000.00	\$75,000.00
	LS	CEM Gym improvements	1.00	\$100,000.00	\$100,000.00
	LS	Wayfinding	1.00	\$75,000.00	\$75,000.00
		Design and Engineering			\$2,919,200.00
		Contingency (20%)			\$6,422,240.00
		Construction Mobilization/Overhead/ Profit/Bonds/Insurance			\$7,298,000.00
		Subtotal			\$45,831,440.00

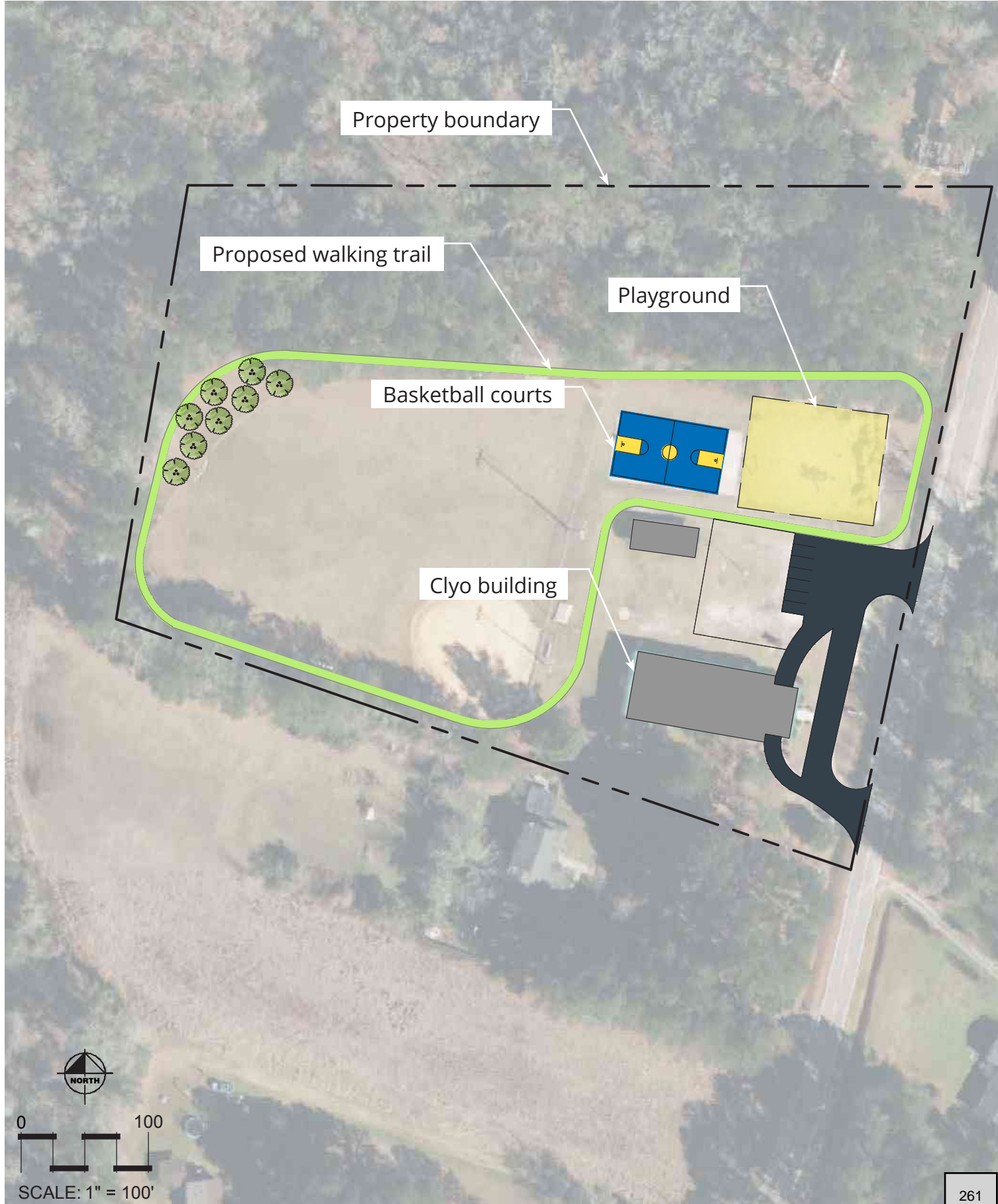


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Clyo Community Center- *proposed concept*

Item XI. 1.



Park improvements & recommendat

Item XI. 1.

The Clys Community Center and Park serves the surrounding Clys community, but is in need of improvements to be on par with the quality of similar facilities throughout the county. Basic organization of the parking area and replacement and/or refurbishment of the existing basketball courts, playground, and park pavilion will greatly improve the experience of visiting the park.

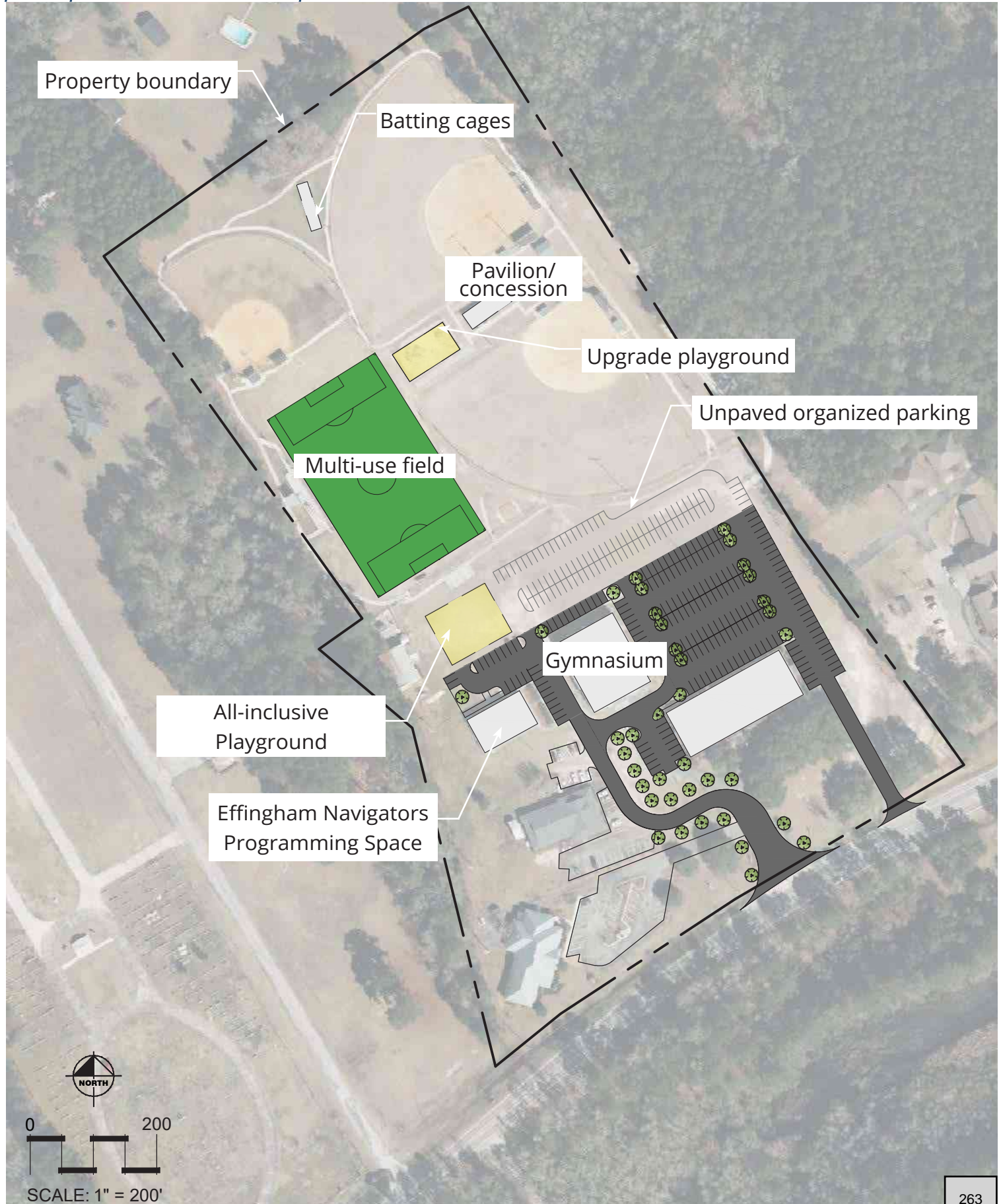
- Maintain baseball/softball field as a community field for pick-up games
- Modify fence lines of the ball field to accommodate a walking trail loop around the perimeter of the park.
- Upgrade all field fencing to Black Vinyl Coated fence.
- Repair doors to exterior restrooms.
- Update / renovate building interiors as needed
- Upgrade / renovate bathrooms both interior to community center and those accessible from the exterior
- Upgrade playground with new play structures / elements
- Renovate pavilion/ picnic areas
- Restore basketball court / upgrade hoops

Clys Community Center					
		Description	Quantity	Price	Amount
	LF	Modify Ball field fence lines	400.00	\$15.00	\$6,000.00
	LF	Paved walking trails	1,600.00	\$45.00	\$72,000.00
	SF	Repair restrooms	200.00	\$40.00	\$8,000.00
	SF	Building updates / renovations	1,000.00	\$60.00	\$60,000.00
	EA	Playground	1.00		\$120,000.00
	EA	Picnic Pavilion renovation (new roof, electrical, paint, physical repairs, picnic tables)	1.00	\$20,000.00	\$20,000.00
	SF	Renovate basketball court	5,000.00	\$4.00	\$20,000.00
	SF	Parking lot pavement	11,500.00	\$6.00	\$69,000.00
		Design and Engineering			\$33,750.00
		Contingency (20%)			\$81,750.00
		Construction Mobilization/Overhead/Profit/Bonds/ Insurance			\$93,750.00
		Subtotal			\$584,250.00



Effingham County Rec Complex- *proposed concept*

Item XI. 1.



Park improvements & recommendations

Item XI. 1.

The Effingham County 119 Rec Complex shares land with other county administration and services buildings including a library, Health Dept. and County Annex services. The park is in the rear half of the complex, and aside from a small sign at the front of the property on 119, the park is not obvious to the first time visitor. In addition to the recommended improvements within the park and the parking improvements that will serve all visitors to the county buildings, improvements should be made to enhance the arrival experience for park visitors.

- Renovate concession building
- Repair / replace dugout roofs
- Upgrade pavilion and picnic area
- Upgrade batting cage, add roof and timer operated lights
- Add wayfinding internal to park
- Upgrade remaining fields to new LED sports field lighting
- Upgrade gymnasium lighting
- Refresh the multi-use athletic field sod
- Renovate and upgrade multi-use field scoreboard/scorers' booth
- Pave and organize parking lot, remove horseshoe driveway, maintain secondary driveway entrance/exit
- Reorient main entrance of gymnasium to face main parking lot
- Renovate gymnasium bathrooms
- Relocate equipment storage room
- Upgrade playground structures at primary playground location - add shade sails for shade and protective cover from foul balls
- All-inclusive ADA accessible playground
- Replace small playground with sensory garden/play space
- Relocate Parks and Recreation offices to CEM Complex / CEM gym addition; re-purpose former Parks offices for new county purpose.
- Rename the park



119 Effingham Co. Rec Complex

	Units	Description	Quantity	Price	Amount
	SF	Renovate Concession Building	1,400.00	\$60.00	\$84,000.00
	SF	Replace Dugout Roofs	2,400.00	\$10.00	\$24,000.00
	SF	Pavilion/Picnic upgrades	1,200.00	\$30.00	\$36,000.00
	EA	Batting Cage upgrades, addition	3.00	\$10,000.00	\$30,000.00
	LS	Park Wayfinding	1.00	\$60,000.00	\$60,000.00
	EA	Upgrade remaining field lights to LED	3.00		\$600,000.00
	LS	Upgrade gymnasium lighting	1.00	\$10,000.00	\$10,000.00
	SF	Convert multi-use field to synthetic turf	80,000.00	\$14.00	\$1,120,000.00
	LS	Renovate Scorer's box / new scoreboard	1.00	\$65.00	\$30,000.00
	SF	Paved parking		\$12.00	\$1,200,000.00
	SF	Organized overflow parking	55,000.00	\$1.00	\$55,000.00
	LS	Gym renovations	1.00	\$50,000.00	\$50,000.00
	EA	Playground upgrades	1.00		\$150,000.00
	EA	All-inclusive Playground	1.00		\$400,000.00
		Design and Engineering			\$344,900.00
		Contingency (20%)			\$838,780.00
		Construction Mobilization/Overhead/ Profit/Bonds/Insurance			\$862,250.00
		Subtotal			\$5,894,930.00



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Meldrim Community Park- *proposed cor*

Item XI. 1.



Park improvements & recommendations Item XI. 1.

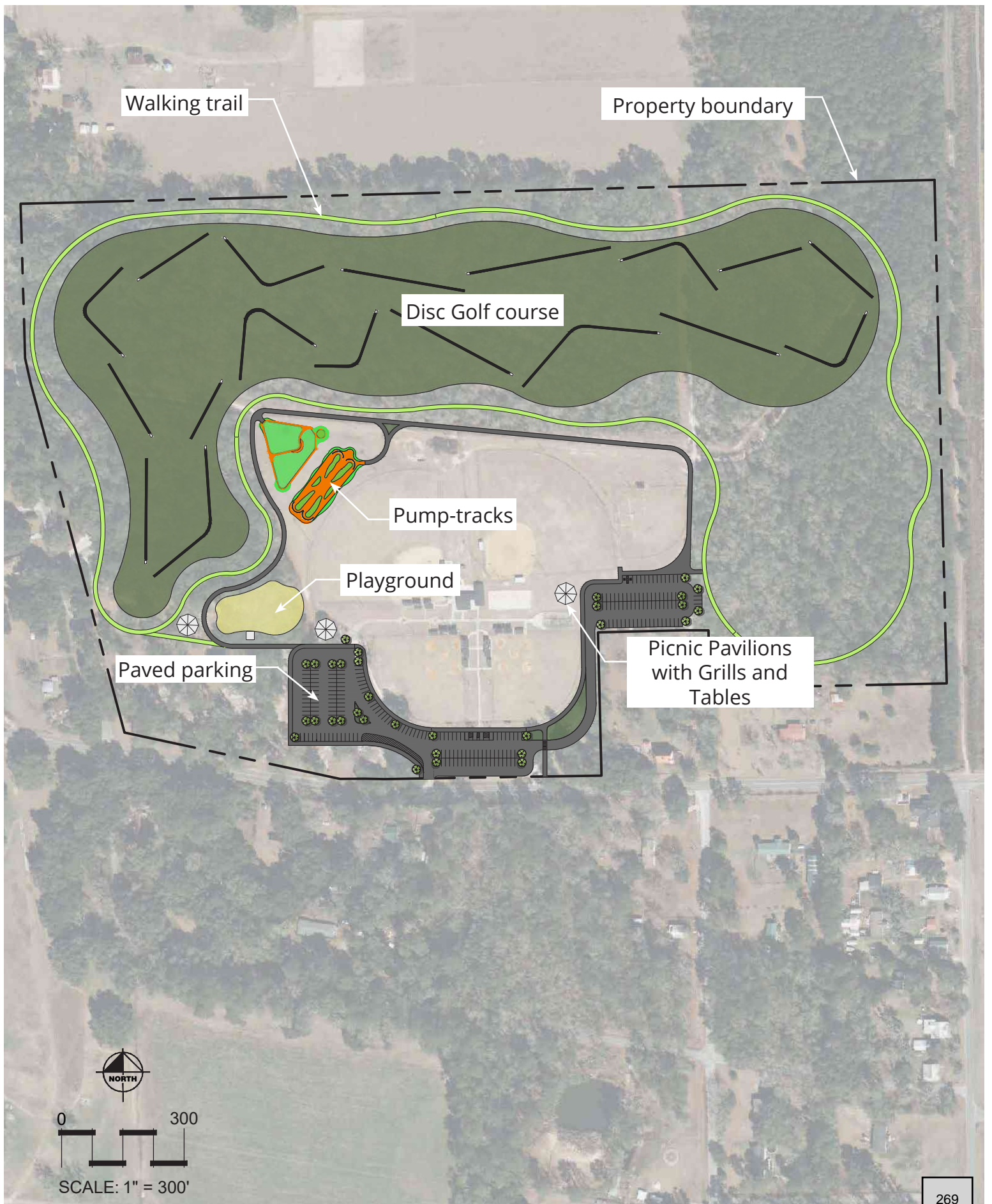
Meldrim Community Park needs included addressing deferred maintenance and upgrades to existing park amenities to provide nearby residents and visitors facilities of equal quality to the rest of the county parks. With the addition of more trees to provide shade and mix the age of existing trees to ensure tree canopy increases over time combined with the recommend improvements Meldrim Park will provide continued recreation service and value to the local community.

- Upgrade playground - replace dated equipment with new equipment and safety surfaces that meet current standards for fall height and fall zones.
- Renovate restroom building and make accessible to the public on daily basis
- Renovated and upgrade pavilion and picnic areas
- Restore tennis court to modern standards - stripe for tennis and pickle ball; trim tree branched hanging over court to accommodate game play
- Restore basketball court, size appropriately for full court play or develop two distinct half courts.
- Add trees throughout park to increase and diversify species and age of tree canopy to ensure natural shade within the park.

Meldrim Community Park					
	Units	Description	Quantity	Price	Amount
	LS	Playground upgrades	1.00		\$140,000.00
	SF	Renovate restroom building	1,000.00	\$65.00	\$65,000.00
	SF	Renovate pavilion / picnic area	2,000.00	\$10.00	\$20,000.00
	SF	New Tennis court	7,200.00	\$8.50	\$61,200.00
	SF	Renovate basketball court	4,500.00	\$6.00	\$27,000.00
	LF	Loop Pathway	1,200.00	\$50.00	\$60,000.00
	LS	Landscape improvements	1.00	\$20,000.00	\$20,000.00
		Design and Engineering			\$47,184.00
		Contingency (20%)			\$88,076.80
		Construction Mobilization/Overhead/Profit/Bonds/Insurance			\$98,300.00
		Subtotal			\$626,760.80



Pineora Park/ Lawton Park- *proposed* Item XI. 1.



Park improvements & recommendat

Item XI. 1.

Pineora Park is much larger than it appears based on the currently developed and accessible land. Immediately to the west is Lawton Park which provides shaded walking paths and picnic areas and shelter. To the north and east are additional undeveloped wooded county owned parcels. The northern parcel is nearly 20 acres and the eastern parcel is over 16 acres. This additional land is prime opportunity for the county to provide more walking trails and a disc golf course, while other open areas in the park can be utilized to provide playgrounds and pump tracks for cyclists and skateboarders. While the county may currently have enough baseball fields to meet needs and growth within the baseball and softball programs, some fields aren't fully viable because they lack functioning lights. Improvements here at Pineora will make these fields viable for upwards of 400 youth baseball or softball players and reduce pressure on other fields within the park system. This park also includes a popular dog park.

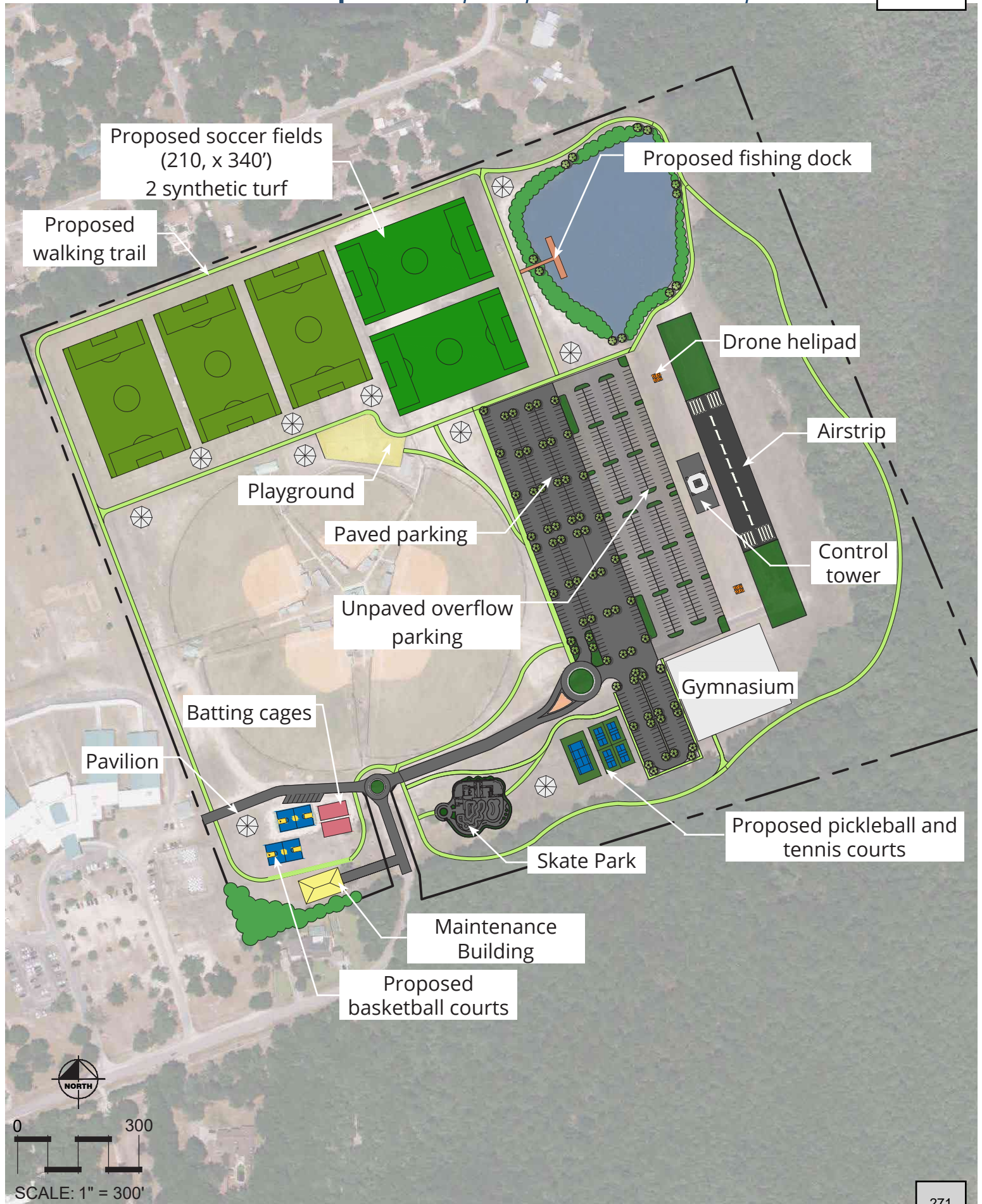
- Upgrade lighting on the existing baseball fields - these field will then be available for use for rec leagues or travel ball rentals for practices and games.
- Renovate restrooms
- Renovate pavilion and picnic areas
- Add 18-hole disc golf course in the undeveloped parcels or throughout the entire park.
- Add walking trail around park that connects to Lawton park trail
- Add storage building
- Pave and organize parking areas, which will be imperative once fields are viable for practices and games.
- Add a new large playground that provides access and challenges for kids of all abilities.
- Enhance the dog park with additional amenities.
- Add new restroom to serve trailhead/disc golf/playground
- Renovate the ball field dugouts
- Upgrade the ball field irrigation system
- Add beginner and intermediate/advanced skill pump tracks
- Picnic pavillions with grills and tables

Pineora Park					
	Units	Description	Quantity	Price	Amount
	EA	Upgrade lighting on 4 baseball fields to LED	4.00	\$200,000.00	\$800,000.00
	SF	Renovate restrooms	1,200.00	\$65.00	\$78,000.00
	SF	Renovate pavilion/picnic areas	1,000.00	\$20.00	\$20,000.00
	EA	Add 18 hole disc golf course	1.00	\$25,000.00	\$25,000.00
	LF	Add paved walking trail around park	3,500.00	\$45.00	\$157,500.00
	LF	Add Hiking / biking Trail around park	7,000.00	\$8.00	\$56,000.00
	SF	Add storage building	2,000.00	\$150.00	\$300,000.00
	SF	Pave and organize parking areas	135,000.00	\$12.00	\$1,620,000.00
	LS	Add new large playground	1.00	\$300,000.00	\$300,000.00
	LS	Add Trailhead / Playground restroom	1.00	\$100,000.00	\$100,000.00
	LS	Dog park enhancements	1.00	\$20,000.00	\$20,000.00
	EA	Pump Tracks	2.00	\$150,000.00	\$300,000.00
	EA	Pavilions (30' diameter)	9.00	\$60,000.00	\$540,000.00
		Design and Engineering			\$377,650.00
		Contingency (20%)			\$938,830.00
		Construction Mobilization/Overhead/Profit/ Bonds/Insurance			\$944,125.00
		Subtotal			\$6,577,105.00



Sand Hill Complex- *proposed concept*

Item XI. 1.



Park improvements & recommendations

Item XI. 1.

The Sand Hill Complex provides ample opportunity to significantly increase the amount of available rectangular multi-use athletic fields for soccer, football, and lacrosse in Effingham County, and in the southern portion of the county where demand will remain strong due to increased development and new residents. The park can accommodate at least 5 full size rectangle fields of at least 210 x 340 feet which can further be subdivided for younger age groups providing greater flexibility for peewee football and youth soccer.

Parking can be organized in the park to provide ample primary and overflow parking to accommodate the busiest of days in the park when all fields are operating at high demand. Sand Hill is a good location on existing County property, in an existing county park to add another gym or rec center similar to the gym at CEM, in order to provide these same services to residents in the southern portion of the county.

- Organize parking areas into primary paved and overflow; unpaved lots to accommodate a range of parking demands in the renovated park
- Rearrange and add multi-use fields to provide playing surfaces for soccer, football, lacrosse, ultimate, etc.
- Recommend making at least 2 fields synthetic turf with a goal of converting all to synthetic turf over time.
- Add restroom facility to serve expanded rectangle athletic fields.
- Expand and cover batting cages, include timer lights
- Two court gymnasium w/ concession, reception and staff offices
- Paved loop walking trail to circumnavigate the park with measured distances
- Renovate concession within the baseball complex
- Information boards / kiosks and wayfinding signage throughout the park
- Baseball clubhouse / Scorers room renovations / AC repairs
- Add pickleball, tennis, and basketball courts
- Add Pavilions
- Upgrade playground
- Repave entry road and add roundabout to help with traffic flow / parent staging for adjacent elementary school pick-up and drop-off
- Reshape and enhance the edges of the pond with native landscape; add/or overlook(s)
- Upgrade and expand the irrigation system to accommodate new fields
- Create new RC airfield strip; add Drone helipad; add pavilion and "Control Tower" for RC field; Add RC care race course.
- Light all soccer/multi-use fields; lighting controls to be inside an enclosed building/electrical room.
- Replace ball field fences with black vinyl coated chain link
- Parks Maintenance Facility
- Plant additional trees to provide shade along trails and to shade paved areas/reduce heat island impacts from pavements.
- Add native landscape plantings to reduce areas of lawn; this will result in lower maintenance needs and provide biotic benefit.



Sand Hill Complex

	Units	Description	Quantity	Price	Amount
	SF	Paved Parking	180,000.00	\$12.00	\$2,160,000.00
	EA	Multi-use rectangle athletic fields - grass	3.00	\$300,000.00	\$900,000.00
	EA	Synthetic turf Multi-use rectangle athletic fields	2.00	\$1,000,000.00	\$2,000,000.00
	SF	Restroom /Concession bldg for soccer fields	2,000.00	\$300.00	\$600,000.00
	EA	Lights for soccer fields	5.00	\$200,000.00	\$1,000,000.00
	LS	Expand and cover batting cages	1.00	\$160,000.00	\$160,000.00
	SF	Recreation Center	25,000.00	\$425.00	\$10,625,000.00
	LF	Paved Loop walking trail	10,560.00	\$45.00	\$475,200.00
	SF	Renovated baseball concessions / restrooms / clubhouse	2,500.00	\$65.00	\$162,500.00
	LS	Wayfinding	1.00	\$50,000.00	\$50,000.00
	LS	RC Airstrip improvements	1.00	\$60,000.00	\$60,000.00
	SF	Pickleball courts	10,000.00	\$8.50	\$85,000.00
	SF	Tennis Court	7,200.00	\$8.50	\$61,200.00
	SF	Basketball court	4,500.00	\$6.00	\$27,000.00
	SF	Skate Park	20,000.00	\$55.00	\$1,100,000.00
	EA	Pavilions (50' diameter)	3.00	\$90,000.00	\$270,000.00
	EA	Pavilions (30' diameter)	7.00	\$40,000.00	\$280,000.00
	LS	Upgrade playground	1.00	\$200,000.00	\$200,000.00
	LS	Pond Enhancements	1.00	\$75,000.00	\$75,000.00
	LS	Parks maintainance facility	1.00	\$250,000.00	\$250,000.00
		Design and Engineering			\$2,021,590.00
		Contingency (20%)			\$4,512,498.00
		Construction Mobilization/Over-head/Profit/Bonds/Insurance			\$5,053,975.00
		Subtotal			\$32,128,963.00



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Veterans Park- *proposed concept*

Item XI. 1.



Park improvements & recommendations Item XI. 1.

Veteran's Park is a place of respite and contemplation for visitors of the memorials within the park, but it also serves the same purpose for visitors and patients of the adjacent hospital, however currently ease of access to the park for hospital visitors and patients is lacking. A few basic improvements would make the park much more accessible and enhance the experience for all visitors. The County is currently in the process of adding a standalone restroom at the existing parking lot.

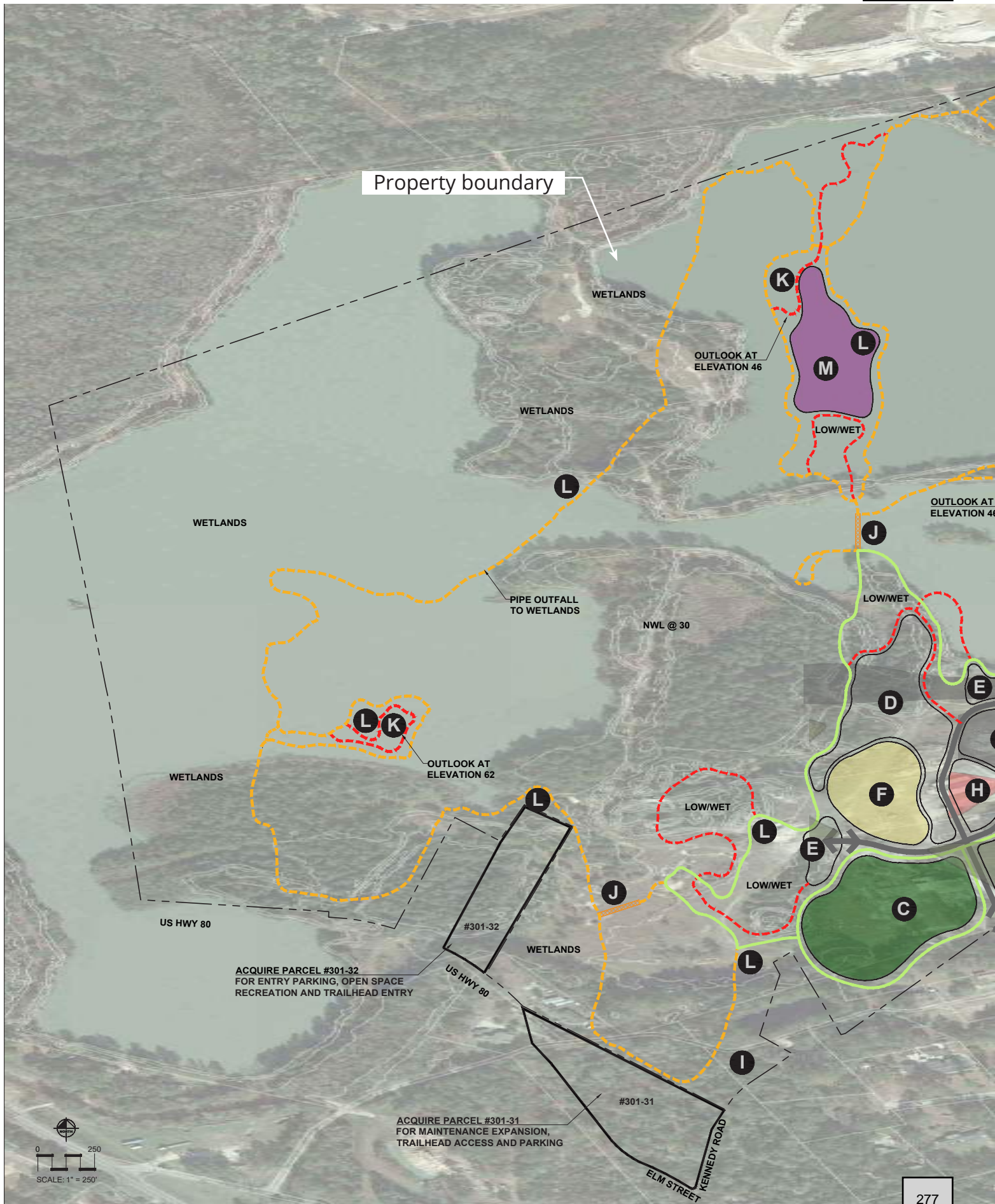
- Install a paved loop trail around the park pond, the trail shall be universally accessible and connect logically to the hospital campus to provide access to hospital patients and visitors.
- Address maintenance needs throughout the park - damaged or broken memorial walls and pavements should be a high priority
- Add buffer plantings at the end of the memorial wall / SE corner of the park to enclose the park and provide visual separation from vehicles on the road above. Additional understory plantings of native shrubs and understory trees should be added along the eastern boundary of the park to help enclose the park and add visual buffer to the vehicular activity along Hwy 21.

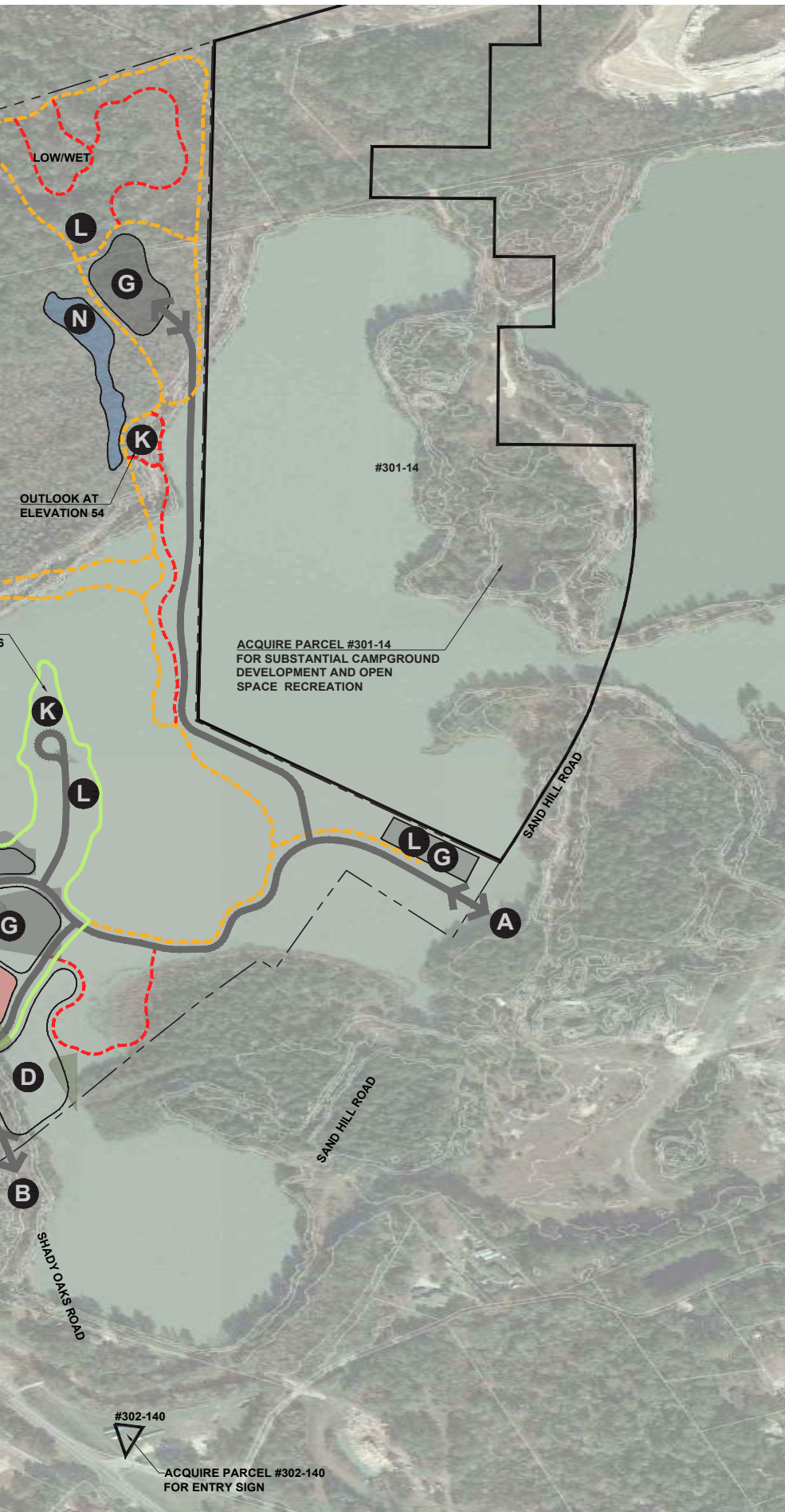
Veteran's Park					
	Units	Description	Quantity	Price	Amount
	LF	Paved loop trail	1,000.00	\$45.00	\$45,000.00
	LF	Boardwalk on Loop Trail	300.00	\$200.00	\$60,000.00
	LS	Address maintenance needs in park	1.00	\$30,000.00	\$30,000.00
	LS	Add buffer plantings	1.00	\$15,000.00	\$15,000.00
		Design and Engineering			\$15,000.00
		Contingency (20%)			\$33,000.00
		Construction Mobilization/Overhead/ Profit/Bonds/Insurance			\$37,500.00
		Subtotal			\$235,500.00



Atlas Site- *proposed concept*

Item XI. 1.





LEGEND

- A** SAND HILL ROAD ENTRY WITH GATED ENTRY AND RANGER STATION
- B** SHADY OAKS ROAD ENTRY WITH GATED ENTRY AND RANGER STATION
- C** OPEN SPACE / RECREATION
299,336 S.F. (6.8 AC.)
- D** DISC GOLF COURSE (ROUTING TBD)
325,954 S.F. (7.4 AC.)
- E** BOAT LAUNCH/TRAILER PARKING
62,554 S.F. (1.4 AC.)
- F** NATURE THEMED PLAYGROUND
150,284 S.F. (3.4 AC.)
- G** PARKING
173,816 S.F. (3.9 AC.)
- H** GROUP SHELTER/PAVILION
58,272 S.F. (1.3 AC.)
- I** MAINTENANCE
- J** TWO MULTI-USE BRIDGE CROSSINGS (15'X190'), (15'X160') FINAL SIZE TBD.
- K** OUTLOOKS AT ELEVATIONS 62,46,46, & 54
- L** PICNIC /SHELTER/RESTROOM
- M** 40 PRIMITIVE CAMPING TENT SITES
173,690 S.F. (3.9 AC.)
- N** BEACH AREA
52,341 S.F. (1.2 AC.)

MAIN ROAD ACCESS
7,309 L.F. (1.3 MILES)

SITE FEATURES

- 10' PAVED MULTI-USE TRAIL (HIKE-BIKE-RUN) WITH SELECTIVE CLEARING TO VIEWS OF LAKE
9,146 L.F. (1.73 MILES)
- 10' UN-PAVED MULTI-USE TRAIL (HIKE-BIKE-RUN) WITH SELECTIVE CLEARING TO VIEWS OF LAKE
23,268 L.F. (4.4 MILES)
- 4' NATURAL SURFACE HIKING TRAIL
11,128 L.F. (2.1 MILES)

POTENTIAL PARCEL ACQUISITION

- #302-140 (5,343 S.F.)
ENTRY SIGNAGE/WAYFINDING
- #301-14 (71.87 AC.)
SUBSTANTIAL CAMPGROUND DEVELOPMENT AND OPEN SPACE RECREATION
- #301-31 (5.2 AC.)
MAINTENANCE, TRAILHEAD ACCESS AND PARKING
- #301-32 (3.8 AC.)
PARKING, OPEN SPACE RECREATION AND TRAILHEAD ENTRY



Atlas Site					
	Units	Description	Quantity	Price	Amount
	LF	Sand Hill Road improvements for entry	400.00	\$135.00	\$54,000.00
	LF	2-lane pave park roads	7,500.00	\$300.00	\$2,250,000.00
	EA	Gated Entry / Ranger Station	1.00	\$80,000.00	\$80,000.00
	SF	Parking Lots		\$6.00	\$840,000.00
	SF	Boat Trailer parking		\$6.00	\$720,000.00
	EA	Boat launch	2.00	\$10,000.00	\$20,000.00
	SF	Open play field		\$1.50	\$300,000.00
	EA	Add new large playground	1.00		\$300,000.00
	EA	Add disc golf course	1.00	\$25,000.00	\$25,000.00
	LF	Paved multi-use trails	9000.00	\$60.00	\$540,000.00
	LF	Un-paved multi-use trails	25,000.00	\$8.00	\$200,000.00
	LF	4' Natural surface hiking trail	7,000.00	\$8.00	\$56,000.00
	LF	Boardwalk	4,000.00	\$350.00	\$1,400,000.00
	EA	Pedestrian Bridges	2.00		\$300,000.00
	EA	Overlook towers/structures	4.00	\$30,000.00	\$120,000.00
	LS	Wayfinding and interpretive signage	1.00	\$50,000.00	\$50,000.00
	LS	Furnishings: benches, trash cans, bench swings, bike racks	1.00		\$100,000.00
	EA	Picnic Shelters	9.00	\$20,000.00	\$180,000.00
	EA	Group Shelter	1.00		\$200,000.00
	LS	Primitive Campground	1.00	\$20,000.00	\$20,000.00
	LS	Beach Area	1.00	\$40,000.00	\$40,000.00
	EA	Restroom Building	2.00		\$500,000.00
	EA	Maintenance facility	1.00		\$200,000.00
		Design and Engineering			\$533,100.00
		Contingency (20%)			\$1,794,820.00
		Construction Mobilization/Overhead/ Profit/Bonds/Insurance			\$1,332,750.00
		Subtotal			\$12,101,670.00



Park improvements & recommendations Item XI. 1.

At 360 acres, the Atlas site is an ideal location for Effingham County to provide a large passive park to fulfill the needs gap for trails, nature and passive green spaces identified in the park system offerings. The proposed conceptual design for the Atlas Site includes miles of walking trails, a nature center, playground and access to nature, water access, boat launches, open spaces and other passive park amenities. The park fills a need and is in the southern portion of the county where growth is residential concentrated. The park provides the opportunity for the county to offer overnight camping in the form of RV and tent sites, a possible revenue generating park service. Adjacent parcels of land should be explored for improving/adding multiple access points to the site for both function and safety as well as potential for expanding the park to offer more amenities, or to preserve more land in passive park form.

- Shady Oaks Road shall be a secondary entrance or maintenance only access point to the park.
- Add gated entries with ranger stations to manage access to the property; primary entrance off of Shady Oaks Road.
- Organize parking areas into primary paved and overflow; create parking for boat launches and trailers.
- Create an open space lawns for unprogrammed recreational use; create open meadows to enhance wildlife and maintain openness of areas of the park.
- Disc golf course
- Nature themed playground.
- Picnic shelters
- Restrooms
- Group shelter / pavilion
- Bridges to allow trails to easily circumnavigate the site and provide options for movement within the site- bridges should support small maintenance vehicles.
- Outlook / overlook platforms and towers are key vantage points around the property for land and wildlife viewing
- Primitive camping tent sites
- Beach area – on the eastern shore of the lakes, as noted in the plan, there is an area that could be developed as a beach-like edge to the water. Swimming policy to be determined.
- Paved and un-paved multi-use trails circumnavigate the park with selective clearing to views of the lakes.
- Boardwalks through some wetland areas to provide access to all the different habitats present on site
- Employ a trail blazing system as well as park wayfinding signage and educational signage
- Add native landscape plantings / avoid developing areas of manicured lawn; this will result in lower maintenance and provide biotic benefit.



Staffing and Budget

Staffing and Budget:

The NRPA Park Metrics also provide insight into the staffing and budget of parks and recreation departments, by the same jurisdiction population breakdowns. Again, Effingham County falls within the 50,000 to 99,999 population bracket and all of the following data points are based on this unless otherwise noted.

The following compares Effingham County's parks staffing (Full time Equivalent (FTE)) to similarly sized jurisdictions:

	Jurisdiction Population 50,000 to 99,999 FTE	Effingham County FTE
Low Quartile	38.7	29.9
Median	64.1	
Upper Quartile	117.3	
	Number of FTE Staff per 10,000 residents	
Low Quartile	5.3	4.6
Median	9.6	
Upper Quartile	14.4	

Effingham County Parks and Recreation are supported by full time staff in both the Parks and Landscape Department as well as the Recreation Department. Both departments also benefit from part time labor. Parks and Landscape have the equivalent of 10.9 full time employees (FTE) while Recreation benefits from 19 FTE. In total between the two departments, the county can count 29.9 FTE as providing service to Parks and Recreation annually. These numbers put the County in the low quartile as compared to jurisdictions of similar size. It is reasonable to expect both departments could benefit from an increase in full and/or part time employees to meet their needs. As parks and recreation grow in the county through adding more parks, more facilities, and more programs, or as programs simply increase in size due to growing population, there will be a need to continually add more staff resources to support and maintain the parks and programs in the county.



The following compares Effingham County's parks and recreation funding to similarly sized jurisdictions:

	Jurisdiction Population 50,000 to 99,999	Effingham County	
	Annual Operating Expenditures	Effingham County 2023 Budget	
Low Quartile	\$4.33M	Recreation & Sports Management:	\$1.794M
Median	\$7.33M	Parks and Landscapes:	\$0.808M
Upper Quartile	\$11.82M	SPLOST Recreation:	\$1.638M
		Subtotal:	\$4.240M
		Additional SPLOST appropriations:	\$5.979M
		Total 2023:	\$10.219M
	Operating Expenditures per Capita	Effingham Expenditures per Capita	
Low Quartile	\$61	at \$4.24M	= \$62
Median	\$104	at \$10.22M	= \$150
Upper Quartile	\$180		



For all Parks and Recreation agencies nationally, more than 60% of operating expenditures are funded by General Fund Tax Support, while another 23% comes from Earned/Generated Revenue. The remaining 16% of funding comes from dedicated levies, other dedicated taxes, grants, sponsorships, or other unspecified sources. The percentage breakdown by funding source is extremely stable across all jurisdictional populations, with only minor variation.

Across all Parks and Recreation agencies, nationally, 56% of capital expenditures are aimed at renovation projects. 30% goes towards new development, 7% towards land acquisition, and the balance to other unspecified expenses.

Effingham County expenditures are on par with jurisdictions of similar population size when taking into account annual operating expenditures and expenditures per capita. SPLOST is an important part of ensuring the County is spending at a comparable level. Without SPLOST the County's expenditures would very likely remain below the average of the lower quartile without another source of funding to replace some or all of SPLOST.

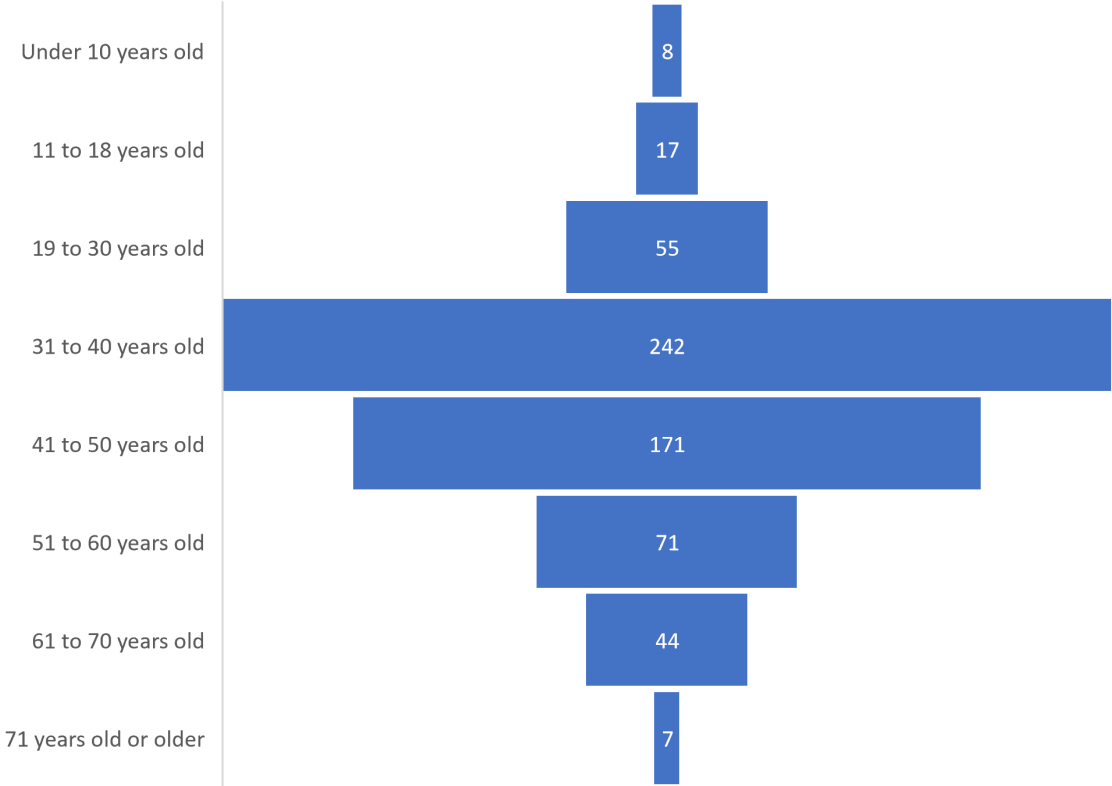


Appendices

Appendix A

Survey Results Graphics

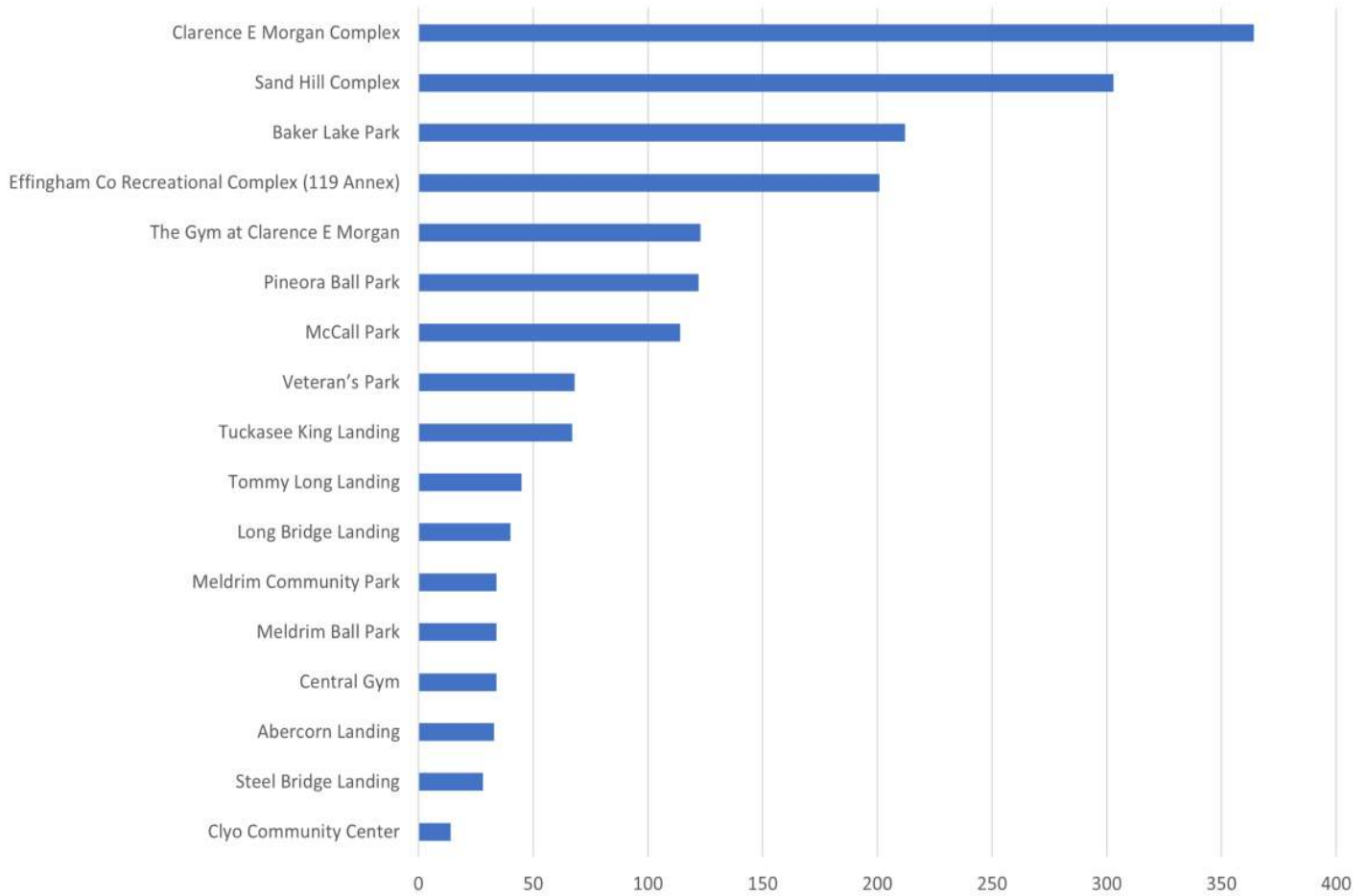
1. Please indicate your age



Appendix A

Survey Results Graphics

2. Which Effingham County Parks do you use?

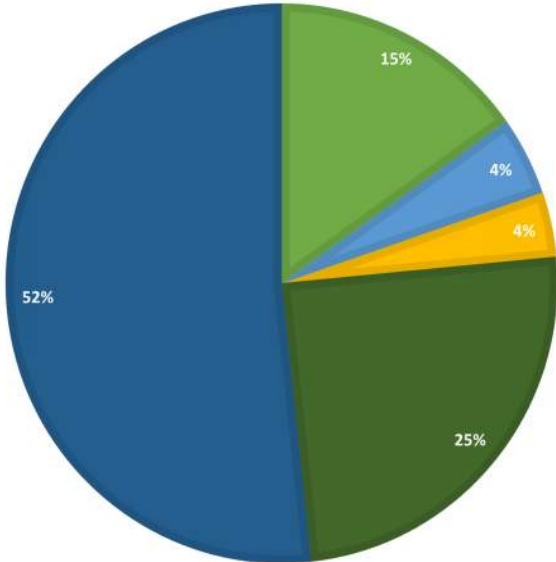


Appendix A

Survey Results Graphics

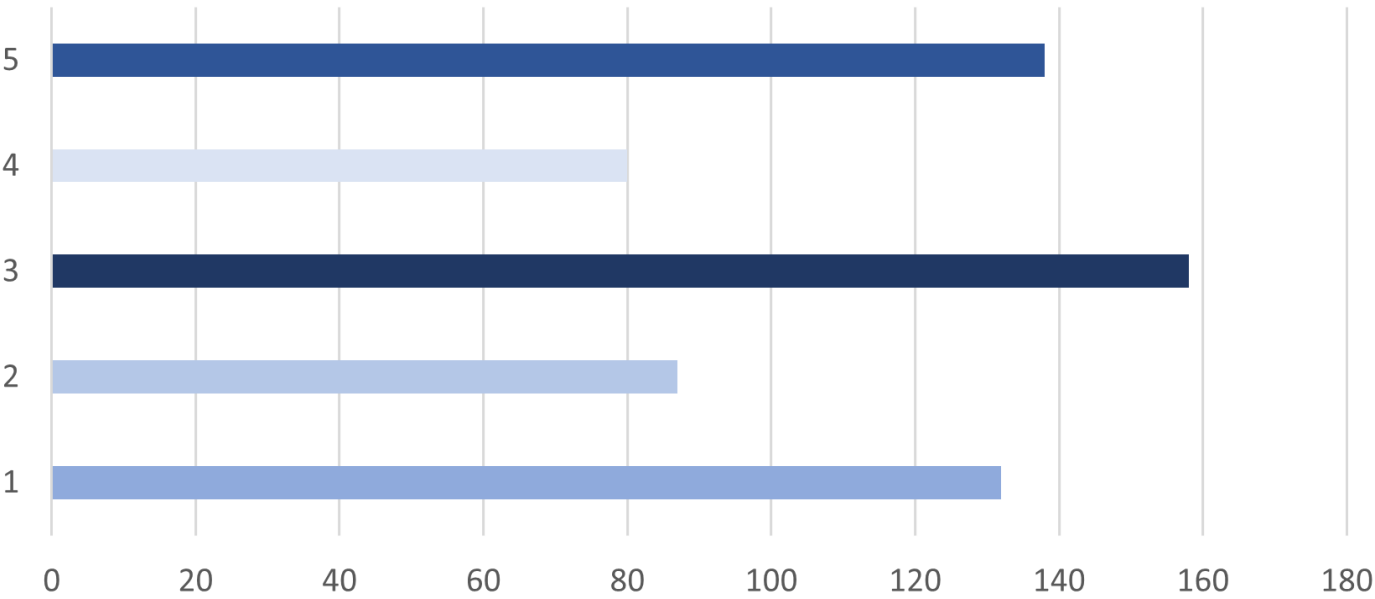
3. HOW OFTEN DO YOU VISIT ANY PARK FACILITY IN EFFINGHAM COUNTY?

■ A couples times per year ■ Daily ■ I do not visit Effingham County Parks ■ Monthly ■ Weekly



Appendix A
Survey Results Graphics

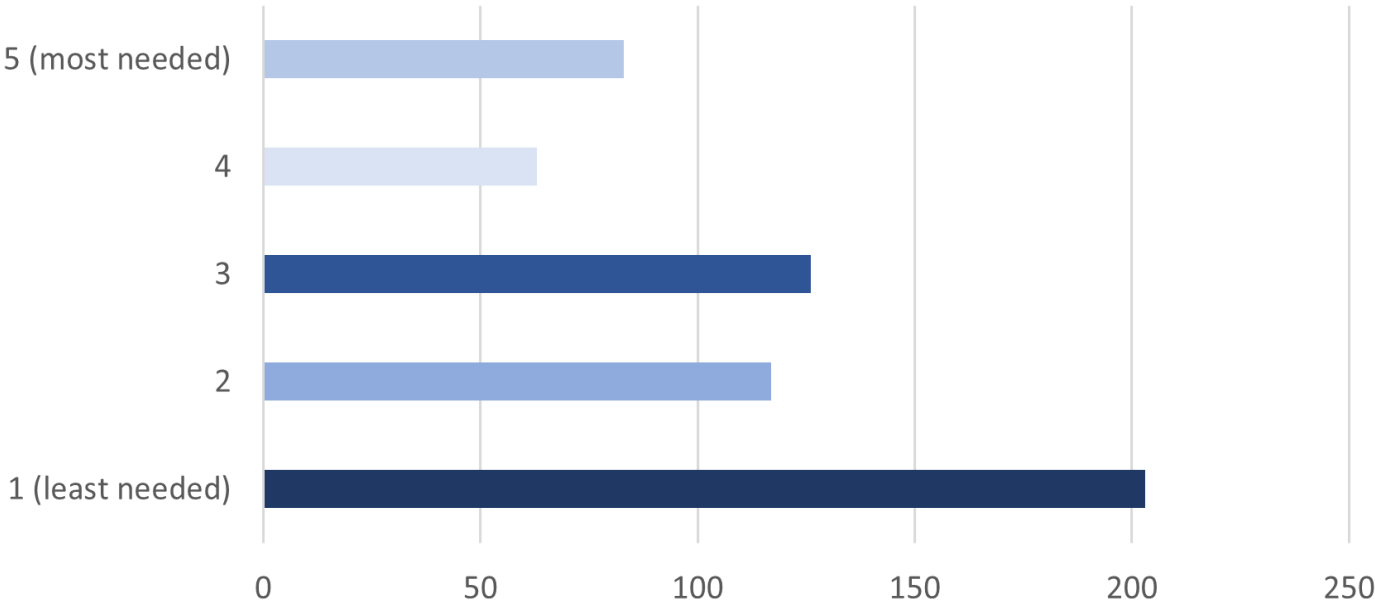
4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Passive greenspaces (open lawns, natural areas such as wetlands or woods)**



Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you:

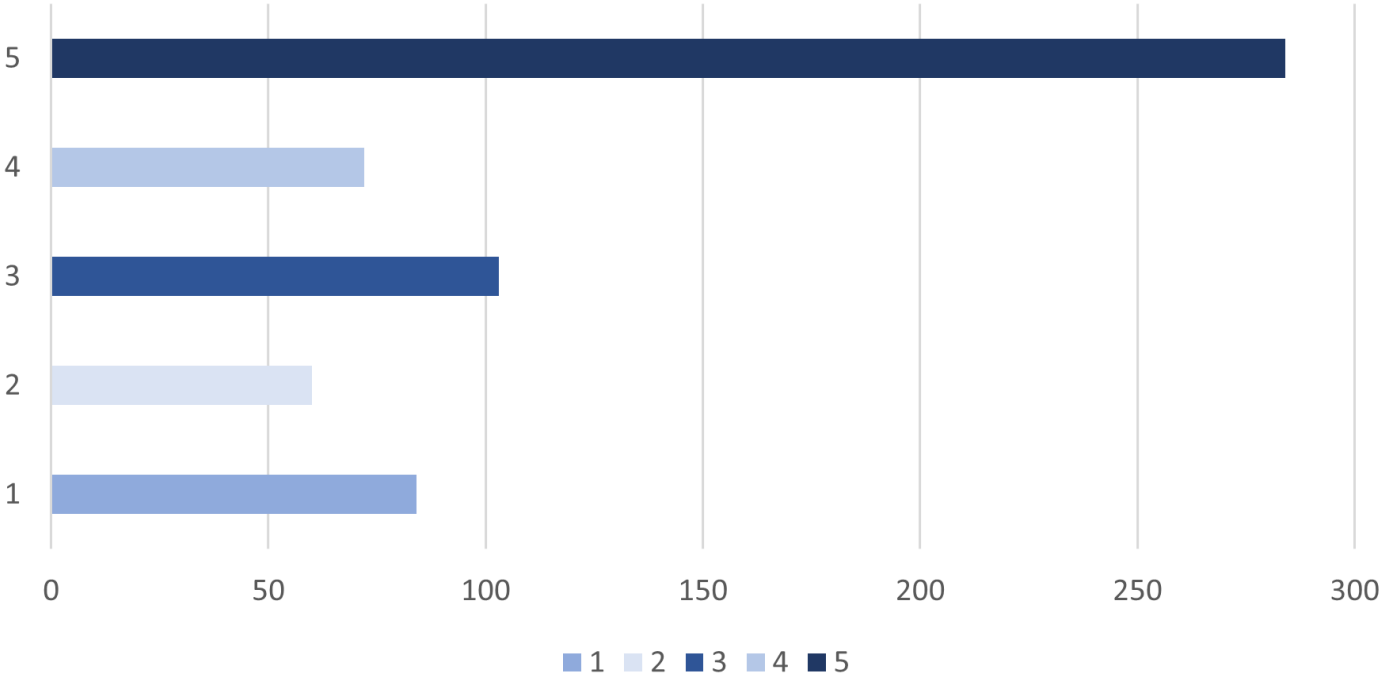
Batting cages



Appendix A Survey Results Graphics

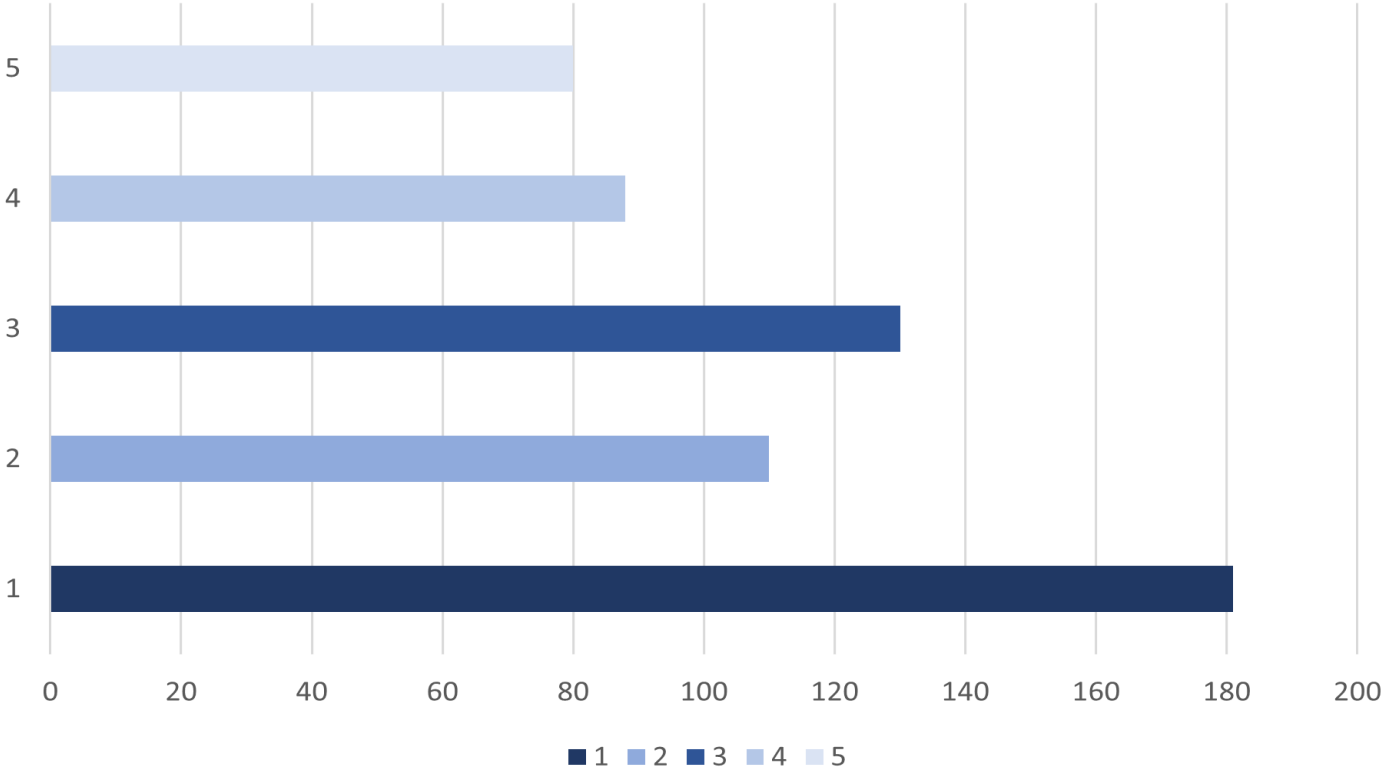
4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you:

Swimming pools



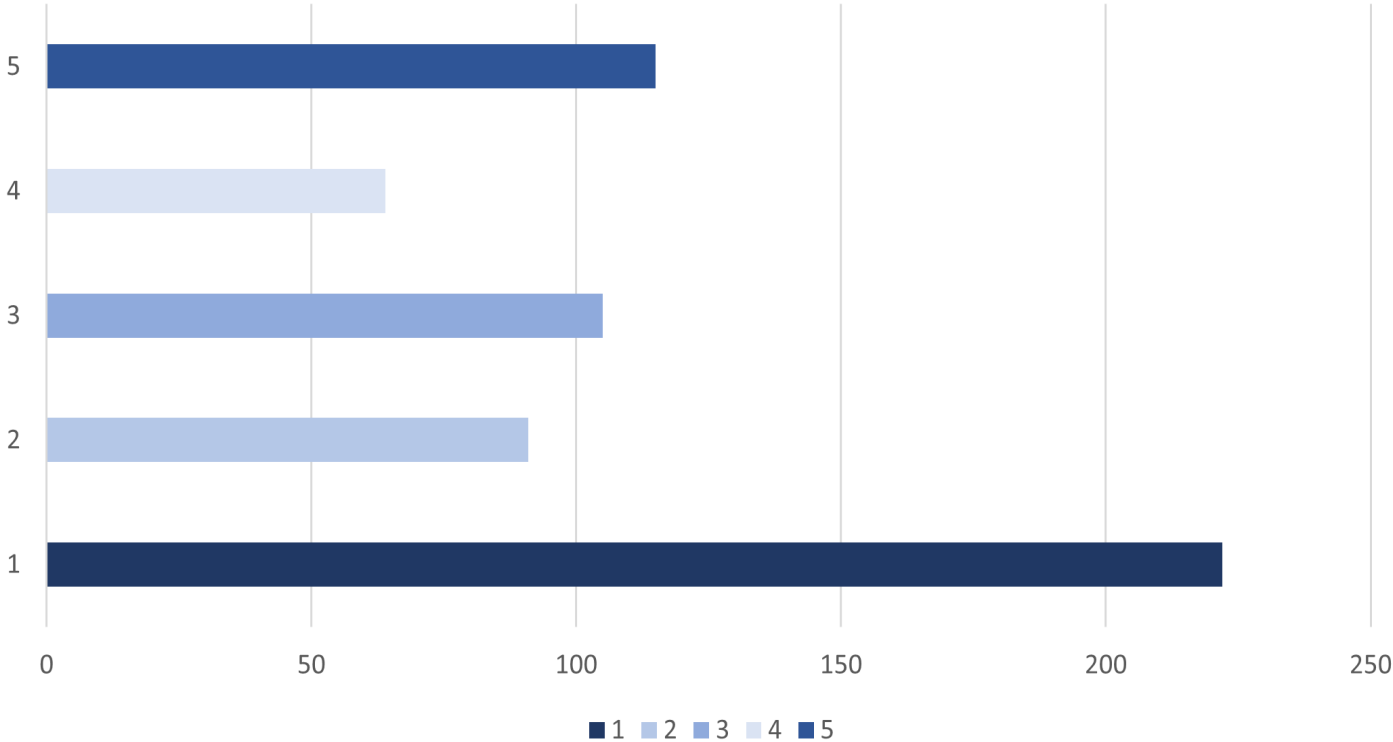
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you:
Art/cultural facilities



Appendix A Survey Results Graphics

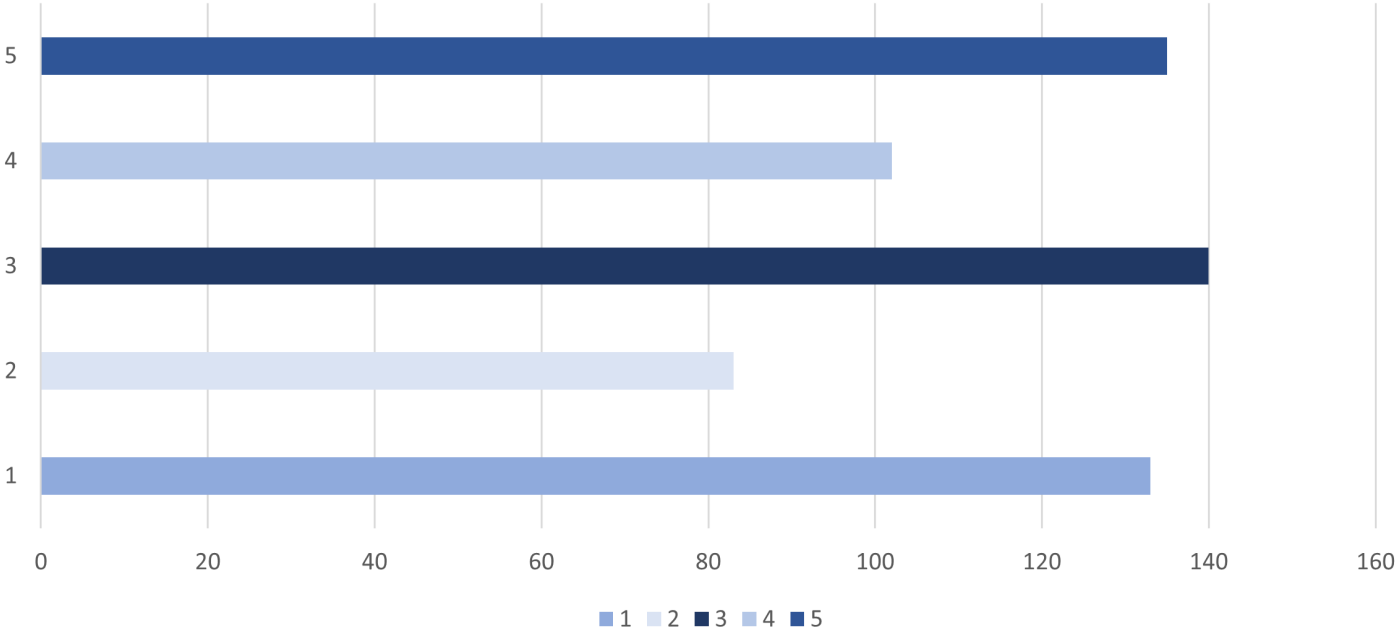
4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Off-leash dog parks**



Appendix A

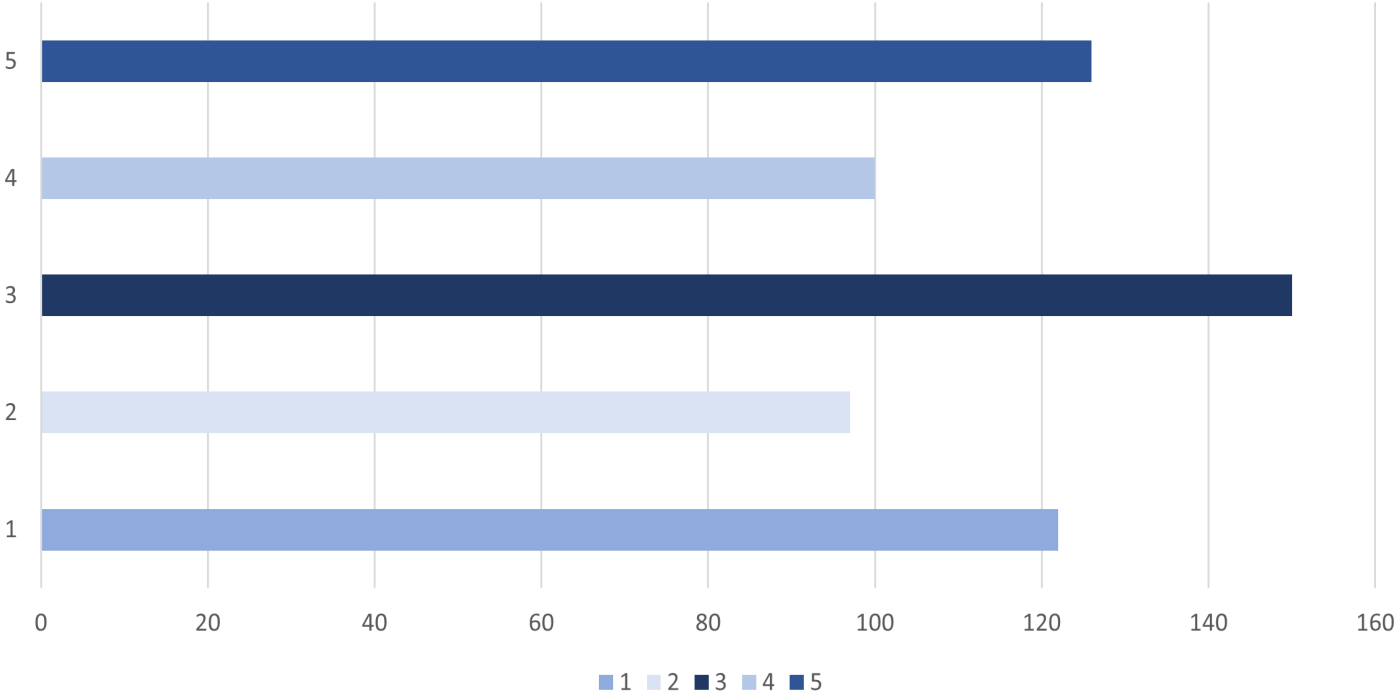
Survey Results Graphics

Q6 - 4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Fitness and exercise facilities**



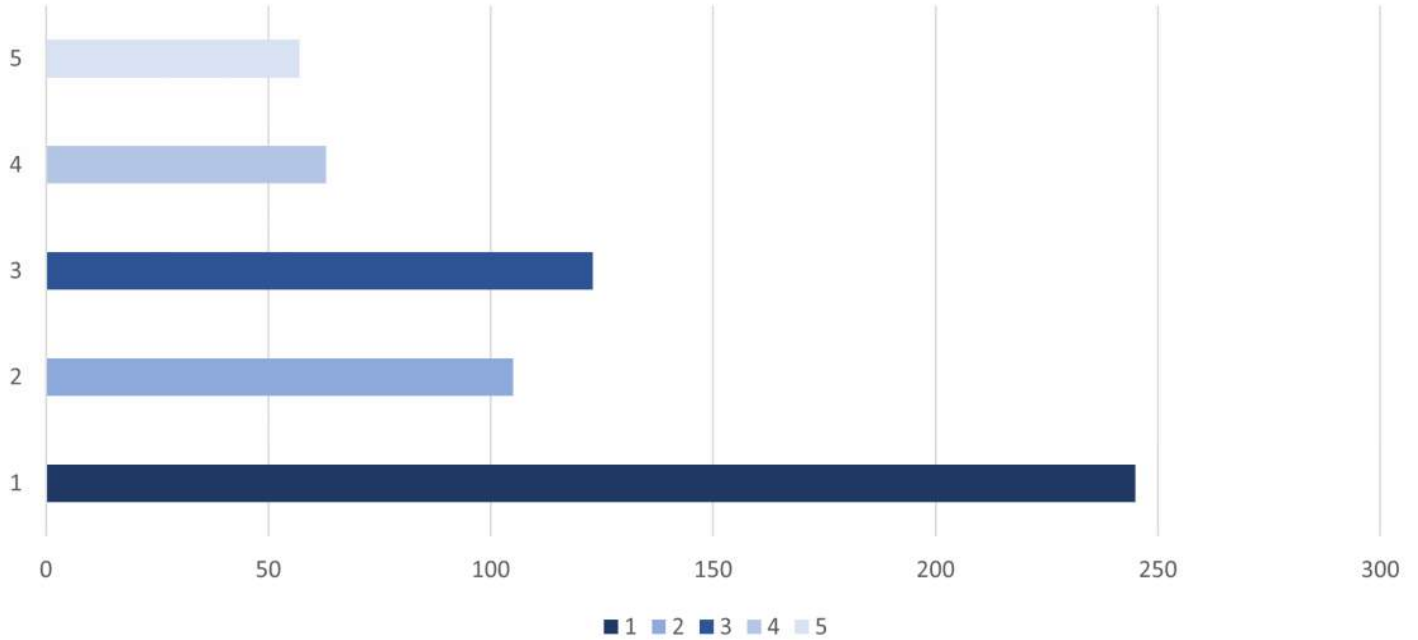
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Community centers/rental facilities**



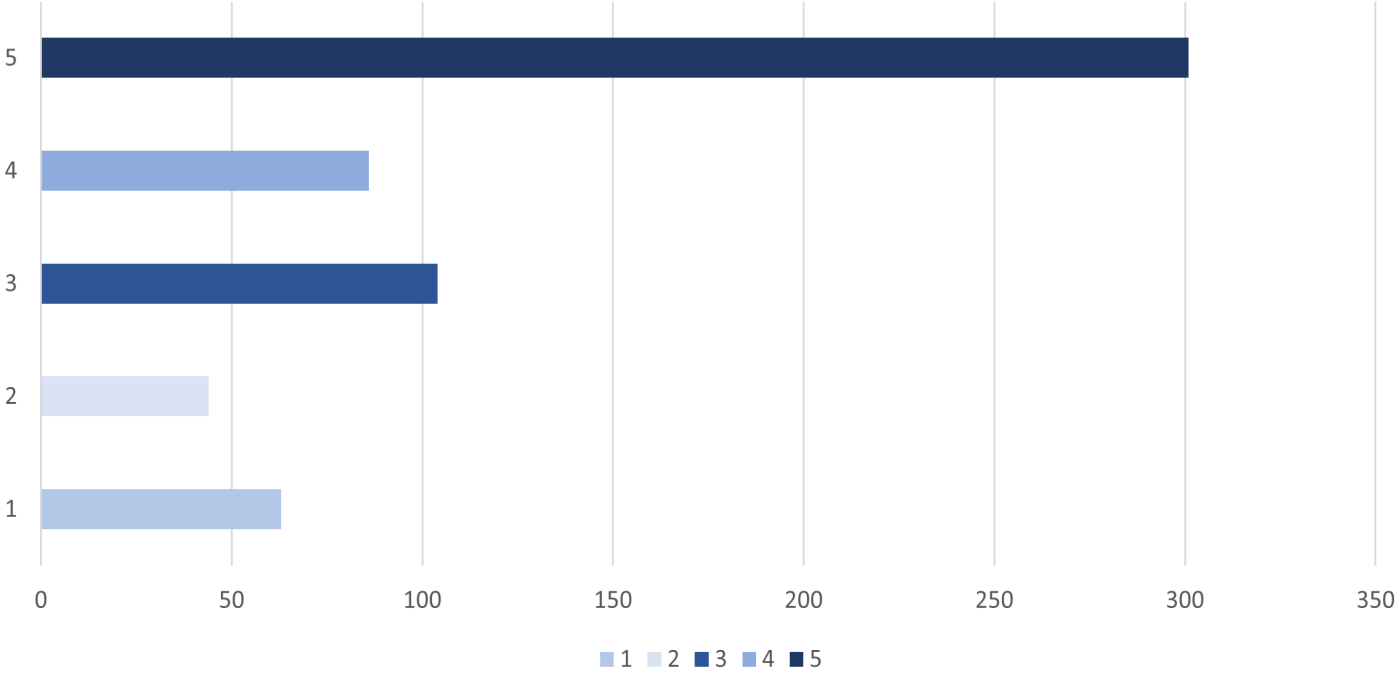
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Disc golf course**



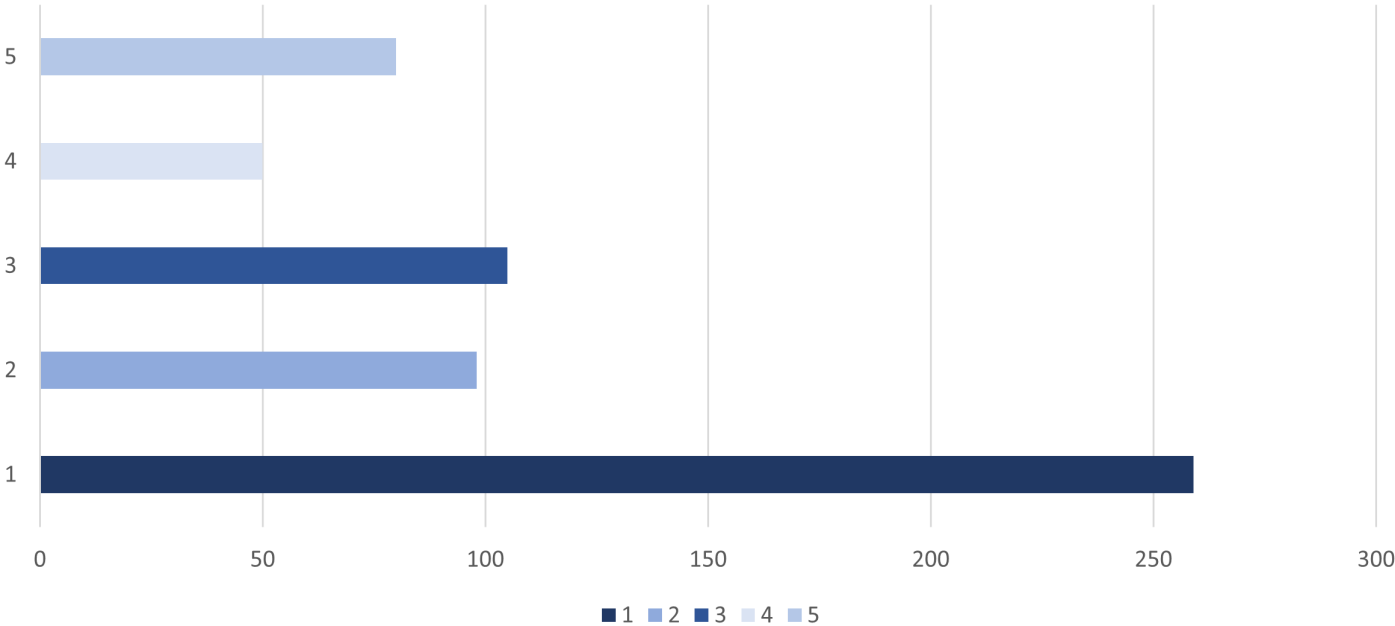
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Splashpads/Spraygrounds**



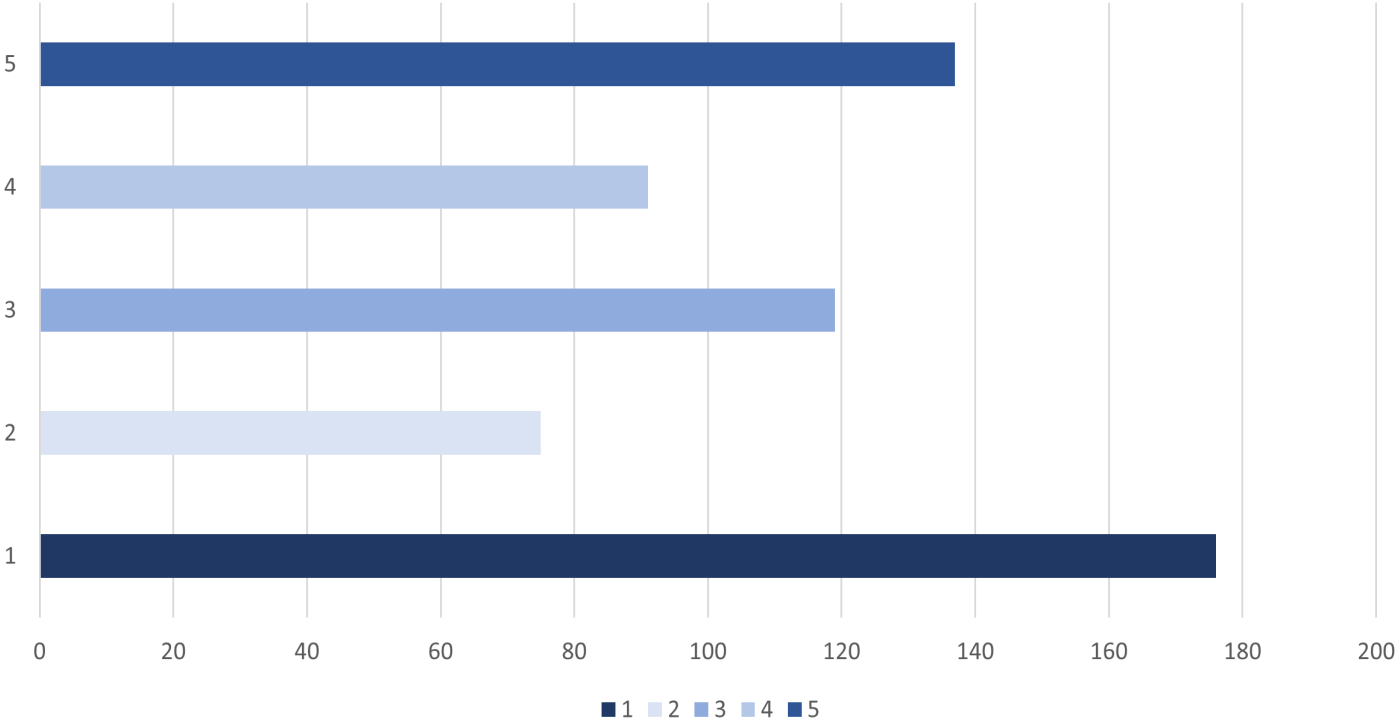
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Baseball fields**



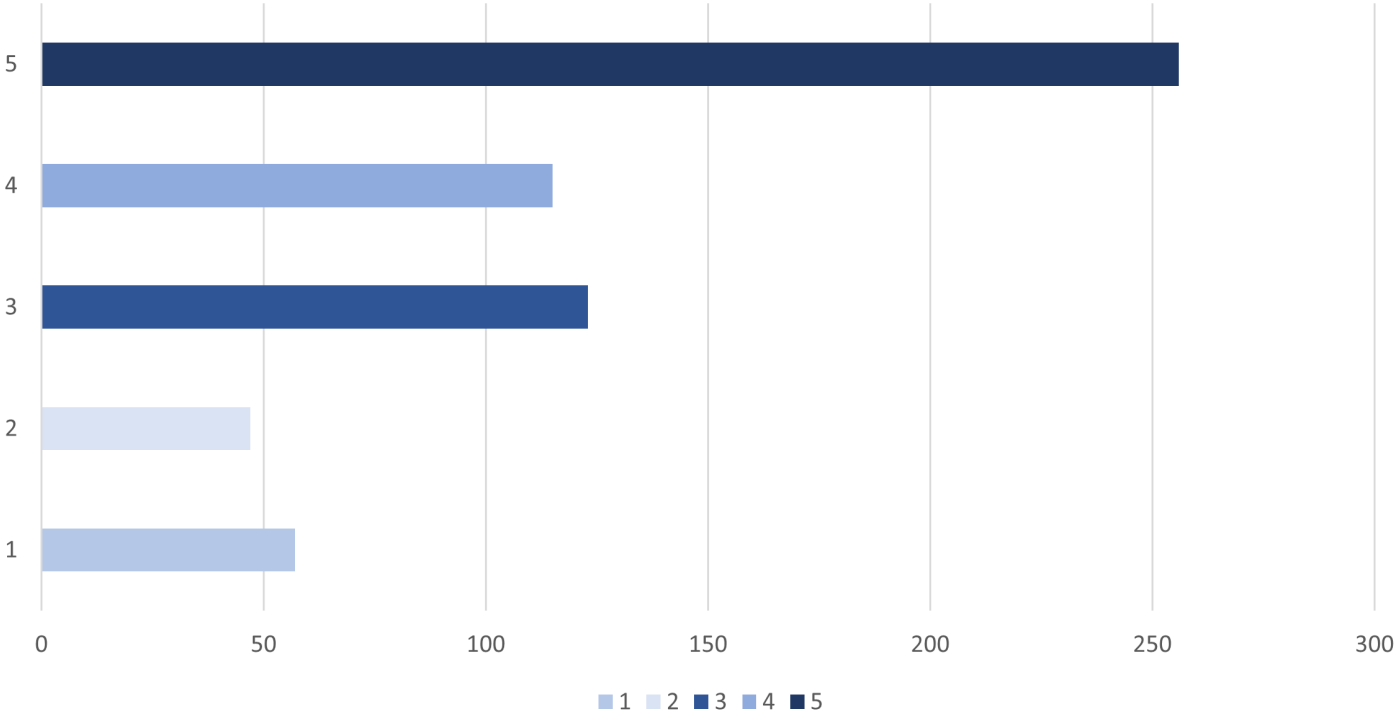
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **River access**



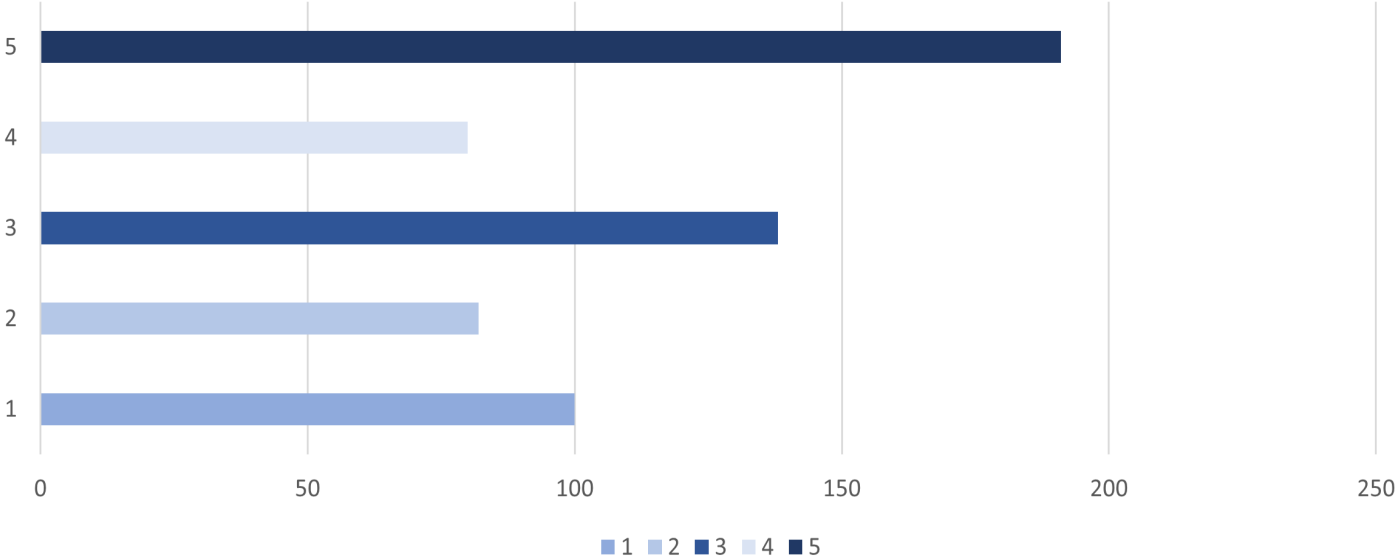
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Paved multi-use trails**



Appendix A Survey Results Graphics

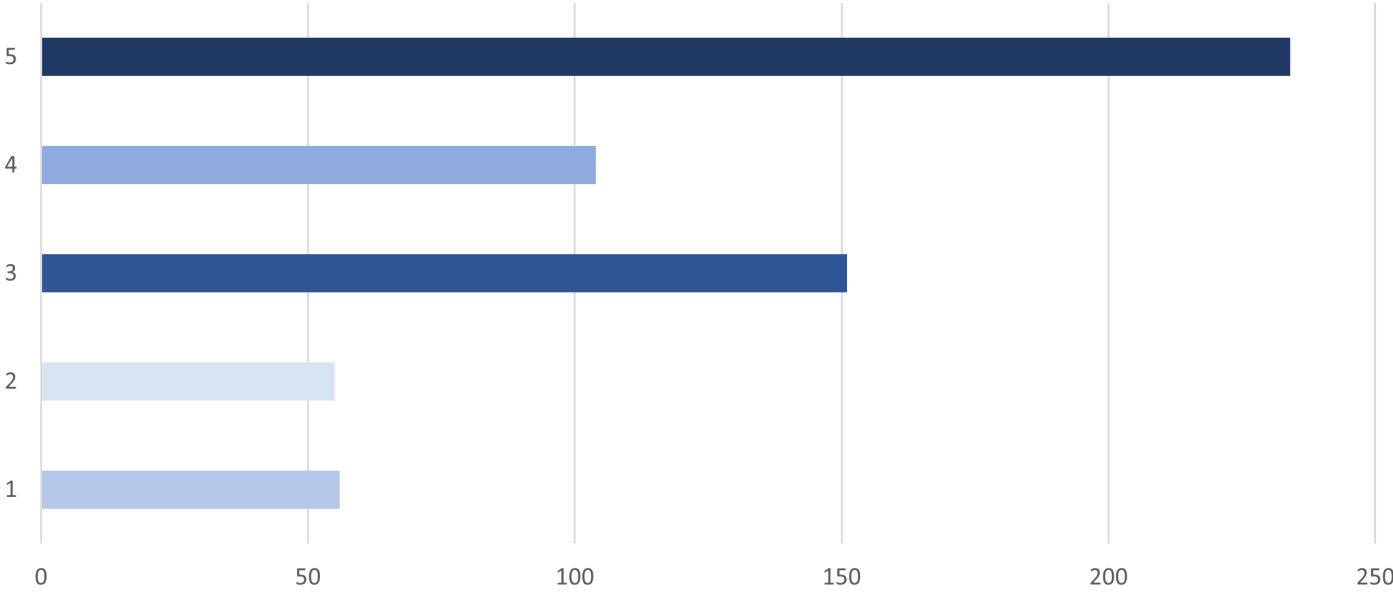
4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Soccer fields**



Appendix A

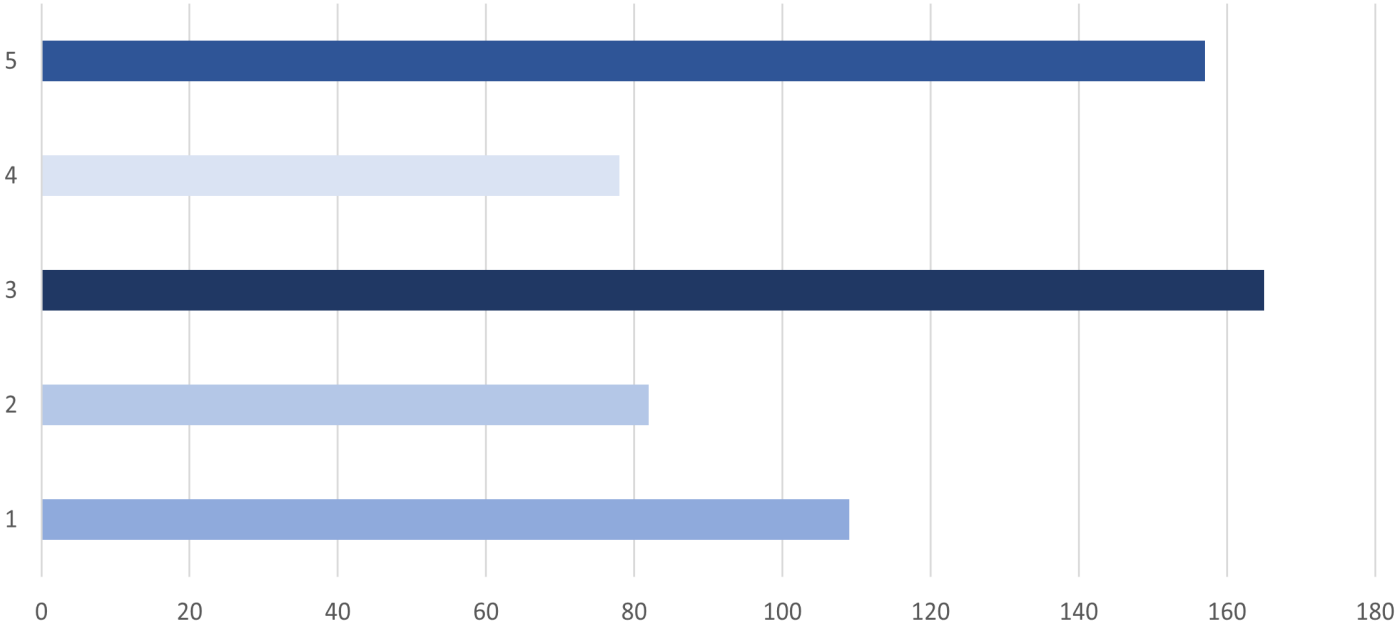
Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Playgrounds**



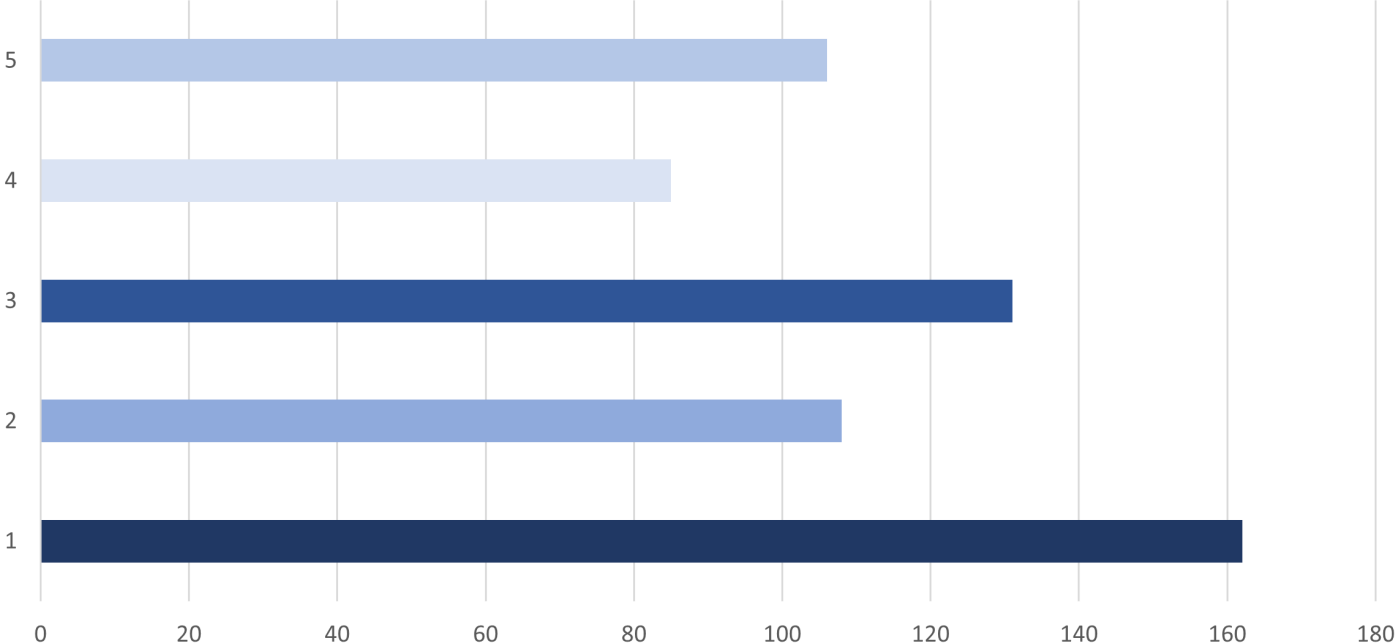
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Indoor facilities/gyms**



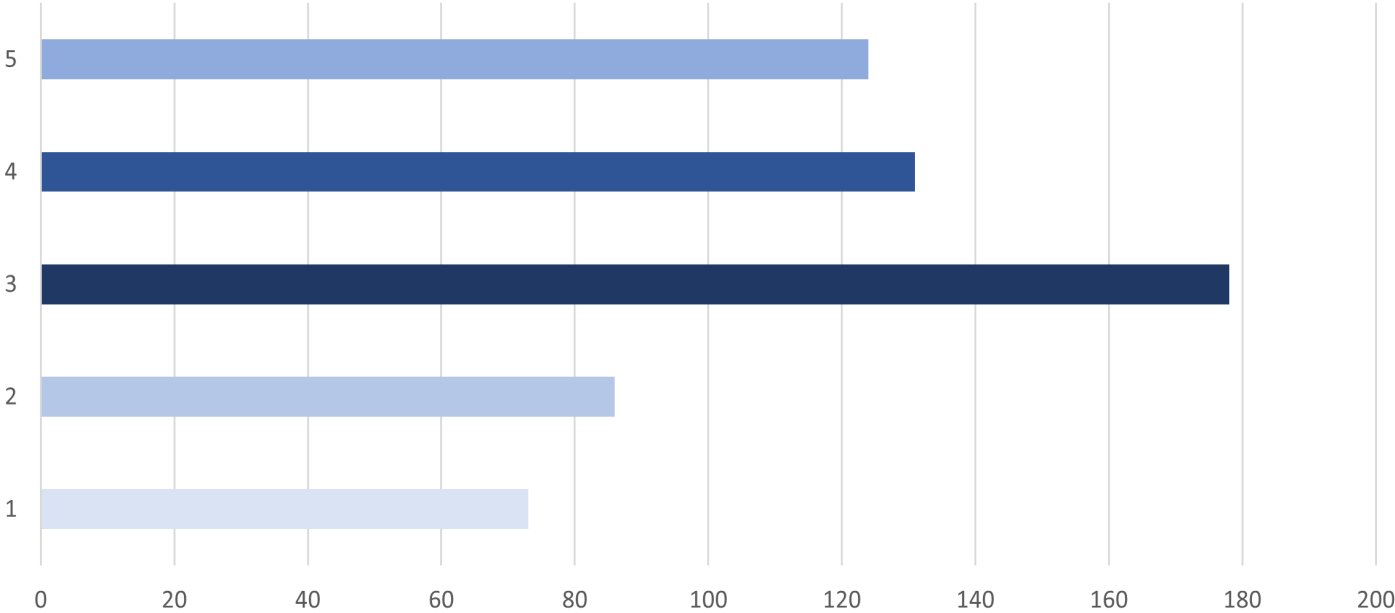
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Unpaved bike trails**



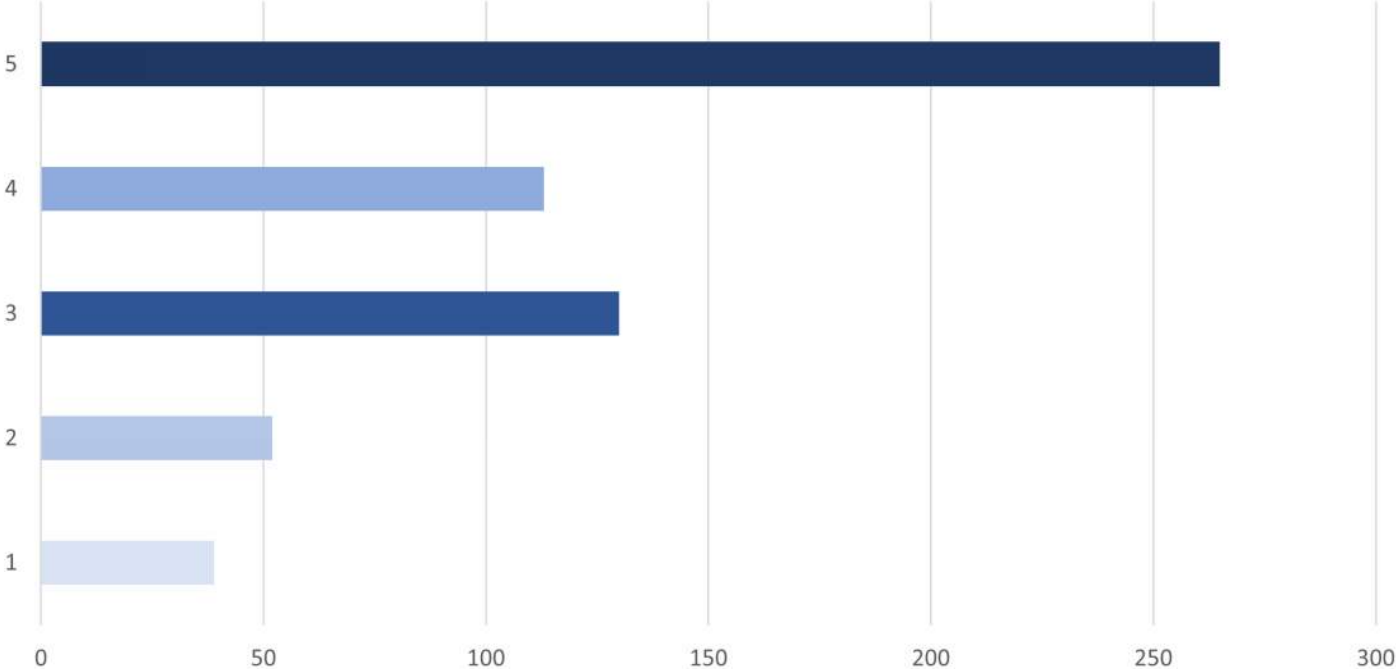
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Pavilions**



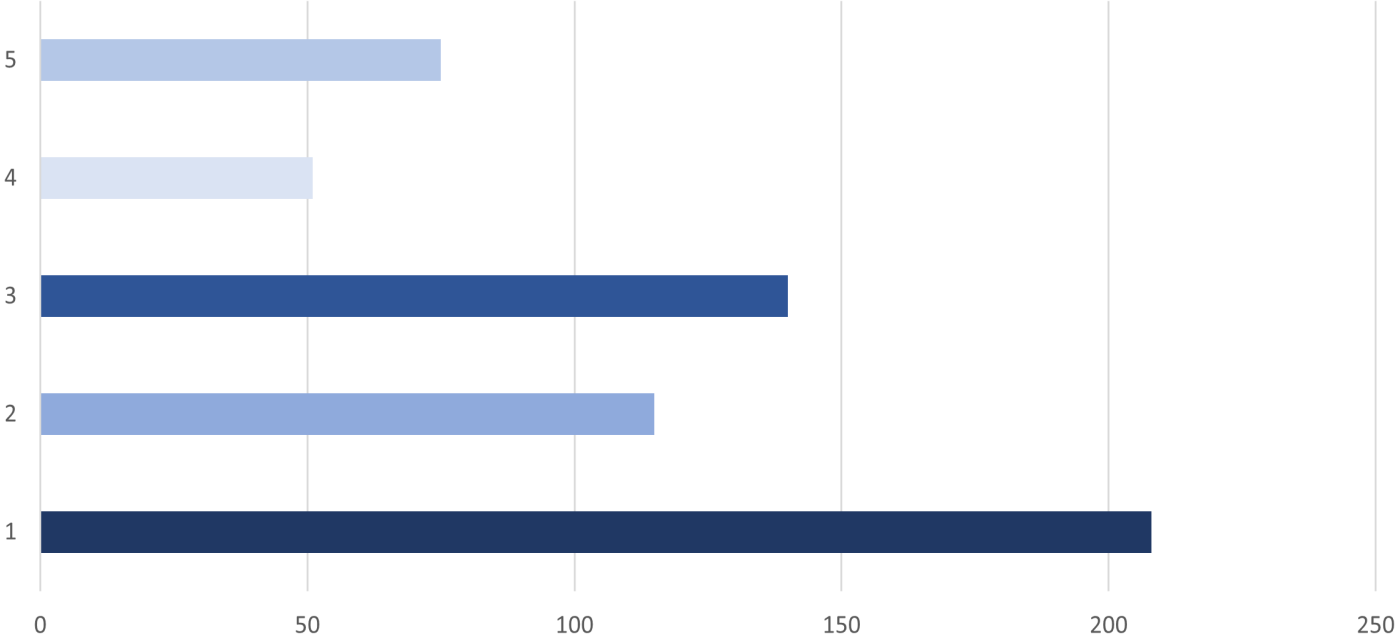
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Restrooms**



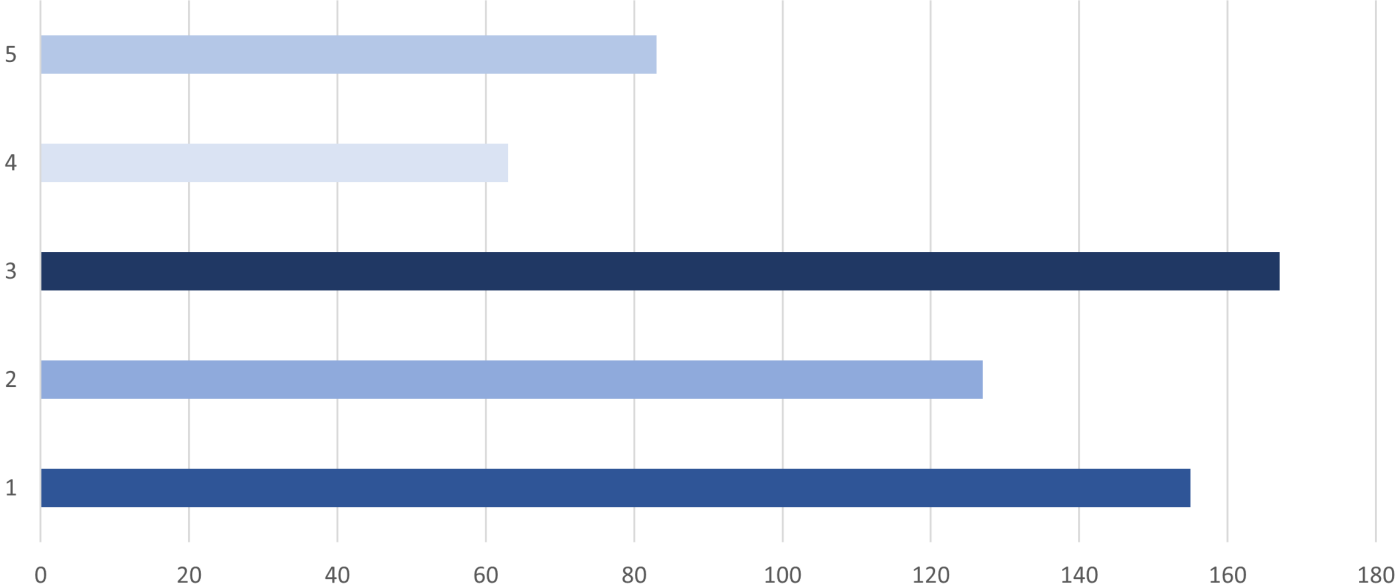
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Football fields**



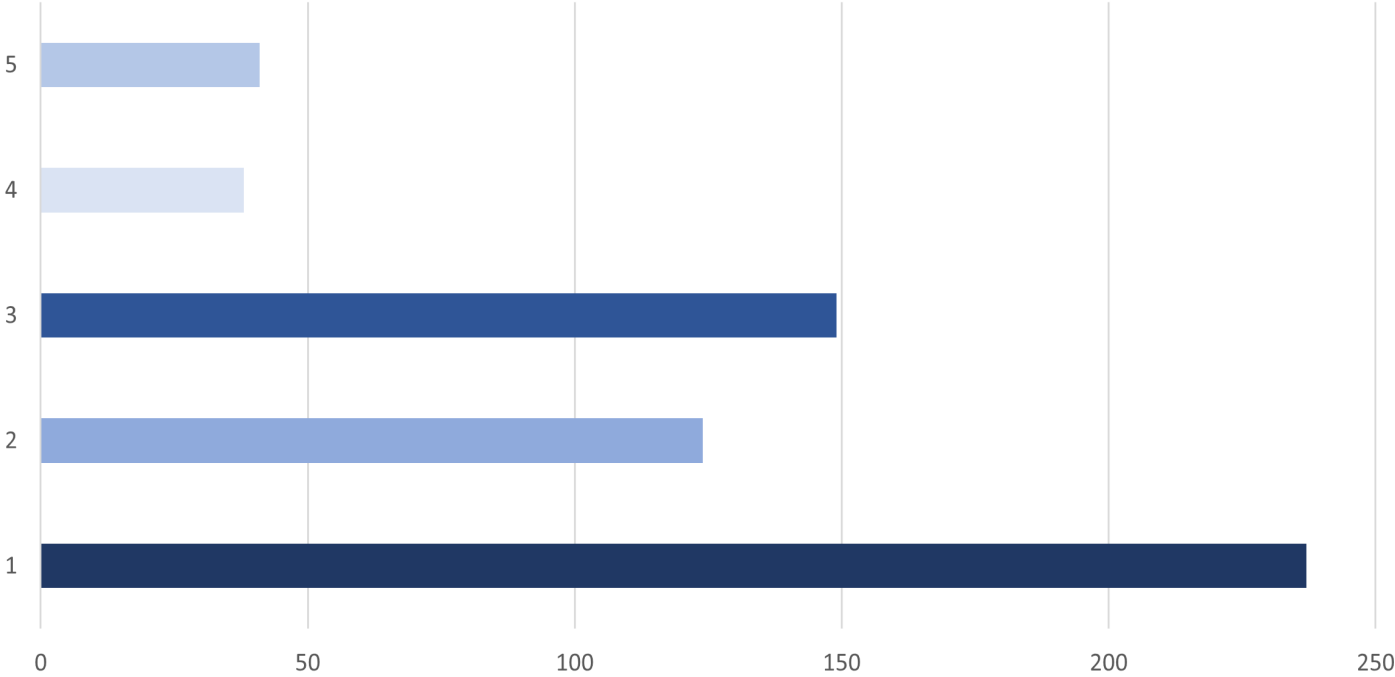
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Basketball courts**



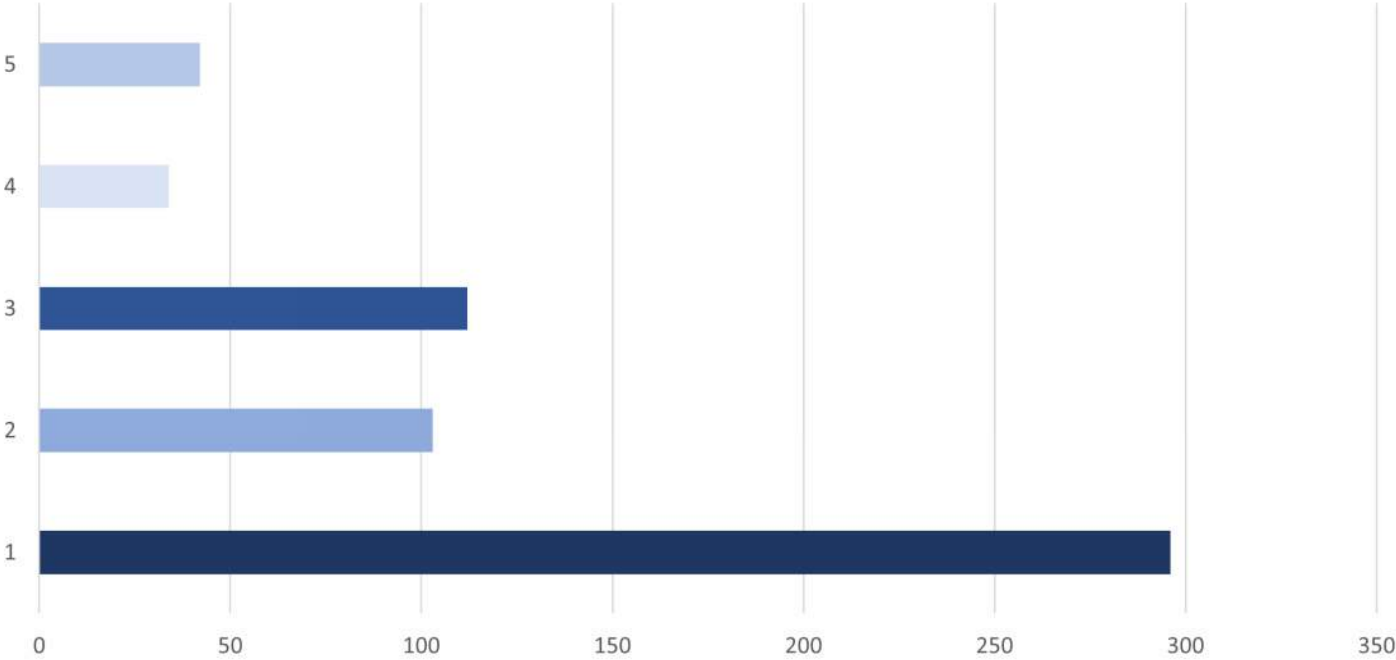
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Lacrosse fields**



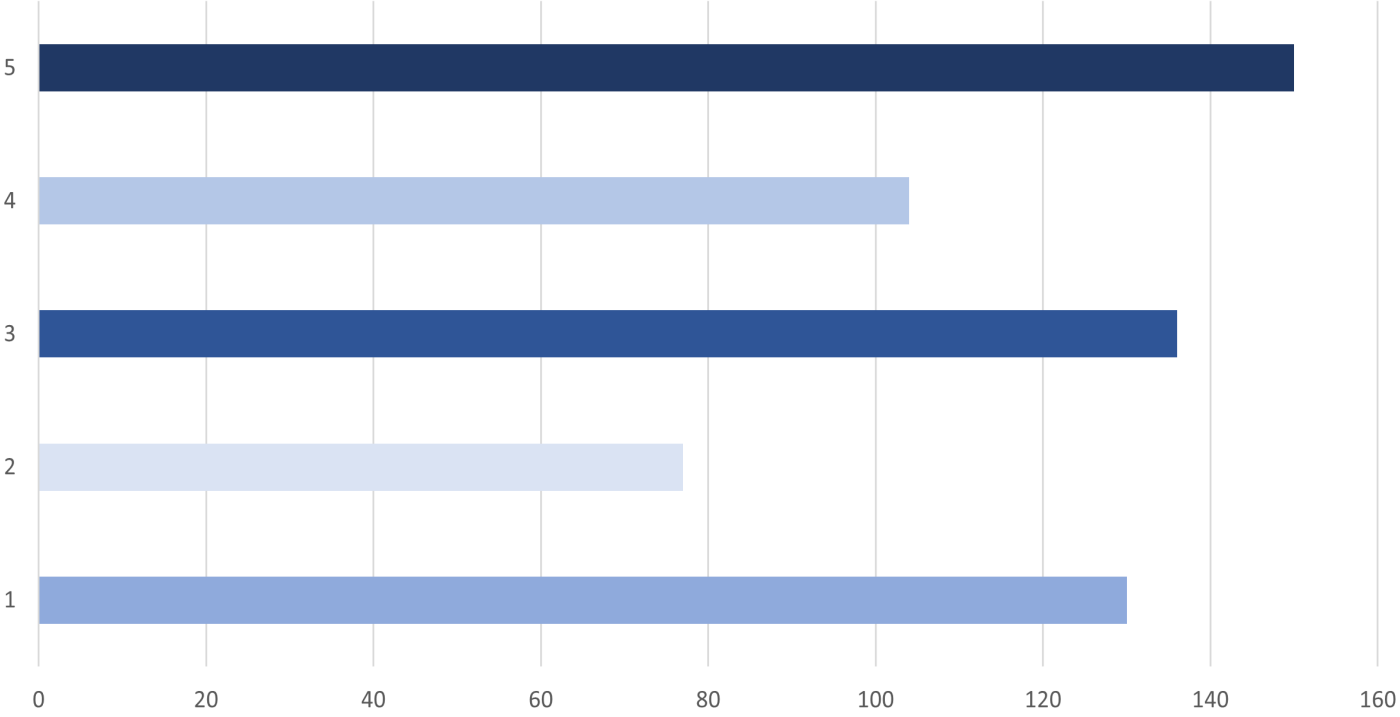
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Pickleball**



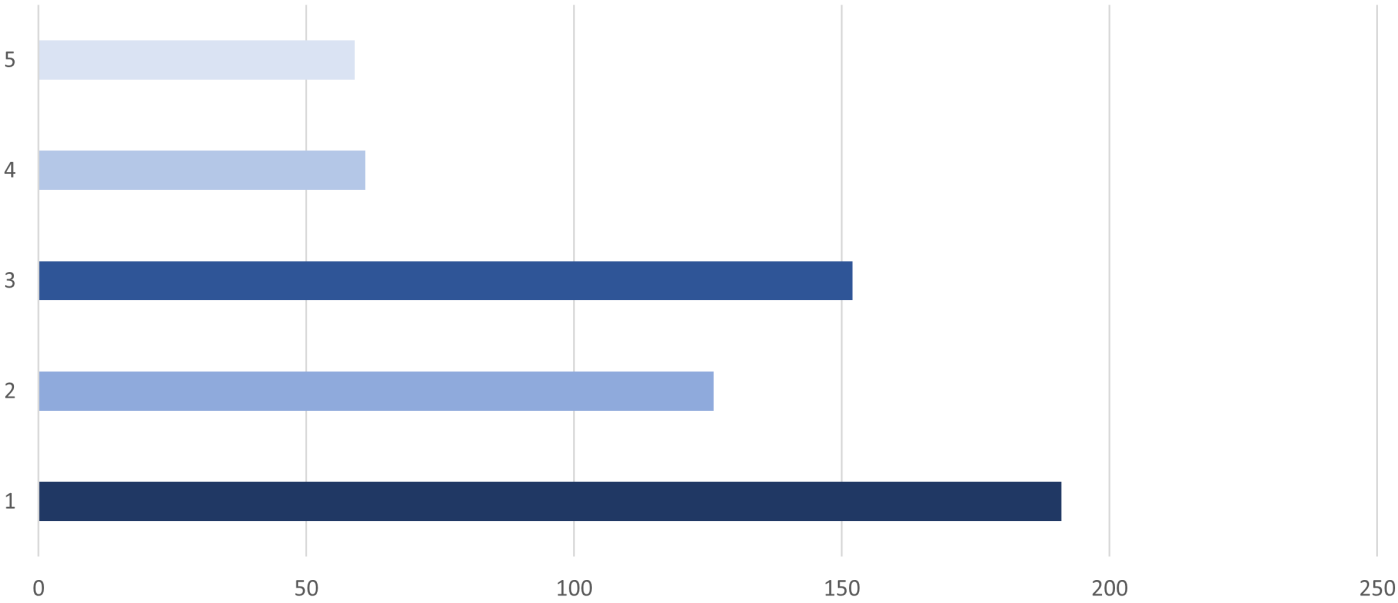
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Unpaved walking trails**



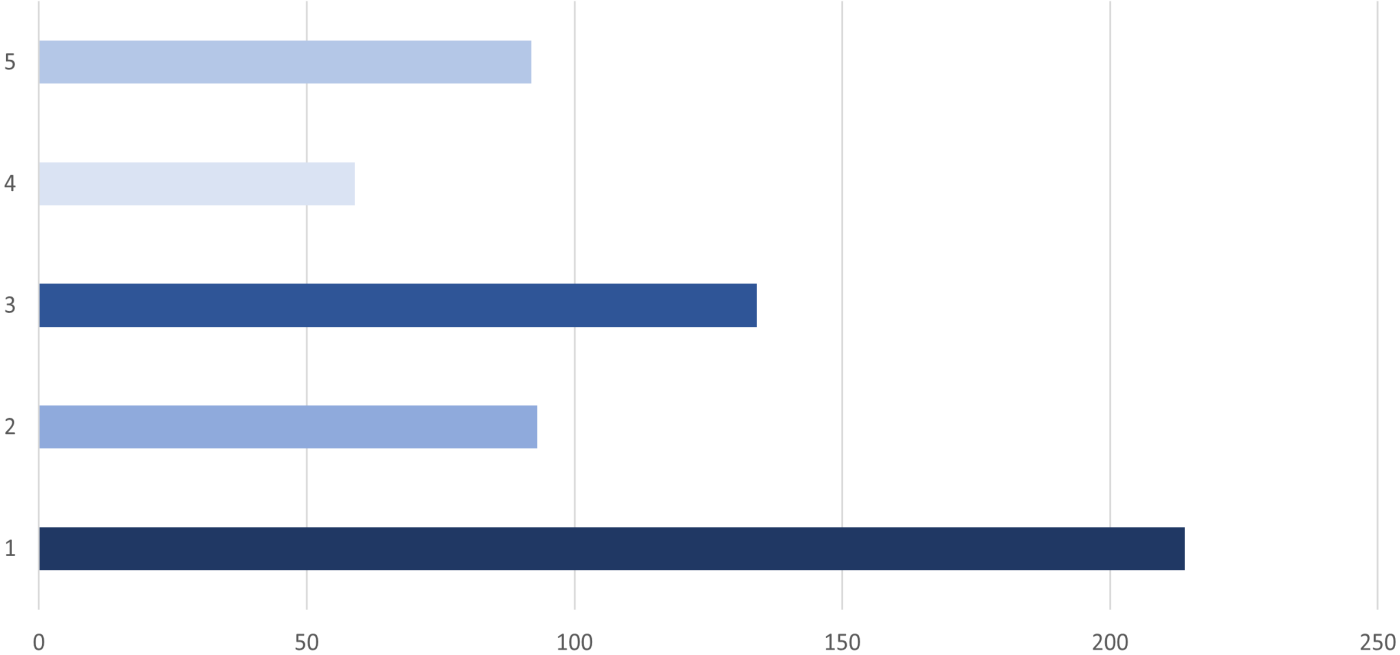
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Tennis courts**



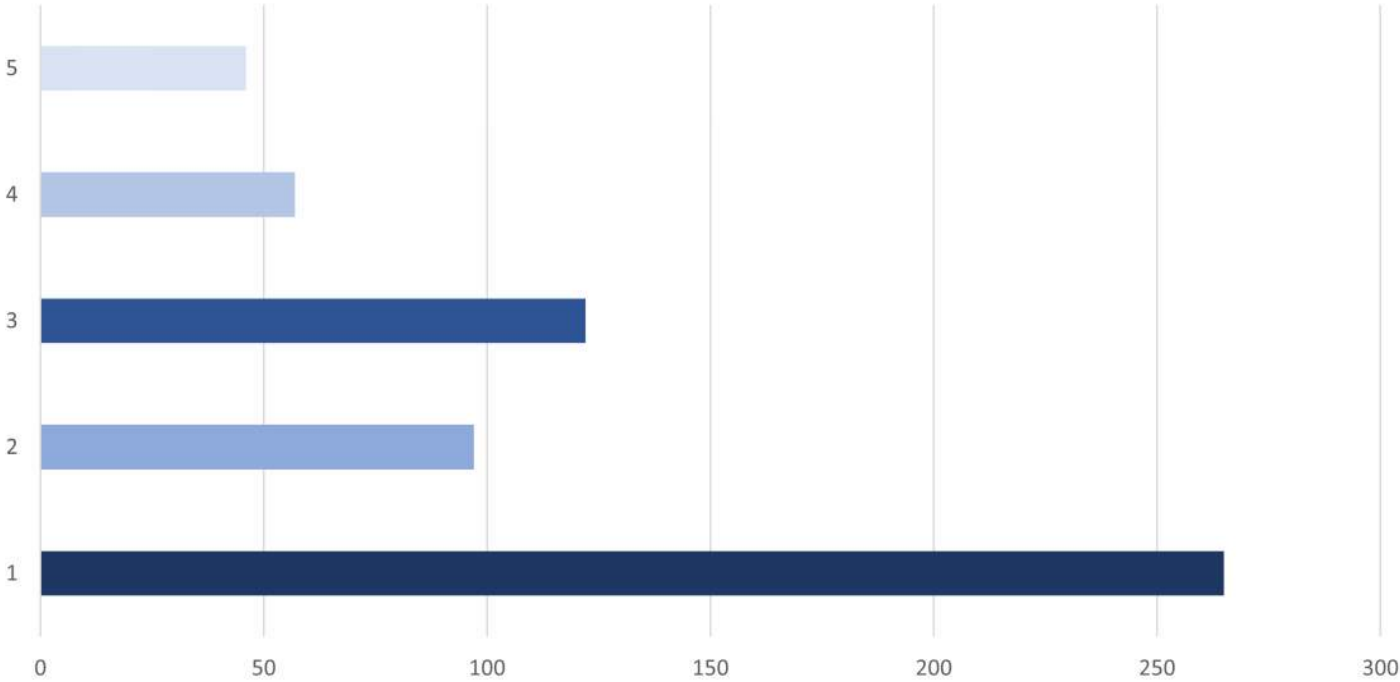
Appendix A Survey Results Graphics

4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Skate park**



Appendix A Survey Results Graphics

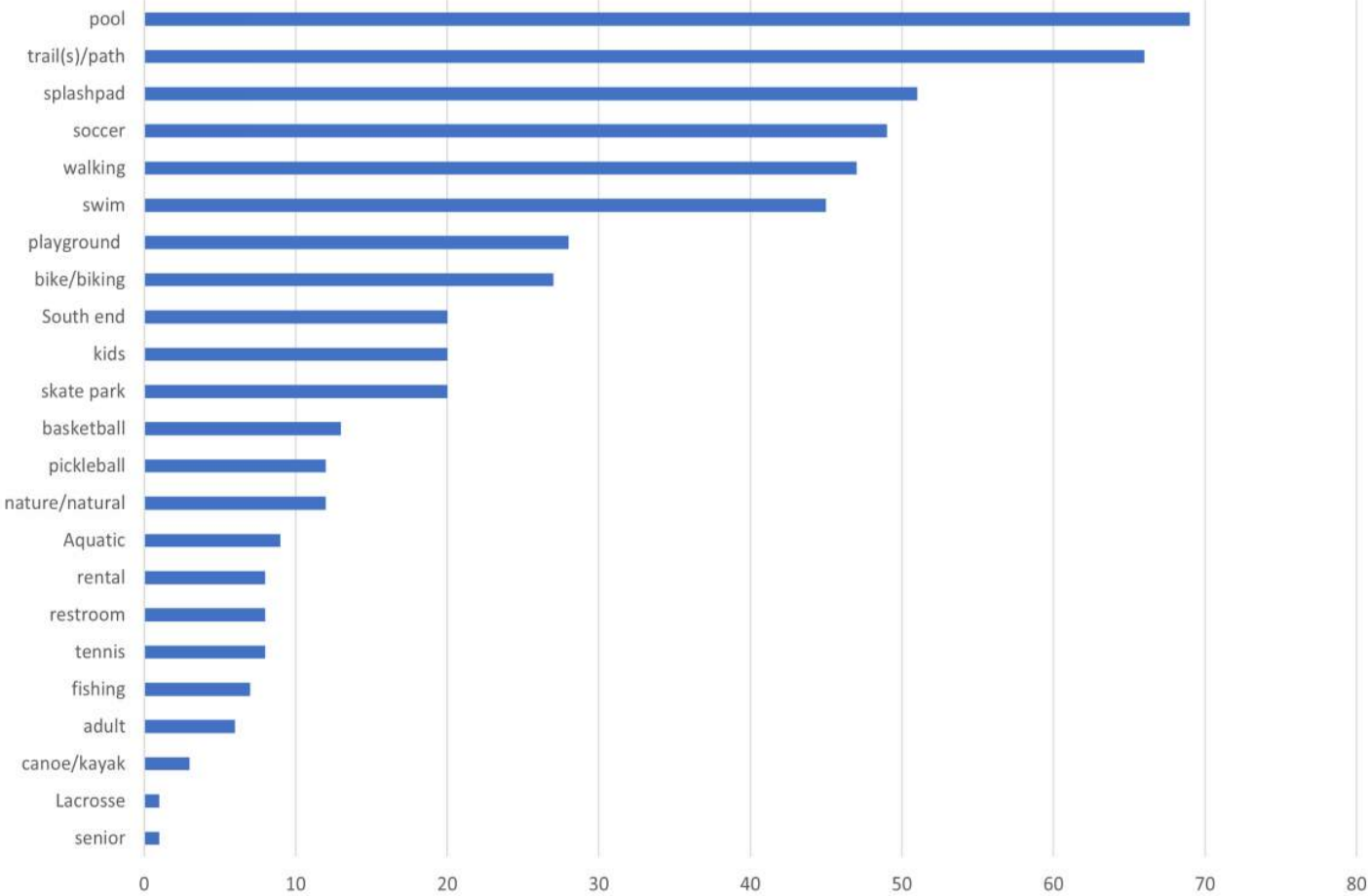
4. On a scale of 1 to 5, with 1 being the least needed and 5 being the most needed, please tell us how needed the following recreation facilities are to you: **Art installations**



Appendix A

Survey Results Graphics

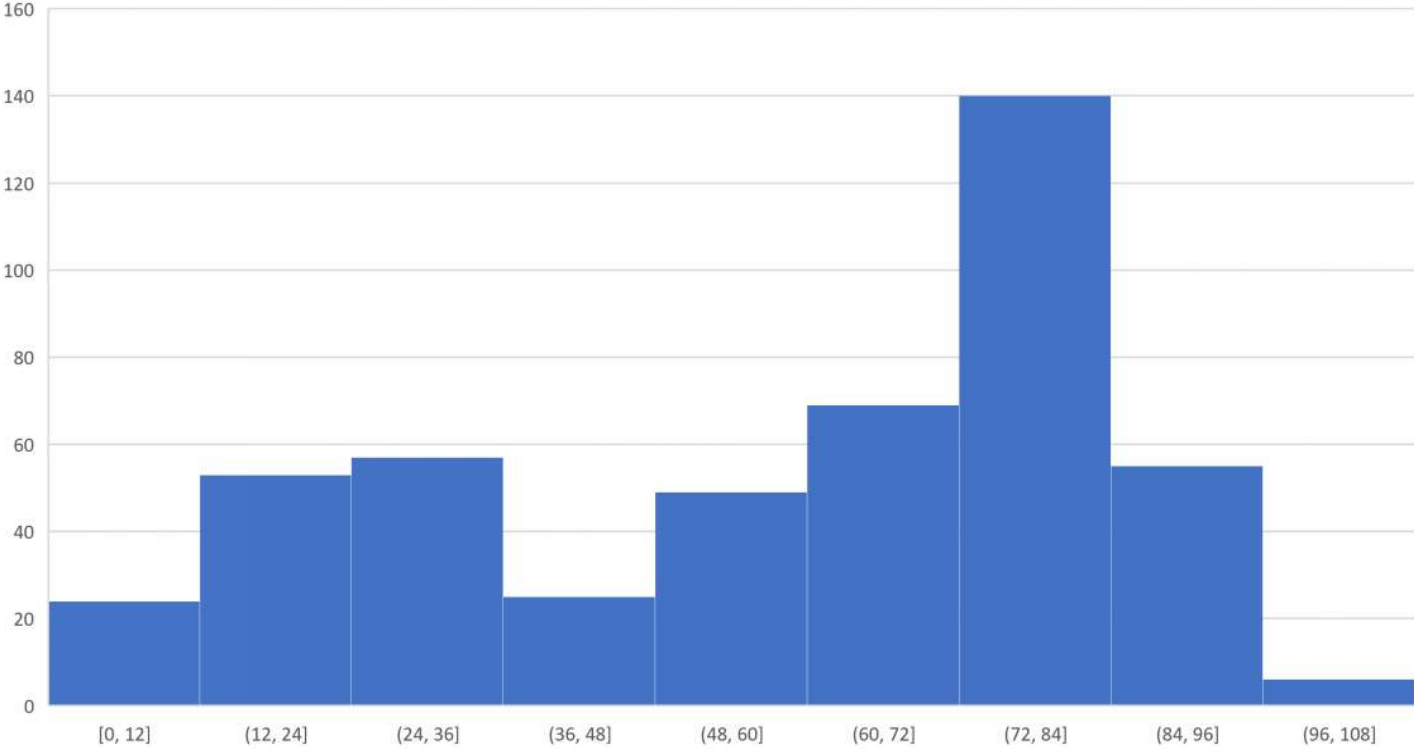
Most mentioned terms for 5. What facilities do you wish Effingham County Recreation and Parks offered or provided that are missing today?



Appendix A

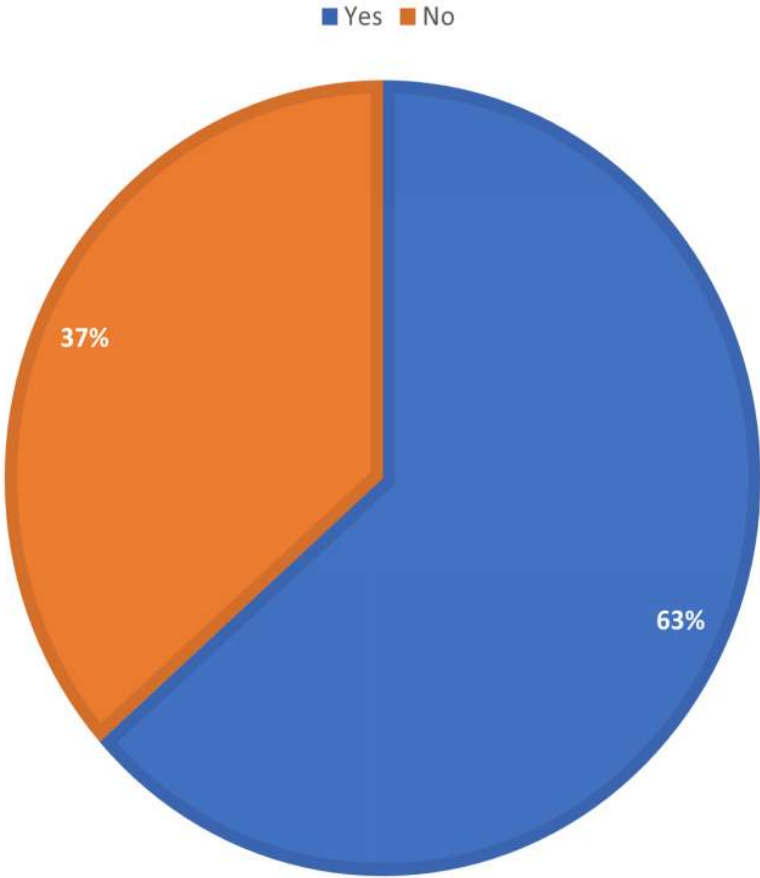
Survey Results Graphics

6. Please use the slider below to rate your overall satisfaction with Effingham County Park facilities.



Appendix A
Survey Results Graphics

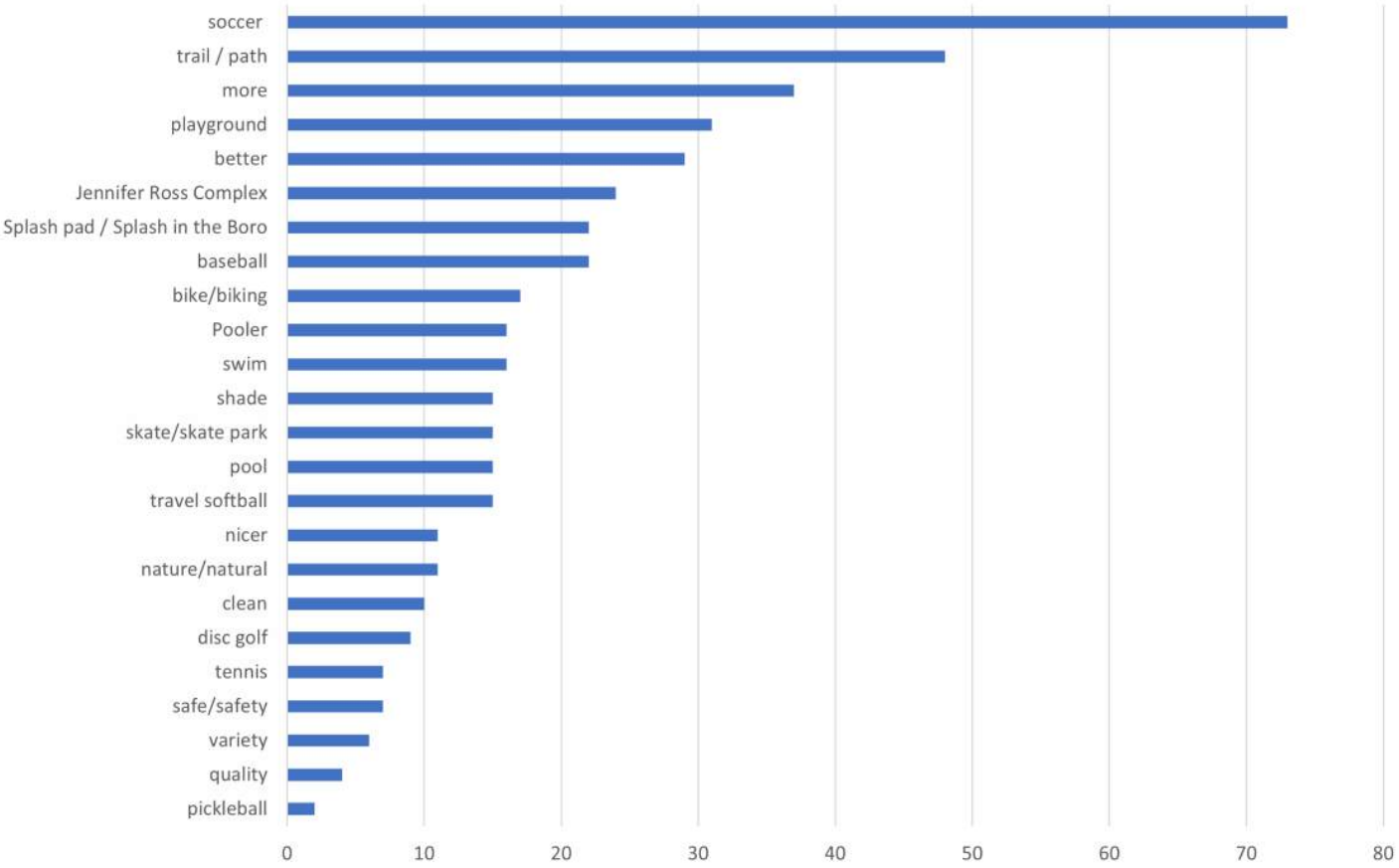
7. DO YOU REGULARLY VISIT PARKS AND RECREATION FACILITIES OUTSIDE OF EFFINGHAM COUNTY?



Appendix A

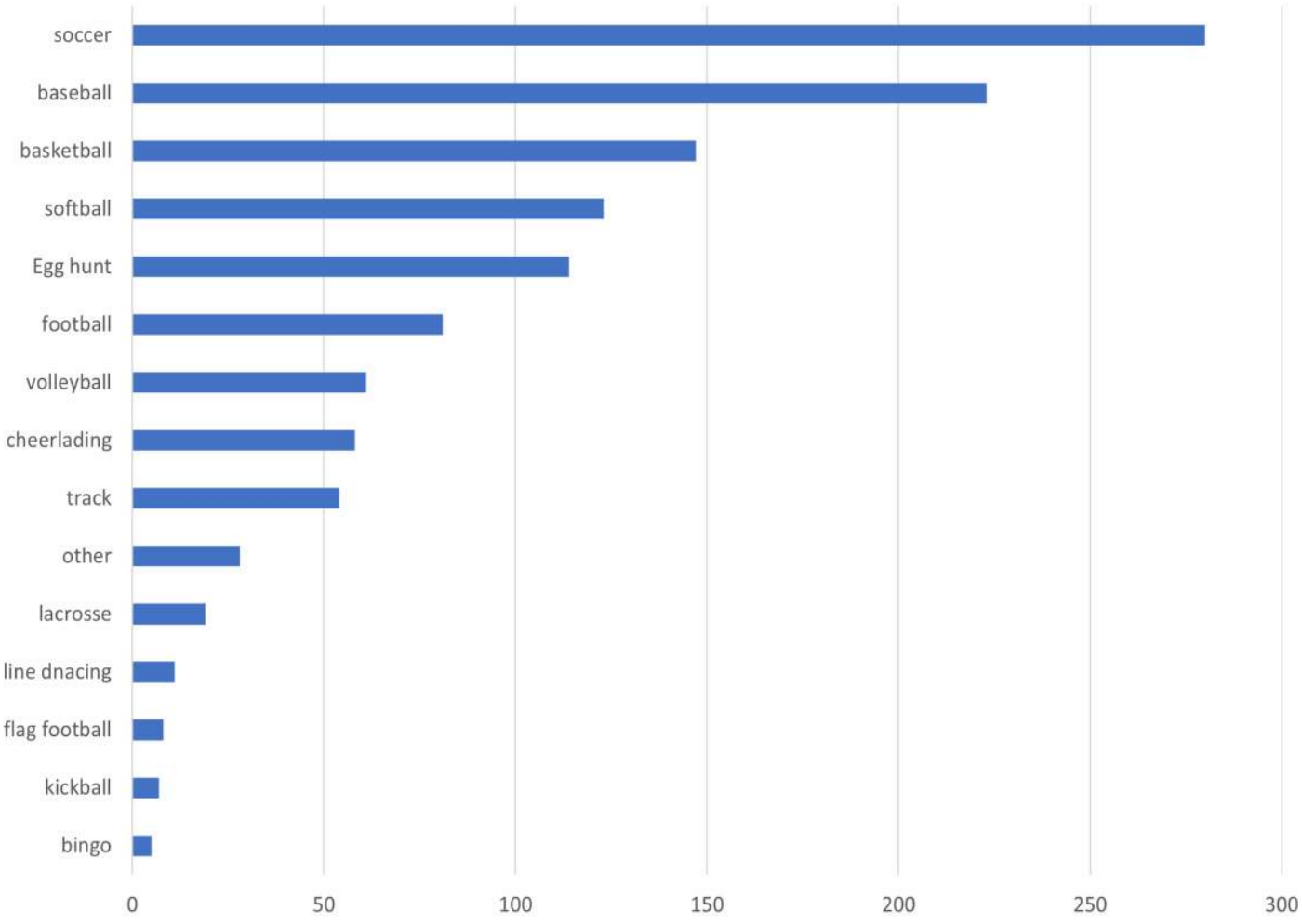
Survey Results Graphics

Number of mentions for Q7B - If you regularly visit parks outside of Effingham County, please share why?



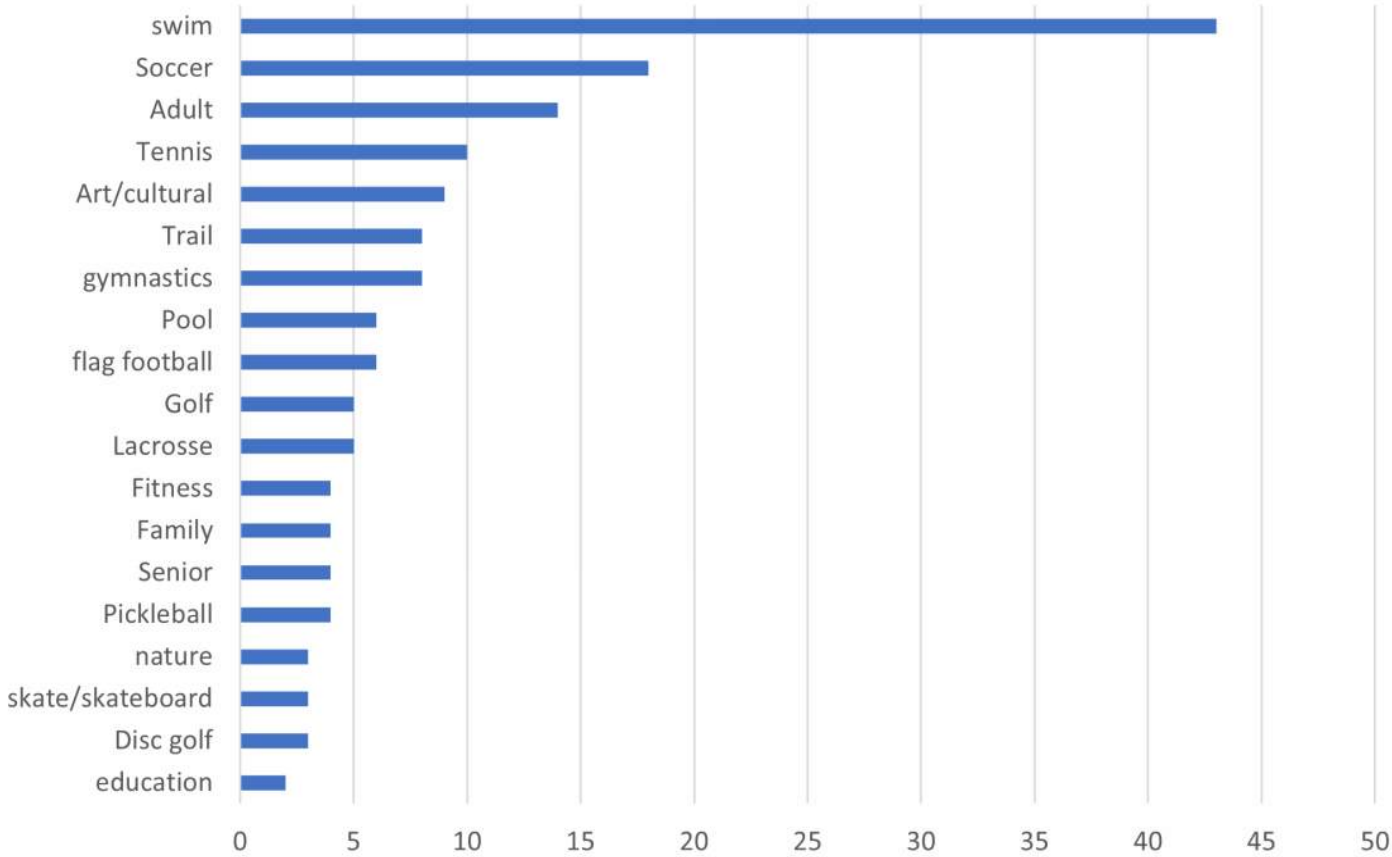
Appendix A Survey Results Graphics

8. Which of the following Effingham County Recreation programs, leagues, or camps have you participated in during the last five years?



Appendix A Survey Results Graphics

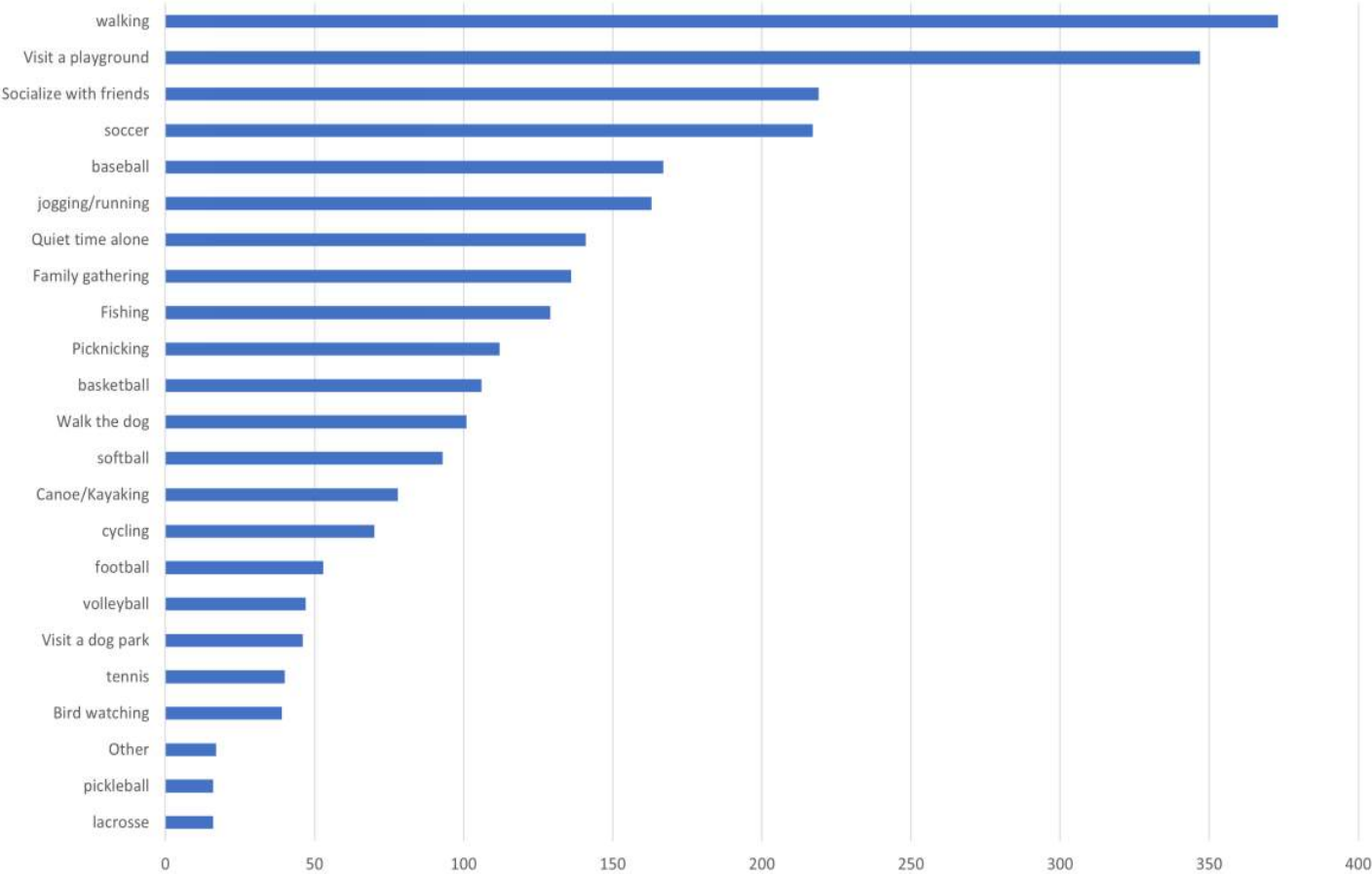
Number of mentions for Q9. What other programs do you wish Effingham County Recreation and Parks offered?



Appendix A

Survey Results Graphics

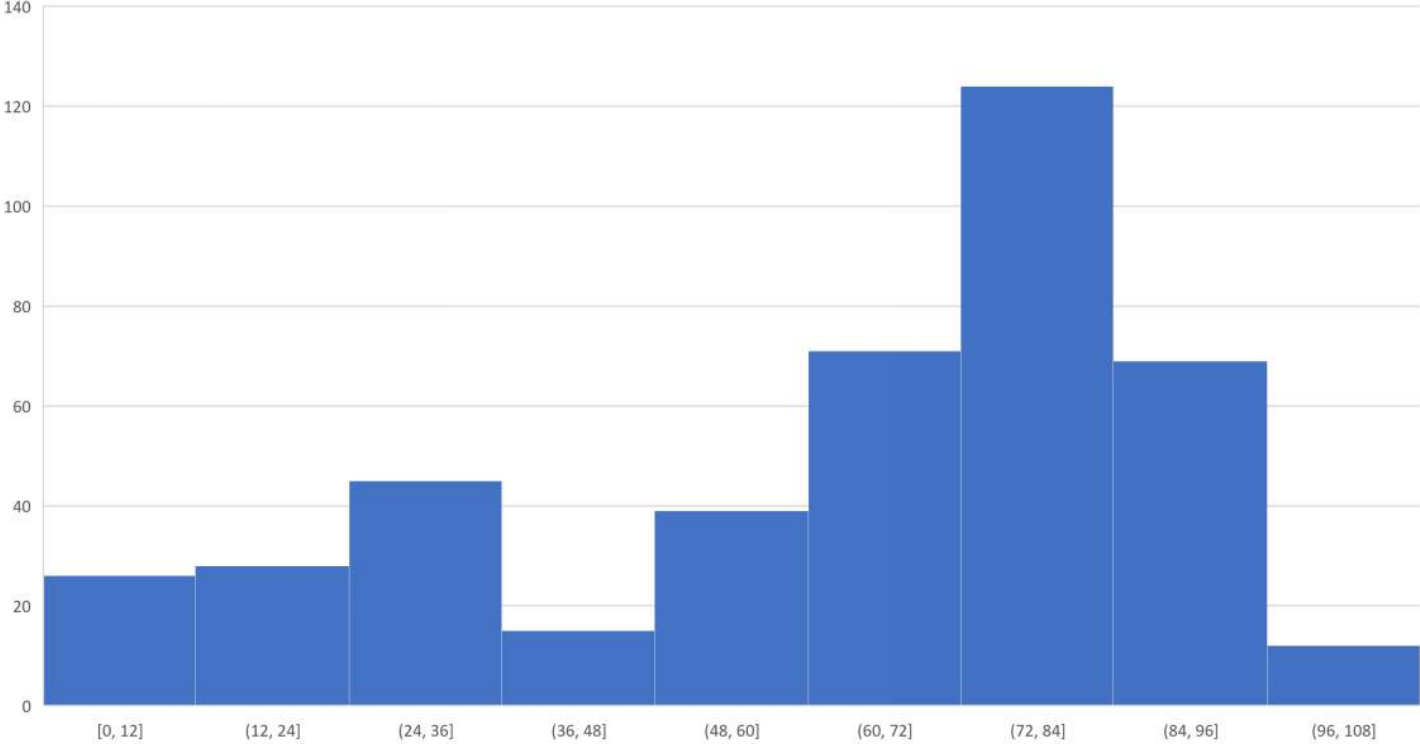
10. Which of the following activities have you participated in at an Effingham County park in the last year?



Appendix A

Survey Results Graphics

Please use the slider below to rate your overall satisfaction with Effingham County Recreation Programs



Appendix B

Effingham County Parks and Rec Master Plan Update Social Pinpoint Mapping comments

General comments

1. This dot is for the entire map, since dots cannot be placed in the appropriate areas now without examining numerous factors. Dots are needed throughout the county for acquisition of areas to make greenspace, that are connected by greenspace corridors. These should include rivers and creeks, woods, native ecosystems and a mix of environments. They should be in areas experiencing urban and suburban growth as well as other areas and have no to limited development (trails, green parking).
2. At this location everyone needs to be included. Children and adults from 0-150 years old, to include ADA compliance for all disabilities. Using green and organic practices and conservation of the natural fauna when developing the site. Here we should also have cool shaded areas with native plants and other foliage. A walking space and therapeutic gardens. (this particular comment was cut and pasted all over the Social Pinpoint map and will not be repeated in these notes for every instance on the map)
3. Noted on the Savannah River "Some type of safe river access for kayakers."
4. put in a local skatepark! Our kids need recreational spots in the county where they can get out and have fun and get some exercise while at it. Today we are raising indoor kids who sit on their iPads and melt their brains with technology! They need more places to go outside!
5. If you put a skatepark, please make it a true park. Surround the concrete with a large area of greenspace, native plants, trees, and walking trails.
6. The parks we do have, other than Clarence Morgan are not kept up. The playgrounds Are old and the walking areas around bakers pond need a lot of improvement. We need to put money into better play areas and trails. Also, a splash pad would be nice and just more parks in general.
7. Biking trail that allows access to subdivisions & shopping plazas
8. Need a much larger community pool for over 500 houses and more being built. Poor approval from county with this many houses being approved.
9. Could definitely use more designated greenspace in this area. (BlueJay Rd at Hodgeville Rd)
10. This county, based on its size, doesn't have enough recreational areas. More focus is put on Industrial zoning than the well-being of our residence.
11. The fastest growing area in the County needs things down here for residents to do outdoor things at. Common area greenspaces, large pond/lakes for fishing or sailing, ballfields, walking trails, paved trails, bike trails, etc need to be constructed down here. Instead of the County rubber stamping Industrial, how about something we can actually use instead of going to neighboring Counties to use. (noted in the southern most portions of the county)
12. Parks with playgrounds for kids to play and ride bikes, walking trails. We just moved here from NC and there is basically nothing here compared to there.
13. With the influx of people and new housing and apartment developments in this area around hwy 17 and hwy 30, this area will definitely need more retail/groceries stores and a nice public park and pond with walking trails.
14. We need something in the southern tip of the county. I would love yo see greenspace, walking trails, picnic areas, playground, etc. Shady would be great!



Appendix B

Effingham County Parks and Rec Master Plan Update Social Pinpoint Mapping comments

General comments

15. If you expand rec facilities throughout the county, please do it in an environmentally friendly fashion so that it not only helps the environment, but serves people better, too. (le-tree-shaded parking lots, stadium lights that don't stay on when no one is using the facility, greenspace throughout the areas with nature trails and native ecosystems rather than barren green fields surrounded by hot parking lots.

16. Outdoor volleyball nets would be nice for the kids who sign up each year to have the option of being able to practice somewhere on off season

17. Remember when developing new spaces to include all people. This includes people with all disabilities. Please use green structural materials and organic pesticides and fertilizers when developing the site. Create a quiet space for people to practice mindfulness therapy. Develop a walk through meadow garden. And cool spaces for people to cool off. Use conservation strategies and save as many native plants in the area when developing the land as possible.

18. Ulmer Pak has been great for teams to use for practice for years, not to mention that it honors the legacy of Mr. George Upmer.

19. Why not surround all the recreation facilities in the county with true parks - natural areas that contain low maintenance native plants, greenspaces, trees and trails? Would cost much less in maintenance than "facility-based" recreation areas and would be good for people who currently use the recreation areas as well while attracting people who don't play soccer or tennis or football. Oh, yeah, and also good for the environment!



Appendix B

Effingham County Parks and Rec Master Plan Update Social Pinpoint Mapping comments

Tuckasee King Landing = 0

Tommy Long Landing = 0

Long Bridge Landing = 0

Abercorn Landing = 0

Steel Bridge Landing = 0

Meldrim Park = 0

Meldrim Ball field = 0

Clyo Community center/Park = 1

1. Need more awareness that this park is up here.

McCall Park = 1

1. This would be an ideal place to add more soccer fields, so our kids do not have to travel all the way to Savannah's Jennifer Ross complex. This sport is really taking off and the number of players is exploding.

119 Rec Complex = 2

1. Hopefully you are using organic practices when spraying insecticides, and fertilizers. This will ensure a healthier outcome for our athletes and families. perhaps use the football teams to help get it in order and give each student credits for their labor. (Sweat equity)

2. Football facilities need upgrading/updated. Not enough care/grounds maintenance is being conducted for the football field. If no new fields are going to be built luke rumor states, this football field needs a drastic renovation conducted. With the talent that has been coming to the county and growing up through the programs, more fields need to be constructed.

Veteran's Park = 4

1. When working on the grounds use organic practices for weed control and fertilizer. This will ensure better to the healing process for staff, patients, visitors and families.

2. This would be a great location for some therapeutic gardens. These gardens would be all inclusive for everyone. Accessibility for wheelchairs, stretchers, walkers, the deaf, the blind and persons with cognitive impairments would provide a restful peaceful place outside of the hospital. These would include some pavilions for families to rest and gather while at the hospital.

3. A pollinator garden would be good for not only environmental health, but a good respite for people's physical, emotional, and mental health.

4. In this location, a therapeutic art area would be nice, with peaceful music.



Appendix B

Effingham County Parks and Rec Master Plan Update Social Pinpoint Mapping comments

Baker Lake = 5

1. Could use some more native trees, flowers, and plants here along the path. Maybe install restroom facilities on the north side of walking path for convenience, it's a long way to the bathrooms when you are trekking around the pond on nature calls. Maybe put up a little cottage for art classes, yoga, and ecology and environmental sciences classes. (Using green building techniques and solar.) This would be a great place for a therapeutic garden.
2. Baker Lake has one of the only decent walking trails in the county, but it is not really suited for birdwatching. Effingham County would benefit from having more wooded or wetland trails (similar to Cay Creek in Liberty County). Multi-use trails could be great for birding, biking, jogging, etc.
3. Could a couple of the courts be converted to pickle ball courts? Just remarking court and adding the net.
4. Would love to be able to walk dogs (on leash) here.
5. Would love to have a resource like this on the South end of the county. There is no recreational areas on or near HWY 30. There are a lot of residents on HWY 30 and nowhere safe to walk. I see numerous people walking HWY 30, which is very dangerous.

Pineora Park = 6

1. When doing repairs please consider green techniques and when maintaining the fields organic best practices should be exercised. Could utilize cub scouts, boy scouts, girl scouts and other clubs and even Lowes to get things done.
2. Fields need to be maintained. Clay on the diamonds and holes in outfield repaired. Restroom facilities need repair and lighting system properly fixed, locks cut on power boxes.
3. The bench at the Pineora playground is rusting terribly. It's in an area that can easily cut or injure someone, and if it can't be replaced it need to be removed in the very least.
4. A splash pad or similar attraction would be really nice to have in the summertime! Doesn't require supervision from Lifeguards but it would be a great addition to the county for keeping kids active even in the hot summer months.
5. Why not add nature trails, natural native plant and animal greenspaces? Would be great for everyone and educational for scouts, students, and adults.
6. Adding new walking/biking trails



Appendix B

Effingham County Parks and Rec Master Plan Update Social Pinpoint Mapping comments

Sandhill Park = 9

1. The parking lot at the Sand Hill Complex is terrible and is 10x worse when it rains. Please consider repairing the lot.
2. A rain garden, with sensory gardens and native shade trees. Use the rain drainage to water the foliage in and around the gardens. Need to create more native green spaces, with shade.
3. We are in need of a basketball gym on the south end of the county! A playground would be nice too!
4. Soccer facilities need significant improvements to meet increased demand!!! There is never enough room for all the teams and sport continue to grow faster than any other sport in the area. Parking lot area also needs A LOT of work there!
5. The soccer facilities at Sandhill are outdated and in need of upgrading. This sport has grown tremendously and continues to grow year after year. Our kids have to travel all the way to Jennifer Ross in Savannah to play at quality fields.
6. Wouldn't it be nice to return to a cool car after a 95-degree summer practice or game? Clearly the current parking lot has issues according to the comments. Please consider redoing it green by having a parking lot with large shade trees and a pervious surface where rain goes into the ground instead of becoming polluted run-off.
7. A two-court gym like CEM Gym
8. Soccer improvements at Sand Hill are needed.
9. The expansion of soccer facilities in Effingham County and the Sand Hill Complex is desperately needed. The county is not keeping up with the demand and has the SPLOST funds to do so. Major improvements needed for the sport of soccer. Look at the Jennifer Ross Complex in Savannah for ideas.

Clarence E Morgan Complex = 20

1. Contact the conservation dept for guidance and help. Native plant societies can help you decide what plants should be saved. There is always a work around. The mindfulness area can be used for yoga, tai chi and other restful open air art practices.
2. Perfect location for a skatepark or pump track! If you build it, they will come! If you need sponsors, I can get in touch with friends at Vans and other industry based companies.
3. I would like to see an indoor pool. There are a lot of residents in Effingham County and surrounding areas that have swimmers, but they can only participate in the summer. The closest pools are in Statesboro, Savannah, and Blufton.
4. The county is overloaded with soccer players without places to play. Every year soccer is played in baseball outfields. Unacceptable for a county this size. Soccer facilities in surrounding areas put Effingham to shame.
5. Where are the "Phase 2" multi-purpose soccer/football fields? I'm still holding my breath that commissioners will spend the SPLOST funds as they promised years before its passing.
6. How about an indoor or outdoor pickle ball court? It's fast becoming a popular game that anyone can play. Also, would like to see a longer "walking trail" than the short trek around the ball fields.



Appendix B

Effingham County Parks and Rec Master Plan Update Social Pinpoint Mapping comments

7. Currently there are no soccer fields at CEM. The number of soccer fields at this location should match the number of baseball fields. The ability to host soccer tournaments here would bring revenue to the county and its businesses. Effingham is not providing for its soccer players, as was originally promised in a "phase 2 design", but it is also missing out on the ability for the community to capitalize financially.
8. An indoor pool is a must. YMCA 6 weeks swim team is not enough. Lots of Effingham residents are doing the commute to Statesboro, Savannah, and Bluffton to swim all year long with swim teams. Many can't afford all the driving or match the training hours. Not only kids would benefit but water therapy sessions or adult water exercise classes for instance. Build and they will come :-)
9. We have tennis courts at Bakers pond and the YMCA...We could use nice Soccer fields, basketball courts and a community pool. An indoor aquatic center would be super nice and so beneficial for the entire county.
10. Take that same energy, the love for baseball energy, and apply it to new soccer/football fields.
11. Where are the soccer fields shown in the design for phase 2?
12. An Auditorium that can be shared by the schools county-wide. Our children in the arts deserve an actual stage, ample seating for audience and professional sound system to present talent. Working hours on end and performing in a cafeteria with a shotty sound system is disheartening. Allot some money towards the arts, it is much needed.
13. Please!! We need a community pool with lanes to accommodate local swim teams. Chatham is full of school teams and opportunities for young and adult athletes alike. Bryan County is as well. No one likes having to drive to the Aquatic Center 45 minutes away. Plenty of people here to join a community indoor pool. not only will this enhance the physical and mental fitness of our community, it can provide jobs as well. I'd be interested in helping to get this going if needed.
14. A lot of property left undeveloped to just utilize this for baseball and basketball alone. Would like to see multi-purpose fields. Example, football/soccer/lacrosse.
15. And special Olympics training. Therapeutic swimming classes.
16. Our county has a noble reputation in the performing arts sector, and these kids deserve a performing arts facility for their concerts, not a school gym/ lunch room. Not only would this benefit the students, it would benefit the county as a whole by bringing in revenue in many other ways.
17. Volleyball is exploding in the region and county. Some sand courts could provide a fantastic conditioning venue with lower joint stress. Keep it close to water to hose off the sand and hit courts and we could host leagues.
18. Need a community pool
19. Baseball/Basket facilities are top of the line. Parking is better than most if not all other county facilities.
20. Why is this building (CEM gym) locked. It should be open to the public during business hours at least so that our children can get some exercise playing basketball or doing arts and crafts. We could use this space to teach about our environment and the sciences of ecology. Please staff this place.



Staff Report

Subject: Approval of Change Order #1 for the 2023 LMIG Support and CM Services Agreement with Roberts Civil Engineering

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: July 18, 2023

Item Description: Change Order #1 for the 2023 LMIG Support and CM Services Agreement with Roberts Civil Engineering

Summary Recommendation: Staff recommends approval of Change Order #1 for the 2023 LMIG Support and CM Services Agreement with Roberts Civil Engineering

Executive Summary/Background:

- Effingham County currently has an agreement in place with Roberts Civil Engineering for the 2023 LMIG Support and Construction Management Services. Staff requested a proposal from Roberts Civil for the 2024 Support and CM services as well so the construction of both LMIG projects can be bid together.
- Change Order 1 has been requested to add the 2024 LMIG scope to the current agreement for 2023 LMIG.

Alternatives for Commission to Consider

1. Approval of Change Order #1 for the 2023 LMIG Support and CM Services Agreement with Roberts Civil Engineering
2. Deny Change Order #1

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Purchasing

Funding Source: LMIG

Attachments: Change Order 1 Request

Change Order # 1

Project: 2023 LMIG Support and CM Services

Contract Date: December 15, 2021

Change Order Effective Date: July 18, 2023

Change Order Issued to: Roberts Civil Engineering
301 Sea Island Rd., Suite 10
St. Simons Island, GA. 31522

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Addition of 2024 LMIG Engineering/CM	\$102,553.00	\$102,553.00
	TOTAL	\$102,553.00	\$102,553.00

The original Contract Sum was.....\$ 79,653.00
 Net change by previously authorized Change Orders.....\$ 0
 The Contract Sum prior to this Change Order was.....\$ 79,653.00
 The Contract Sum will be increased by this Change Order.....\$ 102,553.00
 The new Contract Sum including this Change Order will be.....**\$ 182,206.00**

Owner
 Effingham County Board of Commissioners
 804 S. Laurel Street
 Springfield, GA 31329

Contractor
 Roberts Civil Engineering
 301 Sea Island Rd., Suite 10
 St. Simons Island, GA. 31522

By: _____

By: _____

Date: _____

Date: _____



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www.robertscivilengineering.com

Additional Work Authorization 2023 and 2024 LMIG Roads Effingham County, GA

On this __ day of _____, 2023 the services below are proposed in addition to the executed Contract Agreement between **Effingham County** and **Roberts Civil Engineering, LLC** dated August 16, 2022. All terms of the aforementioned Contract Agreement shall remain in effect for all work.

1. Amended Contract Request

Original Contract Amount	\$ 79,653.00
Additional Work 2024 LMIG	\$102,553.00
Amended Contract Amount Not to Exceed	\$182,206.00

***Additional work due to the following:**

2023 Effingham County LMIG Change Order for Added Service for the Management and Oversight of the 2024 LMIG Projects: To Include general engineering consulting, specifications, bidding and construction oversight for resurfacing and assorted improvements to the 10 roadways identified in the scope of work. Fee proposal identifies a ‘Not to Exceed’ total based upon the contract rates for Indefinite Delivery of A&E Services dated April 20, 2021, and the associated rate adjustment in Amendment No. 1, dated March 7, 2023.

****Note:** Proposed NTE Fee encompasses the Civil Engineering Services through the duration of the project. Hourly Services budgeted under this contract but not performed will not be charged.

Final Contract Adjustment: \$102,553.00

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed as of the day and year first above written.
ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer

CLIENT:

By: _____
For: _____
Its: _____

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date
Antiqua Place	Caribbean Village	Caribbean Village	0.463	Patching, Milling and Resurfacing	\$98,000.00	Summer 2023
Archer	SR 119	Brittingham Road	1.03	Leveling and Resurfacing	\$178,000.00	Summer 2023
Brittany Lane	Hester Road	Cul-De-Sac	0.53	Patching, Leveling and Resurfacing	\$149,000.00	Summer 2023
Cambridge Road	Cul-De-Sac	Cul-De Sac	0.689	Patching, Milling and Resurfacing	\$124,000.00	Summer 2023
Fairmont Road	Bridge End	Cambridge	0.150	Patching and Resurfacing	\$48,000.00	Summer 2023
Kates Cove Road	Lexington Ave. Ext	Cambridge	0.121	Milling and Resurfacing	\$32,000.00	Summer 2023
Little McCall Road	Abby Lane	Courthouse Road	2.00	Patching, Leveling and Resurfacing	\$488,000.00	Summer 2023
Old Augusta Road	EOP	Taylor Chapel Road	0.50	Leveling and Resurfacing	\$101,000.00	Summer 2023
Antiqua Drive	Antiqua Place	Antiqua Place	0.08	Patching Milling and Resurfacing	\$27,000.00	Summer 2023
Old Augusta /Mt. Pleasant Rd	Clyo Kildare Rd	Old Augusta Road	2.40	Leveling and Resurfacing	\$460,000.00	Summer 2023

Staff Report

Subject: Automatic and Mutual Aid Agreement
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-FIRE
Meeting Date: 07/18/2023
Item Description: Consideration to Approve an Automatic and Mutual Aid Agreement between Effingham County Fire Rescue and Rincon Fire Department

Summary Recommendation: Staff recommends approving the Automatic and Mutual Aid Agreement between Effingham County Fire Rescue and Rincon Fire Department.

Executive Summary/Background:

On July 1, 2023, Effingham County Fire Rescue became the primary fire service provider for all the unincorporated areas that were formerly served by the City of Rincon. It is the desire of both agencies to continue reciprocal Automatic and Mutual Aid, with the Automatic Aid limited to areas within the City Limits and a small area around it.

No funding is required.

Options/Alternatives for Commission to Consider:

Recommended: Approval of an Automatic and Mutual Aid Agreement between Effingham County Fire Rescue and Rincon Fire Department

Other Alternative(s): Deny

Department Review: Fire-Rescue, County Manager

Funding Source: N/A

Attachments: Automatic and Mutual Aid Agreement

AGREEMENT OF AUTOMATIC AND MUTUAL AID
Effingham County Fire Rescue and Rincon Fire Department

This agreement (referred to herein as "Agreement") is entered into by and between Effingham County Fire Rescue (ECFR), under the authority of the Effingham County Board of Commissioners, a political subdivision of the State of Georgia, acting by and through its duly elected Chairman and Commissioners, and Rincon Fire Department (RFD), under the authority of the Rincon City Council, a political subdivision of the State of Georgia acting by and through its duly elected Mayor and Councilmembers (the parties collectively referred to herein as the "Parties.")

WITNESSETH:

WHEREAS, Effingham County and the City of Rincon are contiguous;

WHEREAS, Effingham County and Rincon each maintain and staff a fire department for fire prevention, fire suppression, emergency medical, hazardous material, technical rescue, and support services;

WHEREAS, Effingham County and Rincon have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental fire suppression, and to take part in joint training exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for both Automatic and Mutual Aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 3, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. §36-69-1 et seq.- "The Georgia Mutual Aid Act."

NOW THEREFORE, in consideration, of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE 1: AUTOMATIC AND MUTUAL AID

The Parties shall establish a mutually beneficial response district (referred to herein as the "Automatic Aid Response District") which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the Effingham County Fire Rescue Chief and Rincon Fire Chief. Said agreed upon bounds will be recorded in a document written and signed by both the Effingham County Fire Rescue Chief and the Rincon Fire Chief.

Subsequently, that document shall be attached and incorporated into this Agreement as "Addendum A." The Response District may be changed to reflect additions or deletions of response areas with the written approval of both parties.

In the event of a fire emergency in the Automatic Aid Response District, ECFR and RFD shall furnish such fire resources as defined in addendum B to cope with the fire emergency, but subject to the limitations herein as set forth in this Agreement.

The level of Automatic Aid shall exist at a level mutually agreed upon by the Effingham County Fire Rescue Chief and the Rincon Fire Chief. Said agreement shall be written and signed by the Effingham County Fire Rescue Chief and Rincon Fire Chief. Subsequently, the document shall be attached to this Agreement as Addendum B.

In the event of an emergency not initially dispatched as part of the Automatic Aid portion of this Agreement, either Party may request mutual aid from the other, with the same terms of this Agreement.

It is further agreed that the Fire Chiefs of both Effingham County and Rincon, or their designees, will ensure training is scheduled between Effingham County Fire Rescue and Rincon Fire Department annually. This will insure the operational efficiency of this automatic aid agreement.

ARTICLE 2: LIABILITY

There is no special duty imposed by this Agreement on either Party and/or its respective personnel to respond to fire, rescue, or any other calls and/or requests pursuant to this Agreement as per O.C.G.A. 25-6-5-(a) and other applicable laws.

No employee of a Party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant of this Agreement, as per O.C.G.A.25-6-5-(b) and other applicable laws.

All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A.25-6-5-(c) and other applicable laws.

Equipment, personnel, and/or services provided pursuant to the Agreement as Automatic Aid, for periods or durations not exceeding 24 hours, shall be provided at no charge to the party requesting aid, unless an expendable item such as foam was provided. These expendable items shall be replaced by the party requesting aid. However, any expenses recoverable from third Parties shall be equitably distributed among responding parties.

Nothing herein shall operate to bar recovery of funds from any state or federal agency under any existing statute, regulation or law.

ARTICLE 3: CONSIDERATIONS

No party under this Agreement will be required to pay any compensation to any other party under this Agreement for services rendered pursuant to this Agreement.

It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties for services rendered pursuant to this Agreement.

Each party to this Agreement shall comply with the Workers Compensation laws of the State of Georgia at no cost to the other party.

Each Party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

ARTICLE 4: RELEASE OF CLAIMS

Each Party agrees to release the other party from all liabilities, claims, judgements, costs, or demands for damage to its own property, whether directly or indirectly arising out of the use

of any vehicle, equipment, or apparatus by the party to which said property does not, belong during the provision of service pursuant to this Agreement.

ARTICLE 5: INJURIES TO PERSONNEL

Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized by the responding and/or receiving jurisdictions, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

ARTICLE 6: THIRD PARTY BENEFICIARIES

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party, and no third party shall have any right of action hereunder, for any cause whatsoever.

ARTICLE 7: TERM OF AGREEMENT

This Agreement shall commence upon its approval and appropriate recording in the minutes by the respective governing bodies of the Parties. This Agreement shall stand automatically renewed by the Parties on January 1, and each year thereafter on January 1, unless and until such time as written notice of termination by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter.

ARTICLE 8: DISPATCHING OF ALARM AUTOMATIC AID

Effingham County E-911 will dispatch all first responder units as per this Agreement.

ARTICLE 9: ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

ARTICLE 10: TERMINATION

Either Party to this Agreement may terminate the Agreement, for any cause, by giving not less than ninety (90) days advance written notice to the other party.

ARTICLE 11: SEVERABILITY OF TERMS

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 12: NOTICES

All notices or other communications required or permitted to be given under this Agreement shall be in writing.

All notices shall be deemed to have been duly delivered to the party intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested, with proper postage prepaid and addressed to the appropriate party at the appropriate address as identified below:

To Effingham County: Effingham County
Attn: County Manager
804 South Laurel St
Springfield, GA 31329

To City of Rincon: City of Rincon
Attn: City Manager
302 South Columbia Ave
Rincon, GA 31326

ARTICLE 13: GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any litigation arise under the provisions of the Agreement or related to this Agreement, proper venue shall lie in a court of competent jurisdiction in Effingham County.

ARTICLE 14: ADEQUATE COVERAGE FOR OWN JURISIDCITION

Each Party is responsible for providing adequate coverage for its own jurisdiction. Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose any responsibility or unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid or assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual or automatic aid.

ARTICLE 15: INSURANCE

Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each Party may self-fund its insurance obligation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives below.

BY EFFINGHAM COUNTY, GA:

Wesley Corbitt, Chairman

Attest: Stephanie Johnson, County Clerk

Clinton Hodges, Fire Chief

BY THE CITY OF RINCON, GA:

Ken Lee, Mayor

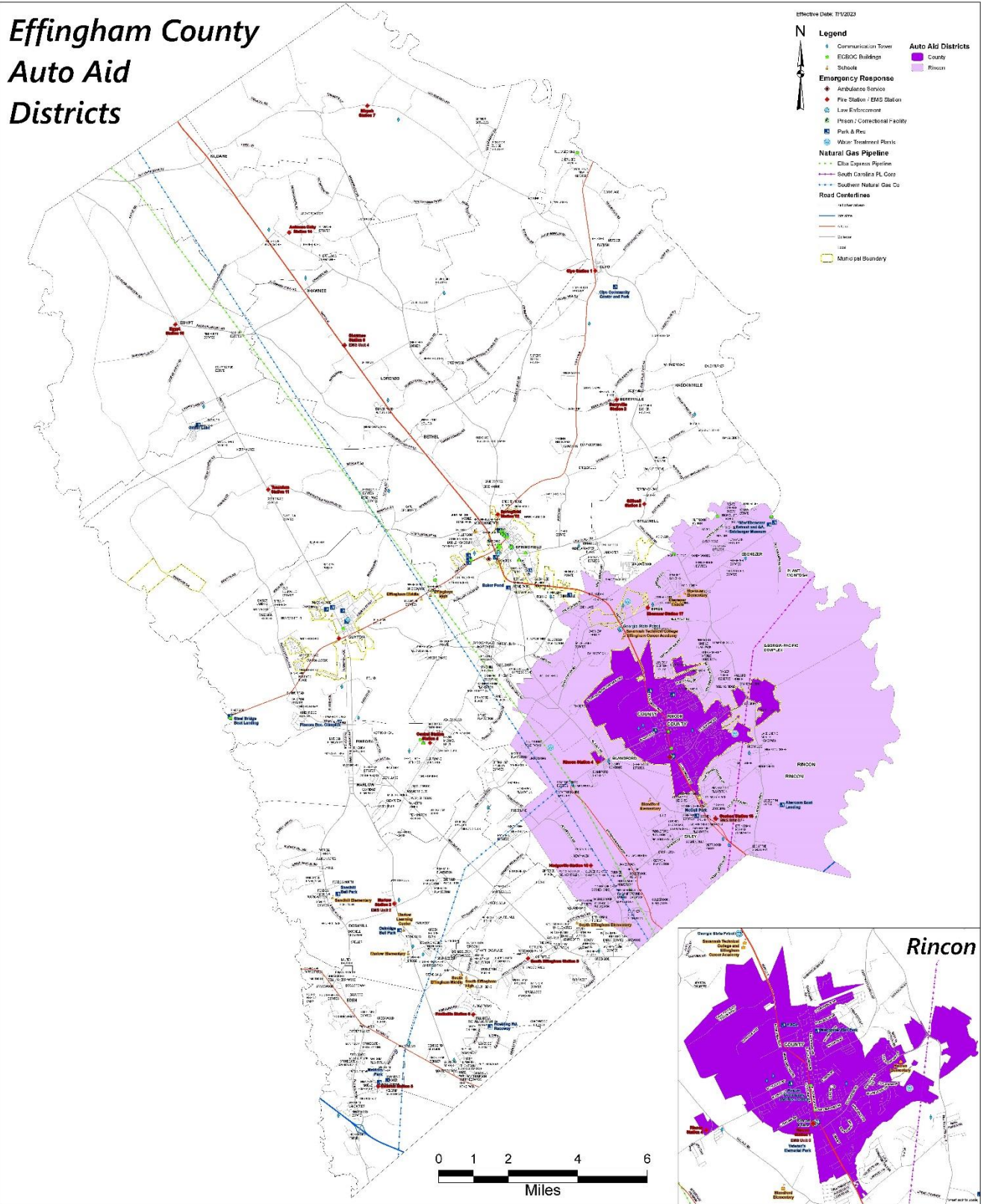
Attest: Dulcia King, City Clerk

Lou Reed, Fire Chief

Addendum A

The 'Response District' for the 'Automatic Aid Response' Agreement between the Effingham County Fire Rescue and Rincon Fire Department is defined in the image below. Mutual Aid Response shall apply to the Corporate Boundaries of both parties. The assistance that will be furnished to each other in the 'Response District' is addressed in Addendum B. This 'Response District' is mutually beneficial to both Effingham County and the City of Rincon in responding to fire related emergencies. The 'Response District' may be modified through a written agreement of both the Fire Chiefs of Effingham County and the City of Rincon, or their designees, as staffing, equipment, and local conditions within both municipalities evolve.

Effingham County Auto Aid Districts



Addendum B

The 'Automatic Response' that may normally be expected within the 'Automatic Response District' for structure fire responses only will be provided as such:

Effingham County Fire Rescue: One Class A Fire Engine w/ 2 FF

Rincon Fire Department: One Vehicle w/ 2 FF

Mutual Aid Response will be based upon the request of a Senior Officer and/or the Incident Commander.

Staff Report

Subject: Ebenezer Fire Station
Author: Clint Hodges, Fire Chief & EMA Director
Department: 55-FIRE
Meeting Date: 07/18/2023
Item Description: Consideration to approve the purchase of the Ebenezer Fire Station building from the City of Rincon.

Summary Recommendation: Staff recommends approving the purchase of the Ebenezer Fire Station building.

Executive Summary/Background:

On July 1, 2023, Effingham County Fire Rescue became the primary fire service provider for all the unincorporated areas that were formerly served by the City of Rincon. As the City of Rincon owns the building, but Effingham County owns the property, it is necessary for the building to be purchased from the City.

After negotiations, the recommended purchase price was determined by being splitting the difference between two of the appraisals. Staff are recommending a sale price of \$250,000.

Options/Alternatives for Commission to Consider:

Recommended: Approval to purchase the Ebenezer Fire Station building.

Other Alternative(s): Deny

Department Review: Fire-Rescue, County Manager

Funding Source: \$250,000

Attachments:

Staff Report

Subject: Local Emergency Operations Plan Update
Author: Clint Hodges, Fire Chief & EMA Director
Department: 20-EMA
Meeting Date: 07/18/2023
Item Description: Consideration to Approve the Local Emergency Operations Plan Update

Summary Recommendation: Staff recommends approving the updated Local Emergency Operations Plan.

Executive Summary/Background:

Effingham County EMA maintains and updates the Local Emergency Operations Plan, to be activated during emergencies by the Board of Commissioners.

The plan is organized by Emergency Support Functions (ESFs), with any partner agency falling within one or more ESFs.

As there have been some changes at both the local and State level as to what agencies are primary vs support ESFs, staff hosted collaboration meetings for all ESF partners.

Options/Alternatives for Commission to Consider:

Recommended: Approval of the Local Emergency Operations Plan Update

Other Alternative(s): Deny

Department Review: Emergency Management

Funding Source: N/A

Attachments: Updated LEOP

Effingham County Emergency Management Agency

Emergency Operations Plan

Plan Approved:
July 2023

EFFINGHAM COUNTY
ORDINANCE REGARDING EMERGENCY MANAGEMENT

STATE OF GEORGIA
EFFINGHAM COUNTY

AN ORDINANCE TO AMMED THE OFFICIAL CODE OF EFFINGHAM COUNTY, GEORGIA, CHAPTER EIGHTEEN, CIVIL EMERGENCIES

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

The Official Code of Effingham County, Georgia, is amended by replacing Chapter 18 with the following

ARTICLE I. - IN GENERAL

Sec. 18-1.-Purpose.

Sec. 18-2- 18-35.-Reserved

Sec. 18-1.- Purpose

It is the purpose of this ordinance to protect the health, safety, and general welfare of Effingham County citizens during times of a locally declared emergency or state declared emergency. It is the intent of the Board of Commissioners of Effingham County that the provisions of this ordinance be put into effect only in the event of an emergency which causes imminent threat to life or property.

ARTICLE II. - EMERGENCY MANAGEMENT

Sec. 18-36.- Definitions

Sec. 18-37.- Emergency Management and response powers

Sec. 18-38.- Enforcement and Remedies

Sec. 18-39. - Authority to Waive Procedures and Fee Structures.

Sec. 18-40. - Registration of Building and Repair Services

Sec. 18-41. - Closed or Restricted Areas and Curfews during Emergency.

Sec. 18-42. - Regulation Continued in Effect

Appendix - A Declaration of Local Emergency

Appendix - B General Release Agreement

Appendix - C Right of Entry and Agreement to Allow Use of Property as a Result of State of Emergency

Sec. 18-43.-18-102. - Reserved

Sec. 18-36. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. *Emergency management* means the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of a technological or natural origin. Emergency functions are listed in the Effingham County Emergency Operations Plan.

EFFINGHAM COUNTY
ORDINANCE REGARDING EMERGENCY MANAGEMENT

2. *Locally Declared Emergencies* as used in this ordinance. a "locally declared emergency" or a "declaration of local emergency" shall mean a declaration by the chair of the board of commissioners enacting some or all of the local emergency powers addressed in the ordinance.
3. *State Declared Emergencies* as used in this ordinance. a "State declared emergency" or "State of Emergency" shall mean a declaration by the Governor of an actual or impending emergency or disaster of natural or manmade origin, or a pandemic influenza emergency. or impending or actual enemy attack. or a public health emergency. within or affecting Georgia or against the United States. A declaration of emergency by the Governor may enact some or all of the emergency powers. local or otherwise, addressed in this ordinance.

Sec. 18-37. - Emergency Management and response powers

1. *Office of the County Emergency Management Director*
The Chair of the Board of Commissioners, with concurrence of the Mayors of cities within the county, shall nominate for appointment by the governor a director of emergency management for the entire county. When appointed, the emergency management director is charged with the following duties:
 - A. To represent the governing officials of the county and cities in the county on matters pertaining to emergency management.
 - B. To assist county and city officials in organizing county and city departments for emergency operations.
 - C. To develop, in conjunction with county and city departments, the county plan for emergency functions set forth in the Effingham County Emergency Operations Plan. Such plan will be in consonance with the state emergency operations plan and shall be submitted to the governing officials of the county and the cities in the county for approval, and thence to the state emergency management agency for approval.
 - D. To maintain the emergency management agency and carry out the day-to-day administration of the county emergency management program, including the submission of required reports to the state emergency management agency.
 - E. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.
 - F. To obtain, with the authority of governing officials, a facility to be used as the county emergency operating center.
 - G. To coordinate the activities of the county emergency operating center staff during periods of an emergency, and under the supervision of county governing officials.
2. *County Emergency Management Agency*
The County Emergency management Agency shall be established around existing county and city departments, the emergency functions listed in the Effingham County Emergency Operations Plan are assigned to heads of departments which are responsible for developing appropriate annexes to the local Emergency Management Director. Such annexes will be submitted to the local Emergency Management Director for inclusion in the local emergency operations plan and approval by appropriate local officials.

EFFINGHAM COUNTY
ORDINANCE REGARDING EMERGENCY MANAGEMENT

3. *Declaration of Local Emergency*

A. *Grant of authority.*

In the event of an actual or threatened occurrence of a disaster or emergency, which may result in the large-scale loss of life, injury, property damage or destruction or in the major disruption of routine community affairs, business or governmental operations in the county and which is of sufficient severity and magnitude to warrant extraordinary assistance by federal, state and local departments and agencies to supplement the efforts of available public and private resources, the Chair of the Board of Commissioners may declare a local emergency for County. The form of the declaration is provided in Appendix A.

B. *Request for state assistance.* Consistent with a declaration of local emergency, the Chair may request the Governor to provide assistance, provided that the disaster or emergency is beyond the capacity of the county to meet adequately and state assistance is necessary to supplement local efforts to save lives and protect property, public health and safety, or to avert or lessen the threat of a disaster.

C. *Continuance.* The declaration of local emergency shall continue until the Chair finds that emergency conditions no longer exist, at which time, the Chair shall execute and file with the Clerk of the Board of Commissioners a document marking the end of the emergency. No state of local emergency shall continue for longer than 30 days, unless renewed by the Chair. The Board of Commissioners may, by resolution, end a state of local emergency at any time.

D. *Effect of declaration of emergency: Activation of emergency operations plan.*

A declaration of emergency by the Governor or a declaration of local emergency by the Chair shall automatically activate the county emergency operations plan and shall be the authority for deployment of personnel and use of any forces to which the plan applies and for use or distribution of any supplies, equipment, materials, and facilities assembled, stockpiled or arranged to be made available pursuant to the Georgia Emergency Management Act or any other laws applicable to emergencies or disasters.

i. The Effingham County Emergency Management Agency ("EEMA") Director shall have the legal authority to exercise the powers and discharge the duties conferred upon the emergency management agency, including the implementation of the emergency operations plan, coordination of the emergency responses of public and private agencies and organizations, coordination of recovery efforts with state and federal officials, and inspection of emergency or disaster sites.

ii. In responding to the emergency and conducting necessary and appropriate survey of the damages caused by the emergency, the Director or his/her designee is authorized to enter at a reasonable time upon any property, public or private, for the purpose of evaluating sites involved with emergency management functions to protect the public's health, safety or welfare.

iii. The Director is authorized to execute a right of entry and/or agreement to use property for these purposes on behalf of the County; however, any such document shall be later presented for ratification at a meeting of the Board of Commissioners.

iv. No person shall refuse entry or access to any authorized representative or agent of the county who requests entry for purposes of evaluating sites involved with

EFFINGHAM COUNTY
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emergency management functions to protect the public's health, safety, or welfare, and who presents appropriate credentials. Nor shall any person obstruct, hamper, or interfere with any such representative while that individual is in the process of carrying out his or her official duties.

- 4. *Emergency powers.* Following a declaration of emergency and during the continuance of such state of emergency, the Chair is authorized to implement local emergency measures to protect life and property or to bring the emergency situation under control.
 - A. *State Declared State of Emergency.* If the Governor declares a state of emergency for the County, the Chair, jointly with the Mayors of the affected areas may cause the following provisions of this ordinance to become effective:
 - i. Section 18-39. Authority to Waive Procedures and Fee Structures:
 - ii. Section 18-40. Registration of Building and Repair Services: and/or
 - iii. Section 18-41. Closed or Restricted Areas and Curfews during Emergency.
 - B. *Locally Declared State of Emergency.* If the Chair declares a local emergency for the County, the Chair, jointly with the Mayors of the affected areas may cause the following provisions of this ordinance to become effective:
 - i. Section 18-39. Authority to Waive Procedures and Fee Structures: and/or
 - ii. Section 18-41. Closed or Restricted Areas and Curfews during Emergency.

If any of these sections are included in a declaration of local emergency, the same shall be filed in the office of the Clerk of the Board of Commissioners and shall be in effect until the declaration of local emergency has terminated.

- 5. *Authority to waive procedures and fees.* Pursuant to a declaration of emergency, the Chair of the Board of Commissioners is authorized to cause to be effective any of the subsections of Section 18-39 of this chapter as appropriate. The implementation of such subsections shall be filed in the office of the Clerk of the Board of Commissioners.
- 6. *Additional emergency powers.* The Chair of the Board of Commissioners, jointly with the Mayors of the affected areas shall have and may exercise for such period as the declared emergency exists or continues, the following additional emergency powers:
 - A. To direct and compel the evacuation of all or part of the population from any stricken or threatened area, for the preservation of life or other disaster mitigation, response or recovery:
 - B. To prescribe routes, modes of transportation and destinations in connection with evacuation:
 - C. To make provision for the availability and use of temporary emergency housing, emergency shelters and/or emergency medical shelters:
 - D. To transfer the direction, personnel or functions of any county departments for the purpose of performing or facilitating emergency services:
 - E. To utilize all available resources of the county and subordinate agencies over which the county has budgetary control as reasonably necessary to cope with the emergency or disaster:
 - F. To utilize public property when necessary to cope with the emergency or disaster or when there is compelling necessity for the protection of lives, health, and welfare, and/or the property of citizens;

EFFINGHAM COUNTY
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- G. To suspend any ordinance, resolution, order, rules or regulation prescribing the procedures for conduct of county business, or the orders, rules or regulations of any county department, if strict compliance with any ordinance, resolution, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency or disaster, provided that such suspension shall provide for the minimum deviation from the requirements under the circumstances and further provided that, when practicable, specialists shall be assigned to avoid adverse effects resulting from such suspension:
- H. To provide benefits to citizens upon execution of an intergovernmental agreement for grants to meet disaster-related necessary expenses or serious needs of individuals or families adversely affected by an emergency or disaster in cases where the individuals or families are unable to meet the expenses or needs from other means, provided that such grants are authorized only when matching state or federal funds are available for such purposes:
- I. To perform and exercise such other functions, powers, and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population, including individuals with household pets and service animals prior to, during, and following a major disaster or emergency.
7. *Form of Declaration of Local Emergency.* Upon the declaration of local emergency, an official "Declaration of Local Emergency," in substantially the same form set forth below, shall be signed and filed in the office of the County Clerk and shall be communicated to the citizens of the affected area using the most effective and efficient means available. The declaration shall state the nature of the emergency or disaster, the conditions that require the declaration and any sections of this chapter that shall be in effect. See Appendix A
8. *Contracts with Municipalities.* In addition to the normal agreements embodied in the county's emergency operations plan for mutual emergency assistance, the Board of Commissioners may contract with any municipality for the administration of an emergency response program.

Sec. 18-38.-Enforcement and Remedies.

1. *Law Enforcement*

In accordance with O.C.G.A. § 38-3-4, the Effingham County Sheriff's Office jointly with the Municipality Police Department of the affected areas and the EEMA Director shall be authorized to enforce the orders, rules and regulations contained in this ordinance and/or implemented by the Chair or Board of Commissioners jointly with the Mayors of the affected areas during a declared emergency.

2. *Penalties*

Failure to comply with any of the requirements or provisions of the regulations contained in this ordinance, or with any code section, order, rule or regulation made effective by the Chair or Board of Commissioners upon or at the declaration of an emergency shall constitute a violation of the provisions of this ordinance. Any person who violates any provision in this ordinance shall, upon conviction thereof, be guilty of a misdemeanor punishable by a fine not exceeding \$1,000, imprisonment for a term not exceeding 60 days, or both such fine and imprisonment, for each violation. Each person assisting in the commission of a violation shall be guilty of separate offenses. Each day during which a violation or failure to comply continues shall constitute a separate violation.

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3. *Injunctive Relief*

In accordance with O.C.G.A. § 38-3-5. in addition to the remedies prescribed in this section, the EMA Director is authorized to obtain an injunction to restrain violation of laws. code sections. orders. rules and regulations that are contained in the Georgia Emergency Management Act and/or this ordinance. and/or are implemented by the Board of Commissioners during a declared emergency.

4. *Enforcement*

Except as otherwise provided in this chapter. this ordinance may be enforced by the Effingham County Sheriff’s Office jointly with the Municipality Police Department of the affected areas and the EEMA Director.

Sec. 18-39. - Authority to Waive Procedures and Fee Structures.

1. *County Business.*

Upon declaration of an emergency or disaster by the Governor or Chair of the Board of Commissioners, the affairs and business of the county may be conducted at places other than the regular or usual location, within or outside of the county, when it is not prudent, expedient or possible to conduct business at the regular location. When such meetings occur outside of the county, all actions taken by the Board of Commissioners shall be as valid and binding as if performed within the county. Such meetings may be called by the presiding officer or any two members of the Board of Commissioners without regard to or compliance with time-consuming procedures and formalities otherwise required by law.

2. *Public Works Contracts*

Upon declaration of an emergency or disaster by the Governor or Chair of the Board of Commissioners, the Board of Commissioners may contract for public works without letting such contract out to the lowest, responsible bidder and without advertising and posting notification of such contract for four weeks; provided, however, that the emergency must be of such nature that immediate action is required and that the action is necessary for the protection of the public health, safety and welfare. Any public works contract entered into pursuant to this subsection shall be entered on the minutes of the county as soon as practical and the nature of the emergency described therein in accordance with O.C.G.A. § 36-91-22(e). Any E-Verify or Systematic Alien Verification for Entitlements ("SAVE") affidavit shall be obtained from any contractor if otherwise required by law.

3. *Purchasing*

Upon declaration of an emergency or disaster by the Governor or Chairman of the Board of Commissioners, the purchasing ordinances, regulations or policies may be suspended. County officials shall continue to seek to obtain the best prices during the state of local emergency.

4. *Code Enforcement*

Upon declaration of a state of emergency or disaster by the Governor or the Chair of the Board of Commissioners, the Board of Commissioners may temporarily suspend the

EFFINGHAM COUNTY
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enforcement of the ordinances of the county, or any portion thereof, where the emergency is of such nature that immediate action outside the code is required, such suspension is consistent with the protection of the public health, safety and welfare, and such suspension is not inconsistent with any federal or state statutes or regulations.

5. *Fees*

Upon declaration of a state of emergency or disaster by the Governor or the Chair of the Board of Commissioners, the Board of Commissioners may temporarily reduce or suspend any permit fees, application fees or other rate structures as necessary to encourage the rebuilding of the areas impacted by the disaster or emergency, unless Section 18-40 is enacted. The term "fees" include fees or rates charged by the county for building permits, land disturbance permits, zoning applications, special land use permits, temporary land use permits and other fees relating to the reconstruction, repair and cleanup of areas impacted by the disaster or emergency. The term "fees" does not include fees collected by the county on behalf of the state or federal government or fees charged by the county pursuant to a state or federal statute or regulation.

6. *Temporary Dwellings*

Upon the declaration of a state of emergency or disaster by the Governor or Chair of the Board of Commissioners, the Board of Commissioners or its designees may issue temporary permits for mobile homes, trailers, recreational vehicles or other temporary dwelling structures or parks in any zoning district, even though not otherwise permitted by development code, while the primary dwelling is being repaired, provided that such temporary dwellings or parks are designed by an engineer and the plans are approved by the county Health Department and Development Services. The temporary permit shall not exceed six months in duration. In the case of a continuing hardship, and in the discretion of the Board of Commissioners or its designee, the permit may be extended for a period of up to an additional six months. Upon expiration of the temporary permit and/or extension, the temporary dwelling must be removed.

Sec. 18-40.-Registration of Building and Repair Services

- 1. In accordance with O.C.G.A. §38-3-56, before building, constructing, repairing, renovating or making improvements to any real property, including dwellings, homes, buildings, structures or fixtures within an area in the unincorporated area of the county located in a declared emergency or disaster zone, any person, firm, partnership, corporation or other entity not actively licensed through Effingham County must register with the Effingham County Development Services. All persons, firms, partnerships, corporations or any other entities must secure an emergency building permit that is posted at the work site. Each day any such entity does business in the county without complying with this ordinance constitutes a separate offense.
- 2. The cost of registration fees in a declared emergency or disaster is fixed at \$50.00 per annum. Registration is nontransferable. The cost of the emergency building permit shall be equal to the cost for a building permit under existing regulations. The permit shall only be authorized for repairs.
- 3. When registering, any person, partnership, corporation or other entity making application must, under oath, complete an application, providing the following information:
 - A. Name of applicant:

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- B. Permanent address and phone number of applicant:
 - C. Applicant's Social Security number or federal Employer Identification number:
 - D. If applicant is a corporation, the state and date of incorporation:
 - E. Tag registration information for each vehicle to be used in the business:
 - F. List of cities and/or counties where the applicant has conducted business within the past 12 months:
 - G. Georgia sales tax number or authorization:
 - H. Georgia business license number, if required.
 - I. Copy of license from the Secretary of State if required.
 - J. A signed and sworn affidavit verifying the applicant's legal presence in the United States as required by O.C.G.A. § 50-36-1.
 - K. At least one secure and verifiable document as defined in O.C.G.A. § 50-36-2.
4. *Effective date.* This section shall become effective only upon the signing of a declaration of emergency by the Governor and a local declaration stating this section is in effect. Unless otherwise specified in the declaration of emergency or otherwise extended by the Board of Commissioners, the provisions of this Code section shall remain in effect during the state of emergency and for a subsequent recovery period of three months.

Sec. 18-41.- Closed or Restricted Areas and Curfews during Emergency.

- 1. To preserve, protect or sustain the life, health, welfare or safety of persons, or their property, within a designated area under a declaration of emergency, it shall be unlawful for any person to travel, loiter, wander or stroll in or upon the public streets, highways, roads, lanes, parks or other public grounds, public places, public buildings, places of amusement, eating places, vacant lots or any other place during a declared emergency between the hours specified by the Chair until the curfew is lifted.
- 2. To promote order, protect lives, minimize the potential for looting and other crimes, and facilitate recovery operations during an emergency, the Chair shall have discretion to impose reentry restrictions on certain areas. The Chair shall exercise such discretion in accordance with the local emergency operations plan, which shall be followed during emergencies.
- 3. The provisions of this section shall not apply to persons acting in the following capacities:
 - A. Authorized and essential law enforcement personnel;
 - B. Authorized and essential health care providers;
 - C. Authorized and essential personnel of the county;
 - D. Authorized National Guard or federal military personnel;
 - E. Authorized and essential firefighters;
 - F. Authorized and essential emergency response personnel;
 - G. Authorized and essential personnel or volunteers working with or through the Effingham County Emergency Management Agency (EEMA);
 - H. Authorized and essential utility repair crews;
 - I. Citizens seeking to restore order to their homes or businesses while on their own property or place of business;
 - J. Other authorized and essential persons as designated on a list compiled by the EEMA Director.

EFFINGHAM COUNTY
ORDINANCE REGARDING EMERGENCY MANAGEMENT

- 4. Enforceability. This section shall be enforced by the Effingham County Sheriff’s Office jointly with the Municipality Police Department of the affected areas and the EEMA Director

- 5. Effective date. This section shall become effective only upon the signing of a declaration of emergency, stating this section is in effect

Sec. 18-42. -Regulation Continued in Effect

All ordinances, resolutions, motions and orders pertaining to civil defense, homeland security, emergency management and disaster relief that are not in conflict with this chapter are continued in full force and effect. Such ordinances, etc., are on file in the office of the County Clerk.

Sec. 18-43.- ~~18-102.~~- Reserved

ARTICLE III. -RESERVED.

ARTICLE IV. -RESERVED.

EFFINGHAM COUNTY
ORDINANCE REGARDING EMERGENCY MANAGEMENT

APPENDIX A
DECLARATION OF LOCAL EMERGENCY

WHEREAS, Effingham County, Georgia has experienced an event of critical significance as a result of *[description of event]* on *[date]*;

WHEREAS, the Governor *has/has not* declared a state of emergency for Effingham County;

WHEREAS, in the judgment of the Chair of the Effingham County Board of Commissioners, with advice from the Effingham Emergency Management Agency, there exist emergency circumstances located in *[describe geographic location]* requiring extraordinary and immediate corrective actions for the protection of the health, safety, and welfare of the citizens of Effingham County, including individuals with household pets and service animals; and

WHEREAS, to prevent or minimize injury to people and damage to property resulting from this event, certain actions are required.

NOW, THEREFORE, pursuant to the authority vested in me by local and state law;

IT IS HEREBY DECLARED that a local state of emergency exists and shall continue until the conditions requiring this declaration are abated.

THEREFORE, IT IS ORDERED:

(1) That the Effingham County Emergency Management Agency activates the Emergency Operations Plan;

(2) That the following sections of the Effingham County Code be implemented *[If deemed appropriate, choose from the following]*:

- Section 18-39- Authority to Waive Procedures and Fee Structures
- Section 18-40- Registration of Building and Repair Services (to be effective only if the Governor declares a state of emergency)
- Section 18-41 - Closed or Restricted Areas and Curfews during Emergency.
- Section *{Any other emergency management ordinances, such as an emergency purchasing ordinance, etc.}*

(3) That the following measures also be implemented:
[If deemed appropriate, select items from Section 18-37(3.D.ii), (iii) or (iv) or such other measures as appropriate.]

ENTERED at *[time]* on *[date]*.

{Signed}

Chair, Effingham County Board of Commissioners

EFFINGHAM COUNTY
ORDINANCE REGARDING EMERGENCY MANAGEMENT

APPENDIX B
General Release Agreement

STATE OF GEORGIA
COUNTY OF EFFINGHAM

FOR AND IN CONSIDERATION OF work performed by Effingham County on subject property located at _____ I/we, the owners of subject property acknowledge and do forever release, acquit, discharge and covenant to hold harmless Effingham County and any of its officers, agents, and employees from any and all action, causes of action, claims, demands, damages, costs, loss of services, compensation, and losses and expenses of whatsoever kind or nature in law or equity, for and on account of, or in any way growing out of, any and all known and unknown personal injuries and/or property damages that the undersigned may now or hereafter have as owners of the subject property resulting from work being performed on the subject property on or about _____ 20__.

It is further understood and agreed that this Release Agreement extends to and includes indemnification for the negligence, if any, of the county, its officers, agents, servants and employees either direct or vicarious, or for its or their own act or omission that would or may constitute negligence of which would or may constitute the creation or maintenance of a nuisance. I/we have carefully read the foregoing and fully understand and agree to the same and have executed the same freely and voluntarily. Furthermore, I/we have consulted or been given the opportunity to consult with an attorney of my/our own choosing prior to the execution of this document.

IN WITNESS WHEREOF, the undersigned has/have here unto set his/her/their hand and seal this _____ day of _____ 20__.

Owner: _____

Owner: _____

Signed, Sealed and Sworn to and Subscribed
before the undersigned unofficial witness and notary public

Witness

Notary Public, State of Georgia
My Commission **Expires:** _____

EFFINGHAM COUNTY
ORDINANCE REGARDING EMERGENCY MANAGEMENT

APPENDIX C
Right of Entry and Agreement to Allow Use of
Property as a Result of State of Emergency

STATE OF GEORGIA
EFFINGHAM COUNTY

This Right of Entry and Agreement to Allow Use of Property as a Result of State of Emergency is entered into between the Effingham County Board of Commissioners ("County"), 601 North Laurel Street, Springfield GA 31329 and [print the name and address of property owner(s)] ("Property Owner(s)"). In consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which is hereby acknowledged by the parties, we agree as follows:

WHEREAS, as a result of [insert a description of the emergency], a state of emergency has been declared for the County; and

WHEREAS, certain real property is needed by the County Emergency Management Agency to be used for _____

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES THAT [print the name of property owner(s)] am/are the owner(s) of property located at Map # ____, and Parcel # _____ of Effingham County and shown on the map filed in the Effingham County Tax Offices. I/we agree to allow the Effingham County Board of Commissioners ("County"), their employees and agents to enter the above referenced property for purposes of establishing _____ for a period up to _____ days, unless otherwise extended by mutual agreement.

County:

Property Owner:

Effingham

DATE:

DATE:

Property Owner:

DATE:

EFFINGHAM COUNTY
ORDINANCE REGARDING EMERGENCY MANAGEMENT

Item XI. 5.

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

BE IT FURTHER ORDAINED that this ordinance shall become effective upon its approval.

So ordained this day of _____

Board of Commissioners of Effingham County, Georgia

DISTRIBUTION LIST

Agency	Number of Copies
Amateur Radio Emergency Service	1
American Red Cross - Savannah Chapter	1
City of Guyton	1
City of Rincon	1
City of Springfield	1
Effingham 9-1-1	1
Effingham Animal Control	1
Effingham Board of Commissioners	1
Effingham Board of Education	1
Effingham Building and Zoning	1
Effingham Coroner	1
Effingham County Emergency Management Agency	
Effingham County Prison	1
Effingham County Sheriff's Office	1
Effingham County Water and Sewer	1
Effingham Emergency Medical Service	1
Effingham Environmental Services	1
Effingham Fire Rescue	1
Effingham Health Department	1
Effingham Hospital	1
Effingham Public Works	1
Extension Service	1
G.S.P. Post 42	1
GA DHR - DFCS	1
GA DOT	1
Georgia Forestry Commission	1
Georgia Power	1
Guyton Police	1
Recreation Department	1
Rincon Fire Department	1
Rincon Police Department	1
Springfield Police Department	1

PREFACE

This Emergency Operations Plan (EOP) describes the management and coordination of resources and personnel during periods of major emergency. This comprehensive local emergency operations plan is developed to ensure mitigation and preparedness, appropriate response and timely recovery from natural and manmade hazards which may affect residents of Effingham County.

This plan supersedes the Emergency Operations Plan dated from old LEOP. It incorporates guidance from the Georgia Emergency Management Agency (GEMA) as well as lessons learned from disasters and emergencies that have threatened Effingham County. The plan:

- Defines emergency response in compliance with the State mandated Emergency Operations Plan process.
- Establishes emergency response policies that provide Departments and Agencies with guidance for the coordination and direction of municipal plans and procedures.
- Provides a basis for unified training and response exercises.

The plan consists of the following components:

- The Basic Plan describes the structure and processes comprising a county approach to incident management designed to integrate the efforts of municipal governments, the private sector, and non-governmental organizations. The Basic Plan includes the: purpose, situation, assumptions, concept of operations, organization, assignment of responsibilities, administration, logistics, planning and operational activities.
- Appendices provide other relevant supporting information, including terms, definitions, and authorities.
- Emergency Support Function Annexes detail the missions, policies, structures, and responsibilities of County agencies for coordinating resource and programmatic support to municipalities during Incidents of Critical Significance.
- Support Annexes prescribe guidance and describe functional processes and administrative requirements necessary to ensure efficient and effective implementation of incident management objectives.
- Incident Annexes address contingency or hazard situations requiring specialized application of the EOP. The Incident Annexes describe the missions, policies, responsibilities, and coordination processes that govern the interaction of public and private entities engaged in incident management and emergency response operations across a spectrum of potential hazards. Due to security precautions and changing nature of their operational procedures, these Annexes, their supporting plans, and operational supplements are published separately.

The following is a summary of the 15 Emergency Support Functions:

1. *Transportation*: Support and assist municipal, county, private sector, and voluntary organizations requiring transportation for an actual or potential Incident of Critical Significance.
2. *Communications*: Ensures the provision of communications support to municipal, county, and private sector response efforts during an Incident of Critical Significance.

3. *Public Works and Engineering*: Coordinates and organizes the capabilities and resources of the municipal and county governments to facilitate the delivery of services, technical assistance, engineering expertise, construction management, and other support to prevent, prepare for, respond to, and/or recover from an Incident of Critical Significance.
4. *Firefighting*: Enable the detection and suppression of wild-land, rural, and urban fires resulting from, or occurring coincidentally with an Incident of Critical Significance.
5. *Emergency Management Services*: Responsible for supporting overall activities of the County Government for County incident management.
6. *Mass Care, Housing and Human Services*: Supports County-wide, municipal, and non-governmental organization efforts to address non-medical mass care, housing, and human services needs of individuals and/or families impacted by Incidents of Critical Significance.
7. *Resource Support*: Supports volunteer services, County agencies, and municipal governments tracking, providing, and/or requiring resource support before, during, and/or after Incidents of Critical Significance.
8. *Public Health and Medical Services*: Provide the mechanism for coordinated County assistance to supplement municipal resources in response to public health and medical care needs (to include veterinary and/or animal health issues when appropriate) for potential or actual Incidents of Critical Significance and/or during a developing potential health and medical situation.
9. *Search and Rescue*: Rapidly deploy components of the National US Response System to provide specialized life-saving assistance to municipal authorities during an Incident of Critical Significance.
10. *Hazardous Materials*: Coordinate County support in response to an actual or potential discharge and/or uncontrolled release of oil or hazardous materials during Incidents of Critical Significance.
11. *Agriculture and Natural Resources*: supports County and authorities and other agency efforts to address: Provision of nutrition assistance; control and eradication of an outbreak of a highly contagious or economically devastating animal/zoonotic disease; assurance of food safety and food security and; protection of natural and cultural resources and historic properties.
12. *Energy*: Restore damaged energy systems and components during a potential of actual Incident of Critical Significance.
13. *Public Safety and Security Services*: Integrates County public safety and security capabilities and resources to support the full range of incident management activities associated with potential or actual Incidents of Critical Significance.
14. *Long Term Recovery and Mitigation*: Provides a framework for County Government support to municipal governments, nongovernmental organizations, and the private sector designed to enable community recovery from the long-term consequences of an Incident of Critical Significance.
15. *External Affairs*: Ensures that sufficient County assets are deployed to the field during a potential or actual Incident of Critical Significance to provide accurate, coordinated, and timely information to affected audiences, including governments, media, the private sector, and the populace.

BASIC PLAN

I. Introduction

Summary

This plan establishes a framework for emergency management planning and response to: prevent emergency situations; reduce vulnerability during disasters; establish capabilities to protect residents from effects of crisis; respond effectively and efficiently to actual emergencies; and provide for rapid recovery from any emergency or disaster affecting the local jurisdiction and Effingham County.

This Emergency Operations Plan (EOP) is predicated on the National Incident Management System (NIMS) which integrates the capabilities and resources of various municipal jurisdictions, incident management and emergency response disciplines, nongovernmental organizations (NGOs), and the private sector into a cohesive, coordinated, and seamless framework for incident management. The EOP, using the NIMS, is an all hazards plan that provides the structure and mechanisms for policy and operational coordination for incident management. Consistent with the model provided in the NIMS, the EOP can be partially or fully implemented in the context of a threat, anticipation of a significant event, or the response to a significant event. Selective implementation through the activation of one or more of the systems components allows maximum flexibility in meeting the unique operational and information sharing requirements of the situation at hand and enabling effective interaction between various entities. The EOP, as the core operational plan for incident management, establishes county level coordinating structures, processes, and protocols that will be incorporated into certain existing interagency incident- or hazard specific plans (such as the Hurricane Plan) that is designed to implement specific statutory authorities and responsibilities of various departments and agencies in particular contingency.

Purpose

The purpose of the EOP is to establish a comprehensive, countywide, all hazards approach to incident management across a spectrum of activities including prevention, preparedness, response, and recovery. The EOP incorporates best practices and procedures from various incident management disciplines - homeland security, emergency management, law enforcement, firefighting, hazardous materials response, public works, public health, emergency medical services, and responder and recovery worker health and safety - and integrates them into a unified coordinating structure. The EOP provides the framework for interaction with municipal governments; the private sector; and NGOs in the context of incident prevention, preparedness, response, and recovery activities. It describes capabilities and resources and establishes responsibilities, operational processes, and protocols to help protect from natural and manmade hazards; save lives; protect public health, safety, property, and the environment; and reduce adverse psychological consequences and disruptions. Finally, the EOP serves as the foundation for the development of detailed supplemental plans and procedures to effectively and efficiently implement incident management activities and assistance in the context of specific types of incidents.

The EOP, using the NIMS, establishes mechanisms to:

- Maximize the integration of incident related prevention, preparedness, response, and recovery activities;
- Improve coordination and integration of County, municipal, private sector, and nongovernmental organization partners;

- Maximize efficient utilization of resources needed for effective incident management and Critical Infrastructure/Key Resources protection and restoration;
- Improve incident management communications and increase situational awareness across jurisdictions and between the public and private sectors;
- Facilitate emergency mutual aid and emergency support to municipal governments;
- Provide a proactive and integrated response to catastrophic events; and
- Address linkages to other incident management and emergency response plans developed for specific types of incidents or hazards.

A number of plans are linked to the EOP in the context of disasters or emergencies, but remain as stand-alone documents in that they also provide detailed protocols for responding to routine incidents that normally are managed by County agencies without the need for supplemental coordination. The EOP also incorporates other existing emergency response and incident management plans (with appropriate modifications and revisions) as integrated components, operational supplements, or supporting tactical plans.

This plan consists of the following components: Scope and

Applicability

The EOP covers the full range of complex and constantly changing requirements in anticipation of or in response to threats or acts of terrorism, major disasters, and other emergencies. The EOP also provides the basis to initiate long-term community recovery and mitigation activities.

The EOP establishes interagency and multi-jurisdictional mechanisms for involvement in and coordination of, incident management operations.

This plan distinguishes between incidents that require County coordination, termed disasters or emergencies, and the majority of incidents that are handled by responsible jurisdictions or agencies through other established authorities and existing plans.

In addition, the EOP:

- Recognizes and incorporates the various jurisdictional and functional authorities of departments and agencies; municipal governments; and private sector organizations in incident management.
- Details the specific incident management roles and responsibilities of the departments and agencies involved in incident management as defined in relevant statutes and directives.
- Establishes the multi-agency organizational structures and processes required to implement the authorities, roles, and responsibilities for incident management.

This plan is applicable to all departments and agencies that may be requested to provide assistance or conduct operations in the context of actual or potential disasters or emergencies.

Disasters or emergencies are high impact events that require a coordinated and effective response by an appropriate combination of County, municipal, private sector, and nongovernmental entities in order to save lives, minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Key Concepts

II. Planning Assumptions and Considerations

The EOP is based on the planning assumptions and considerations presented in this section.

- Incidents are typically managed at the lowest possible organizational and jurisdictional level.
- Incident management activities will be initiated and conducted using the principles contained in the NIMS and the ICS.
- The combined expertise and capabilities of government at all levels, the private sector, and nongovernmental organizations will be required to prevent, prepare for, respond to, and recover from disasters and emergencies.
- Disasters and emergencies require the Effingham County Emergency Management Agency to coordinate operations and/or resources, and may:
 - Occur at any time with little or no warning in the context of a general or specific threat or hazard;
 - Require significant information sharing at the unclassified and classified levels across multiple jurisdictions and between the public and private sectors;
 - Involve single or multiple jurisdictions;
 - Have significant regional impact and/or require significant regional information sharing, resource coordination, and/or assistance;
 - Span the spectrum of incident management to include prevention, preparedness, response, and recovery;
 - Involve multiple, highly varied hazards or threats on a regional scale;
 - Result in numerous casualties; fatalities; displaced people; property loss; disruption of normal life support systems, essential public services, and basic infrastructure; and significant damage to the environment;
 - Impact critical infrastructures across sectors;
 - Overwhelm capabilities of municipal governments, and private sector infrastructure owners and operators;
 - Attract a sizeable influx of independent, spontaneous volunteers and supplies;
 - Require extremely short notice asset coordination and response timelines; and
 - Require prolonged, sustained incident management operations and support activities.
- Top priorities for incident management are to:
 - Save lives and protect the health and safety of the public, responders, and recovery workers;
 - Ensure security of the county;
 - Prevent an imminent incident, including acts of terrorism, from occurring;

Protect and restore critical infrastructure and key resources;

Conduct law enforcement investigations to resolve the incident, apprehend the perpetrators, and collect and preserve evidence for prosecution and/or attribution;

Protect property and mitigate the damage and impact to individuals, communities, and the environment; and

Facilitate recovery of individuals, families, businesses, governments, and the environment.

Deployment of resources and incident management actions during an actual or potential terrorist incident are conducted in coordination with the Georgia Bureau of Investigation (GBI) and Federal Bureau of Investigation (FBI).

Departments and agencies at all levels of government and certain NGOs, such as the American Red Cross, may be required to deploy to disaster areas or emergency events on short notice to provide timely and effective mutual aid and/or intergovernmental assistance.

The degree of County involvement in incident operations depends largely upon the specific authority or jurisdiction. Other factors that may be considered include:

The municipal needs and/or requests for external support, or ability to manage the incident;

The economic ability of the affected entity to recover from the incident;

The type or location of the incident;

The severity and magnitude of the incident; and

The need to protect the public health or welfare or the environment.

Departments and agencies support these mission in accordance with authorities and guidance and are expected to provide:

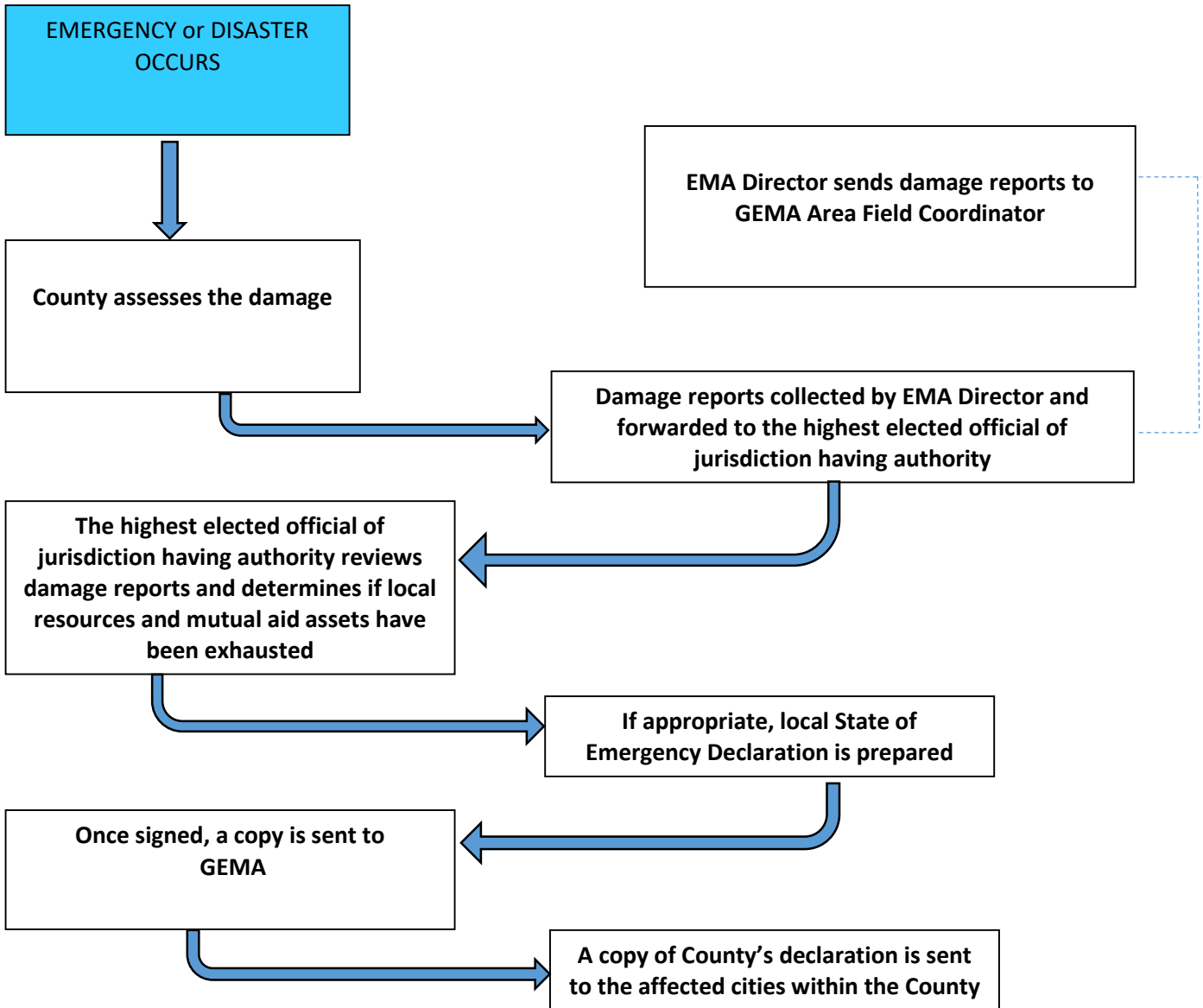
Initial and/or ongoing response, when warranted, under their own authorities and funding;

Alert, notification, pre-positioning, and timely delivery of resources to enable the management of potential and actual disasters or emergencies; and

Proactive support for catastrophic or potentially catastrophic incidents using protocols for expedited delivery of resources.

For disasters or emergencies that are Presidentially declared, state and/or Federal support is delivered in accordance with relevant provisions of the Stafford Act. (Note that while all Presidentially declared disasters and emergencies under the Stafford Act are considered incidents of critical significance, not all incidents necessarily result in disaster or emergency declarations under the Stafford Act.)

Emergency Declaration Page



It is anticipated and expected that if the emergency or disaster is obviously widespread and all local resources mutual aid assets have already been exhausted, the highest elected official of jurisdiction having authority can make a declaration without waiting for a report regarding damages.

This section summarizes key concepts that are reflected throughout the EOP.

Item XI. 5.

- Systematic and coordinated incident management, including protocols for:
 - Coordinated action;
 - Alert and notification;
 - Mobilization of County resources to augment existing municipal capabilities;
 - Operating under differing threats or threat levels; and
 - Integration of crisis and consequence management functions.
- Proactive notification and deployment of resources in anticipation of or in response to catastrophic events in coordination and collaboration with municipal governments and private entities when possible.
- Organizing interagency efforts to minimize damage, restore impacted areas to pre- incident conditions if feasible, and/or implement programs to mitigate vulnerability to future events.
- Coordinating worker safety and health, private sector involvement, and other activities that are common to the majority of incidents (see Support Annexes).
- Organizing ESFs to facilitate the delivery of critical resources, assets, and assistance. Departments and agencies are assigned to lead or support ESFs based on authorities, resources, and capabilities.
- Providing mechanisms for vertical and horizontal coordination, communications, and information sharing in response to threats or incidents. These mechanisms facilitate coordination among municipal entities and the County Government, as well as between the public and private sectors.
- Facilitating support to County departments and agencies acting under the requesting department or agency's own authorities.
- Developing detailed supplemental operations, tactical, and hazard specific contingency plans and procedures.
- Providing the basis for coordination of interdepartmental and municipal planning, training, exercising, assessment, coordination, and information exchange.

III. Roles and Responsibilities

Local Government Responsibilities

Police, fire, public health and medical, emergency management, public works, environmental response, and other personnel are often the first to arrive and the last to leave an incident site. In some instances, a County agency in the area may act as a first responder, and the assets of County agencies may be used to advise or assist municipal officials in accordance with agency authorities and procedures. Mutual aid agreements provide mechanisms to mobilize and employ resources from neighboring jurisdictions to support the incident command. When resources and capabilities are overwhelmed, the County may request State assistance under a Governors disaster or emergency declaration.

Summarized below are the responsibilities of the Chief Executive Officer.

A municipal mayor or city or County Chairman or their designee, as a jurisdictions chief executive, is responsible for the public safety and welfare of the people of that jurisdiction. The Chief Executive Officer:

- Is responsible for coordinating resources to address the full spectrum of actions to prevent, prepare for, respond to, and recover from incidents involving all hazards including terrorism, natural disasters, accidents, and other contingencies;
- Dependent upon law, has extraordinary powers to suspend laws and ordinances, such as to establish a curfew, direct evacuations, and, in coordination with the health authority, to order a quarantine;
- Provides leadership and plays a key role in communicating to the public, and in helping people, businesses, and organizations cope with the consequences of any type of incident within the jurisdiction;
- Negotiates and enters into mutual aid agreements with other jurisdictions to facilitate resource sharing; and
- Requests State and, if necessary, Federal assistance through the Governor of the State when the jurisdictions capabilities have been exceeded or exhausted.

Emergency Support Functions

The EOP applies a functional approach that groups the capabilities of municipal and county departments and some volunteer and non-government organizations into ESFs to provide the planning, support, resources, program implementation, and emergency services that are most likely to be needed during disaster or emergency incidents. The County response to actual or potential disasters or emergencies is typically provided through the full or partial activation of the ESF structure as necessary. The ESFs serve as the coordination mechanism to provide assistance to municipal governments or to County departments and agencies conducting missions of primary County responsibility.

Each ESF is comprised of primary and support agencies. The EOP identifies primary agencies on the basis of authorities, resources, and capabilities. Support agencies are assigned based on resources and capabilities in a given functional area. The resources provided by the ESFs reflect categories identified in the NIMS. ESFs are expected to support one another in carrying out their respective roles and responsibilities. Additional discussion on roles and responsibilities of ESF primary agencies, and support agencies can be found in the introduction to the ESF Annexes.

Note that not all disaster or emergency incidents result in the activation of all ESFs. It is possible that an incident can be adequately addressed by agencies through activation of certain EOP elements without the activation of ESFs. Similarly, operational security considerations may dictate that activation of EOP elements be kept to a minimum, particularly in the context of certain terrorism prevention activities.

Nongovernmental and Volunteer Organizations

Nongovernmental and volunteer organizations collaborate with first responders, governments at all levels, and other agencies and organizations providing relief services to sustain life, reduce physical and emotional

distress, and promote recovery of disaster victims when assistance is not available from other sources. For example, the American Red Cross is an NGO that provides relief at the local level and also supports the Mass Care element of ESF 6. Community based organizations receive government funding to provide essential public health services.

The Voluntary Organizations Active in Disaster (VOAD) is a consortium of approximately 30 recognized organizations of volunteers active in disaster relief. Such entities provide significant capabilities to incident management and response efforts at all levels. For example, the wildlife rescue and rehabilitation activities conducted during a pollution emergency are often carried out by private, nonprofit organizations working with natural resource trustee agencies.

Private Sector

EOP primary and support agencies coordinate with the private sector to effectively share information, form courses of action, and incorporate available resources to prevent, prepare for, respond to, and recover from disasters and emergencies.

Roles

The roles, responsibilities, and participation of the private sector during a disaster or emergency incident vary based on the nature of the organization and the type and impact of the incident. The roles of private sector organizations are summarized below.

- Impacted Organization or Infrastructure

Private sector organizations may be affected by direct or indirect consequences of the incident, including privately owned critical infrastructure, key resources, and those main private sector organizations that are significant to regional economic recovery from the incident. Examples of privately owned infrastructure include transportation, telecommunications, private utilities, financial institutions, and hospitals.

- Response Resource

Private sector organizations provide response resources (donated or compensated) during an incident - including specialized teams, equipment, and advanced technologies - through public private emergency plans, mutual aid agreements, or incident specific requests from government and private sector volunteer initiatives.

- Regulated and/or Responsible Party

Owners/operators of certain regulated facilities or hazardous operations may bear responsibilities under the law for preparing for and preventing incidents from occurring, and responding to an incident once it occurs. For example, some activities are required by law or regulation to maintain emergency (incident) preparedness plans, procedures, and facilities and to perform assessments, prompt notifications, and training for a response to an incident.

- State/Emergency Organization Member

- Private sector organizations may serve as active partners in emergency preparedness and response organizations and activities.

Responsibilities

Private sector organizations support the EOP (voluntarily or to comply with applicable laws and regulations) by sharing information with the government, identifying risks, performing vulnerability assessments, developing emergency response and business continuity plans, enhancing their overall readiness, implementing appropriate prevention and protection programs, and donating or otherwise providing goods

and services through contractual arrangement or government purchases to assist in response to and recovery from an incident.

Certain organizations are required by existing law and regulation to bear the cost of planning and response to incidents, regardless of cause. In the case of an Incident of Critical Significance, these private sector organizations are expected to mobilize and employ the resources necessary and available in accordance with their plans to address the consequences of incidents at their own facilities or incidents for which they are otherwise responsible.

Response Resources

Unless the response role is inherently governmental (e.g., law enforcement, etc.), private sector organizations are encouraged to develop and maintain capabilities to respond to and manage a complete spectrum of incidents and emergencies. The County Government maintains ongoing interaction with the critical infrastructure and key resource industries to provide coordination for prevention, preparedness, response, and recovery activities. When practical, or when required under law, private sector representatives should be included in planning and exercises. In some cases, the government may direct private sector response resources when they have contractual relationships, using government funds.

Functional Coordination

The primary agency/agencies for each ESF maintain(s) working relations with its associated private sector counterparts through partnership committees or other means (e.g., ESF 2, Communications - telecommunications industry; ESF 10, Hazardous Materials - oil and hazardous materials industries; etc.).

Citizen Involvement

Strong partnerships with citizen groups and organizations provide support for incident management prevention, preparedness, response, recovery, and mitigation.

The US Citizen Corps brings these groups together and focuses efforts of individuals through education, training, and volunteer service to help make communities safer, stronger, and better prepared to address the threats of terrorism, crime, public health issues, and disasters of all kinds.

Citizen Corps Councils Implement Citizen Corps programs, which include Community Emergency Response Teams (CERTs), Medical Reserve Corps, Neighborhood Watch, Volunteers in Police Service, and the affiliate programs; provide opportunities for special skills and interests; develop targeted outreach for special needs groups; and organize special projects and community events.

Citizen Corps Affiliate Programs expand the resources and materials available to communities through partnerships with programs and organizations that offer resources for public education, outreach, and training; represent volunteers interested in helping to make their communities safer; or offer volunteer service opportunities to support first responders, disaster relief activities, and community safety efforts.

Other programs unaffiliated with Citizen Corps also provide organized citizen involvement opportunities in support of response to major disasters and events of Critical Significance.

Citizen Corps

The Citizen Corps works through a Citizen Corps Council that brings together leaders from law enforcement, fire, emergency medical and other emergency management, volunteer organizations, elected officials, the private sector, and other community stakeholders.

IV. CONCEPT OF OPERATIONS

Mitigation

Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures implemented prior to, during, or after an incident are intended to prevent the occurrence of an emergency, reduce the community's vulnerability and/or minimize the adverse impact of disasters or emergencies. A preventable measure, for instance, is the enforcement of building codes to minimize such situations.

Preparedness

Actions taken to avoid an incident or to intervene to stop an incident from occurring. Preparedness involves actions taken prior to an emergency to protect lives and property and to support and enhance disaster response. Planning, training, exercises, community awareness and education are among such activities.

Response

Activities that address the short-term, direct effects of an incident. These activities include immediate actions to preserve life, property, and the environment; meet basic human needs; and maintain the social, economic, and political structure of the affected community. Also included are direction and coordination, warning, evacuation, and similar operations that help reduce casualties and damage, and speed recovery.

Recovery

The development, coordination, and execution of service- and site restoration plans and the reconstitution of government operations and services through individual, private- sector, nongovernmental, and public assistance programs. Short-term recovery includes damage assessment and the return of vital functions, such as utilities and emergency services, to minimum operating standards. When rebuilding and re-locating is due to damaged property, long-term recovery activities may continue for years.

General

- A basic premise of the EOP is that incidents are generally handled at the lowest jurisdictional level possible. Police, fire, public health, medical, emergency management, and other personnel are responsible for incident management at that level. Accordingly, in order to protect life and property from the effects of emergencies, government is responsible for all emergency management activities. When operating under such conditions, Effingham Emergency Management Agency will utilize all available resources from within the County, including voluntary and private assets, before requesting other assistance. After an emergency exceeds local capacity to respond, assistance will be requested from other jurisdictions and the state through GEMA. Upon a Presidential declaration, assistance as requested by the state may be provided through Federal ESFs and/or other resources.
- Consistent with the commitment to comprehensive emergency management, this plan addresses major emergency situations that may develop in the county. It outlines activities that address mitigation, preparedness, response and recovery. The plan emphasizes the capacity of Effingham Emergency Management Agency.
- In coordination with the county and municipal governments, Effingham Emergency Management Agency will implement interagency coordination for emergency operations.
- In coordination with the county and municipal governments, Effingham Emergency Management

Agency, via the public information designee, will release all emergency information.

- If an agency requests functional support from another agency or organization, assigned personnel and resources will be coordinated by the agency responsible for the ESF.
- All agencies will inform Effingham Emergency Management Agency of personnel assigned to work in the Emergency Operations Center (EOC.)

V. DIRECTION AND CONTROL

Continuity of Government/Continuity of Operations (COG/COOP)

Local governments and jurisdictions must be prepared to continue their minimum essential functions throughout the spectrum of possible threats from natural disasters through acts of terrorism. COG/COOP planning facilitates the performance of State and local government and services during an emergency that may disrupt normal operations.

- Government continuity planning facilitates the performance government and services during an emergency that may disrupt normal operations. Contingency plans for the continuity of operations of vital government functions and jurisdictions will allow agencies to continue their minimum essential operations and maintain authority. These plans include the spectrum of possible threats from natural disasters through acts of terrorism.
- Continuity of Government (COG) and Continuity of Operations (COOP) measures will establish lines of personnel succession, ensuring that authority is delegated to appropriate personnel prior to an emergency. Executive office personnel and agency managers will identify, notify, and train the individuals next in line. In addition, personnel will be familiar with alert, notification and deployment procedures to provide for command and control of response and recovery operations.
- Preservation of Records addresses the protection of essential records (e.g., vital statistics, deeds, corporation papers, operational plans, resource data, personnel and payroll records, inventory lists, laws, charters, and financial documents) by the appropriate agency following an emergency or disaster. Governments will plan for preservation of succession and delegation of authority and records necessary for carrying out governments legal and financial functions and the protection of legal and financial rights of citizens.
- The EMA director, under the direction of the local government, is responsible for the following, but not limited to:
 - Determine who is responsible for direction and control at the executive level;
 - Describe the decision process for implementing COG/COOP plans and procedures, including reliable, effective, and timely notification;
 - Establish measures for the protection of vital records;
 - Identify the agencies and personnel (including lines of succession) responsible for providing water, electricity, natural gas, sewer, and sanitation services in affected areas;
 - Identify the location of and contact points for Emergency Management Assistance Compacts (EMACs), Memoranda of Understanding (MOU), and other cooperative agreements

- COG/COOP succession of authority plans are outlined in the Effingham County Emergency Management Agency Emergency Operations Plan Annex.

VI. INCIDENT MANAGEMENT ACTIONS

Services and Resources

An emergency or disaster may place great demands on services and resources. Priority will be based on essential needs, such as food, water, and medical assistance. Other services and resources will be acquired after establishing the need.

Commitment of Services and Resources

- Local governments will commit services and resources in order to save lives and protect property. Response agencies will first utilize services and resources available through their agency or organization. Additional needs may be met from other governments, agencies and/or organizations through mutual-aid or Memorandums of Understanding (MOU). After these sources have been exhausted, additional state resources may be requested from GEMA through the EOC. Effingham County Emergency Management Agency maintains an extensive service and resource directory that is maintained by ESF 7.
- Detailed records of expenditures are required by all agencies and organizations responding to a disaster for possible reimbursement, such as through an authorized Federal disaster declaration.

Local Involvement

Effingham County Emergency Management Agency will coordinate the efforts of agencies and organizations responsible for plan development of ESFs and major revisions. It is strongly recommended that the agencies involved in an ESF conduct coordination meetings and develop an ESF plan for their response to each level of activation. The plan will be reviewed annually and major revisions completed, as necessary.

State Involvement

Coordination of emergency management planning and operations and service and resource sharing across jurisdictional boundaries is necessary. Consequently, the state may be able to assist in the planning process (e.g., radiological, hurricane planning). Effingham County Emergency Management Agency will coordinate the type and level of assistance. Agencies and organizations with ESF responsibilities will be involved in such planning. This assistance should be interpreted as supporting agencies with ESF responsibilities and enhancing emergency capabilities.

Standard Operating Procedures

Most agencies and organizations within Effingham County and its municipalities have emergency functions to perform in addition to their other duties. Each agency and/or organization with primary ESF responsibilities, in conjunction with support agencies and organizations, will develop and maintain Standard Operating Procedures (SOPs). These procedures provide detailed direction and coordination of ESF responsibilities and critical emergency tasks.

Emergency Operations

Organizational responsibilities are included in each ESF.

Local Responsibilities

Effingham County Emergency Management Agency is responsible for the following:

- Assist and advise all agencies and/or organizations in the development and coordination of ESFs to ensure necessary planning;
- Brief and train EOC personnel and volunteers as well as conduct periodic exercises to evaluate support function responsibilities;
- Manage the EOC for operational readiness;
- Coordinate with other emergency management agencies, GEMA, and other emergency response organizations;
- Maintain a list of all agency contacts including telephone and email addresses (Refer to Effingham County Emergency Management Agency EOC Telephone Directory) ;
- Update, maintain and distribute the plan and all major revisions to agencies and organizations contained on the distribution list;
- Advise Effingham County Emergency Management Agency officials, municipalities and agencies with ESF responsibilities on the nature, magnitude, and effects of an emergency; and
- Coordinate with public information officials to provide emergency information for the public.

Agencies and organizations with ESF responsibilities will:

- Develop and maintain the ESF and SOPs, in conjunction with Effingham County Emergency Management Agency and other supporting agencies;
- Designate agency and organization personnel with emergency authority to work on planning, mitigation, preparedness and response issues and commit resources. Staff assignments should include personnel who are trained to work in the EOC;
- Maintain an internal emergency management personnel list with telephone numbers and email addresses;
- Provide for procurement and management of resources for emergency operations and maintain a list of such resources;
- Participate in training and exercises to evaluate and enhance ESF capabilities;
- Negotiate and prepare MOUs that impact the specific ESF, in conjunction with Effingham County Emergency Management Agency ; and
- Establish procedures for the maintenance of records, including personnel, travel, operations and maintenance expenditures and receipts.

Effingham County Emergency Management Agency is responsible for the following:

Item XI. 5.

- Assist and advise all agencies and/or organizations in the development and coordination of ESFs to ensure necessary planning;
- Brief and train EOC personnel and volunteers as well as conduct periodic exercises to evaluate support function responsibilities;
- Manage the EOC for operational readiness;
- Coordinate with other emergency management agencies, GEMA, and other emergency response organizations;
- Maintain a list of all agency contacts including telephone and email addresses (Refer to Effingham County Emergency Management Agency EOC Telephone Directory) ;
- Update, maintain and distribute the plan and all major revisions to agencies and organizations contained on the distribution list;
- Advise Effingham County Emergency Management Agency officials, municipalities and agencies with ESF responsibilities on the nature, magnitude, and effects of an emergency; and
- Coordinate with public information officials to provide emergency information for the public.

Agencies and organizations with ESF responsibilities will:

- Develop and maintain the ESF and SOPs, in conjunction with Effingham County Emergency Management Agency and other supporting agencies;
- Designate agency and organization personnel with emergency authority to work on planning, mitigation, preparedness and response issues and commit resources. Staff assignments should include personnel who are trained to work in the EOC;
- Maintain an internal emergency management personnel list with telephone numbers and email addresses;
- Provide for procurement and management of resources for emergency operations and maintain a list of such resources;
- Participate in training and exercises to evaluate and enhance ESF capabilities;
- Negotiate and prepare MOUs that impact the specific ESF, in conjunction with Effingham County Emergency Management Agency ; and
- Establish procedures for the maintenance of records, including personnel, travel, operations and maintenance expenditures and receipts.

Plan Maintenance

Effingham County Emergency Management Agency is the executive agent for EOP management and maintenance. The EOP will be updated periodically as required to incorporate new directives and changes based on lessons learned from exercises and actual events. This section establishes procedures for interim changes and full updates of the EOP.

- ***Types of Changes***

Changes include additions of new or supplementary material and deletions. No proposed change should contradict or SIGN authorities or other plans contained in statute, order, or regulation.

- ***Coordination and Approval***

Any department or agency with assigned responsibilities under the EOP may propose a change to the plan. Effingham County Emergency Management Agency is responsible for coordinating all proposed modifications to the EOP with primary and support agencies and other stakeholders, as required. Effingham County Emergency Management Agency will coordinate review and approval for proposed modifications as required.

- ***Notice of Change***

After coordination has been accomplished, including receipt of the necessary signed approval supporting the final change language, Effingham County Emergency Management Agency will issue an official Notice of Change. Once published, the modifications will be considered part of the EOP for operational purposes pending a formal revision and redistribution of the entire document.

- ***Distribution***

Effingham County Emergency Management Agency will distribute Notices of Change to all participating agencies. Notices of Change to other organizations will be provided upon request.

- ***Redistribution of the EOP***

Working toward continuous improvement, Effingham County Emergency Management Agency is responsible for an annual review and updates of the EOP. The review and update will consider lessons learned and best practices identified during exercises and responses to actual events, and incorporate new information technologies. Effingham County Emergency Management Agency will distribute revised EOP documents for the purpose of interagency review and concurrence.

EOP-Supporting Documents and Standards for Other Emergency Plans

As the core plan for domestic incident management, the EOP provides the structures and processes for coordinating incident management activities for terrorist attacks, natural disasters, and other emergencies. Following the guidance provided, the EOP incorporates existing emergency and incident management plans (with appropriate modifications and revisions) as integrated components of the EOP, as supplements, or as supporting operational plans. Accordingly, departments and agencies must incorporate key EOP concepts and procedures for working with EOP organizational elements when developing or updating incident management and emergency response plans. When an agency develops an interagency plan that involves events within the scope of disaster and emergency incidents, these plans are coordinated with Effingham County Emergency Management Agency to ensure consistency with the EOP, and are incorporated into the EOP, either by reference or as a whole. Effingham County Emergency Management Agency will maintain a complete set of current local interagency plans. Incident management and emergency response plans must include, to the extent authorized by law:

- Principles and terminology of the NIMS;
- Reporting requirements of the EOP;
- Linkages to key EOP organizational elements such as the EOC; and
- Procedures for transitioning from localized incidents to incidents that require state or federal assistance. The broader range of EOP-supporting documents includes strategic, operational, tactical, and incident specific or hazard specific contingency plans and procedures. Strategic plans are developed based on long-range goals, objectives, and priorities. Operational-level plans merge the on scene tactical concerns with overall strategic objectives. Tactical plans include detailed, specific actions and descriptions of resources required to manage an actual or potential incident. Contingency plans are based on specific scenarios and planning assumptions related to a geographic area or the projected impacts of an individual hazard.
The following is a brief description of EOP-related documents.

National Incident Management System

The NIMS provides a core set of doctrine, concepts, terminology, and organizational processes to enable effective, efficient, and collaborative incident management at all levels.

State and Local Emergency Operations Plans

State and local emergency operations plans are created to address a variety of hazards. Examples include:

- State emergency operations plans designed to support State emergency management functions.
- Emergency operations plans created at the municipal level to complement State emergency operations plans.

Hazard Mitigation Plans

Hazard mitigation plans are developed by States and communities to provide a framework for understanding vulnerability to and risk from hazards, and identifying the pre-disaster and post-disaster mitigation measures to reduce the risk from those hazards. Multihazard mitigation planning requirements were established by Congress through the Stafford Act, as amended by the Disaster Mitigation Act of 2000.

Private Sector Plans

Private sector plans are developed by privately owned companies/corporations. Some planning efforts are mandated by statute (e.g., nuclear power plant operations), while others are developed to ensure business continuity.

Nongovernmental and Volunteer Organization Plans

Volunteer and nongovernmental organization plans are plans created to support State and Federal emergency preparedness, response, and recovery operations. Plans include a continuous process of assessment, evaluation, and preparation to ensure that the necessary authorities, organization, resources, coordination, and operation procedures exist to provide effective delivery of services to disaster clients as well as provide integration into planning efforts at all government levels.

Planning and Operations Procedures

Procedures provide operational guidance for use by emergency teams and other personnel involved in conducting or supporting incident management operations.

These documents fall into five basic categories:

- Overviews that provide a brief concept summary of an incident management function, team, or capability;
- Standard operating procedures (SOPs) or operations manuals that provide a complete reference document, detailing the procedures for performing a single function (i.e., SOP) or a number of interdependent functions (i.e., operations manual) ;
- Field operations guides or handbooks that are produced as a durable pocket or desk guide, containing essential tactical information needed to perform specific assignments or functions;
- Point of contact lists; and

Job aids such as checklists or other tools for job performance or job training.

EMERGENCY SUPPORT FUNCTION 1 TRANSPORTATION

Primary Agency

Effingham Board of Education

Support Agencies

Effingham County Prison

Effingham Public Works

I. INTRODUCTION

The emergency support function of transportation services involves direction and coordination, operations, and follow-through during an emergency or disaster.

i. Purpose

1. To support and assist municipal, county, private sector, and voluntary organizations requiring transportation for an actual or potential disaster or emergency.
2. To assist city and county agencies and other ESFs with the emergency efforts to transport people. The priorities for allocation of these assets will be:
 - a. Evacuating persons from immediate peril.
 - b. Transporting personnel for the support of emergency activities.
 - c. Transporting relief personnel necessary for recovery from the emergency.

ii. Scope

The emergency operations necessary for the performance of this function include but are not limited to:

1. Preparedness

- a. Maintain current inventories of local government transportation facilities, supplies, and equipment by mode.
- b. Maintain current resource directories of all commercial and industrial transportation assets, facilities, and supplies within the County, to include maintaining points of contact, their geographic locations, territories, and operating areas.
- c. Establish and maintain liaison with the state and adjacent county transportation officials.
- d. Plan for supporting all types of evacuation(s) to include lock down of draw bridges, suspension of highway construction and maintenance, lane reversal on evacuation routes, and state traffic

management plans and operations.

- e. Estimate logistical requirements (e.g., personnel, supplies and equipment, facilities, and communications) during the planning process and through exercises. Develop appropriate transportation packages to support likely scenarios.
- f. Participate in exercises and training to validate this annex and supporting SOPs.
- g. Ensure all ESF 1 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

2. Response

- a. Identify transportation needs required to respond to the emergency.
- b. Coordinate with GEMA for use of state transportation assets.
- c. Identify, obtain, prioritize and allocate available transportation resources.
- d. Report the locations of damage to transportation infrastructure, degree of damage, and other available information to ESF 5.
- e. Assist local governments in determining the most viable, available transportation networks to, from, and within the disaster area, and regulate the use of such networks as appropriate.
- f. Coordinate emergency information for public release through ESF 15.
- g. Plan for transportation support of mobilization sites, staging areas, and distribution points.

3. Recovery

- a. Continue to render transportation support when and where required as long as emergency conditions exist.
- b. Coordinate the repair and restoration of transportation infrastructure with the assistance of ESF 3.
- c. Evaluate and task the transportation support requests for impacted areas.
- d. Anticipate, plan for, and ready the necessary notification systems to support damage assessment teams, establishment of staging areas, distribution sites, and other local, state, and federal recovery facilities in the impacted area.
- e. Anticipate, plan for, and ready the necessary notification systems to support the deployment of mutual aid teams, and work teams and activities in the impacted area.
- f. Ensure that ESF 1 team members or their agencies maintain appropriate records of costs incurred during the event.

4. Mitigation

- a. Support and plan for mitigation measures.
- b. Support requests and directives resulting from the County Commission concerning mitigation and/or redevelopment activities.
- c. Document matters that may be needed for inclusion in briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

i. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

The emergency transportation function is the primary responsibility of Effingham Board of Education and support for this function is the responsibility of Effingham County Prison and Effingham Public Works.

ii. Actions

1. Mitigation/Preparedness

- a. Plan and coordinate with support agencies and organizations.
- b. Maintain a current inventory of transportation resources.
- c. Establish policies, procedures, plans, and programs to effectively address transportation needs.
- d. Recruit, designate, and maintain a list of emergency personnel.
- e. Participate in drills and exercises to evaluate transportation capabilities.

2. Response/Recovery

- a. Staff the EOC when notified by the EMA director.
- b. Establish and maintain a working relationship with support agencies, transportation industries, and private transportation providers.
- c. Provide transportation resources, equipment, and vehicles, upon request.
- d. Channel transportation information for public release, through the EOC and continue providing information and support upon re-entry.
- e. Maintain records of expenditures and document resources utilized during recovery.

III. RESPONSIBILITIES

iii. Effingham Board of Education

Make school buses, resources, personnel, equipment, vehicles and fuel available as needed to assist in fulfilling transportation needs.

iv. Effingham County Prison

Immediately following an incident of critical significance, assess the overall status of the transportation system within the county and begin determination of potential needs and resources.

v. Effingham Public Works

Coordinate with the support agencies in directing transportation resources and prioritizing the needs for transportation services as well as providing temporary signs and assisting with refueling needs.

EMERGENCY SUPPORT FUNCTION 2 COMMUNICATIONS

Primary Agency

Effingham 9-1-1

Support Agencies

Amateur Radio Emergency Service
Effingham Board of Education
Effingham County Emergency Management Agency
Effingham County Sheriff's Office
Effingham Fire Rescue
Georgia Forestry Commission

I. INTRODUCTION

The emergency support function of communications and warning involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF has been established to assure the provision of communications support to municipal, county, and private sector response efforts during a disaster or emergency.

1. ESF 2 will identify communications facilities, equipment and personnel that could be made available to support disaster recovery efforts.
2. ESF 2 will identify planned actions of telecommunications companies to restore services.
3. ESF 2 will coordinate the acquisition and deployment of communications equipment, personnel and resources to establish temporary communications capabilities following a disaster.

B. Scope

1. Communications is information transfer and involves the technology associated with the representation, transfer, interpretation, and processing of data among persons, places, and machines. It includes transmission, emission, or reception of signs, signals, writing, images, and sounds or intelligence of any nature by wire, radio, optical, or other electromagnetic systems.
2. ESF 2 plans, coordinates and assists with the provision of communications support to county disaster response elements. This ESF will coordinate emergency warnings and communications equipment and services from local, county and state agencies, voluntary groups, the telecommunications industry and the military.
3. ESF 2 will serve as the focal point of contingency response communications activity in Effingham County before, during and after activation of the EOC.
4. Operations necessary for the performance of this function include but are not limited to:

a. Preparedness

- i. Identify public and private communications facilities, equipment, and personnel located throughout Effingham County including emergency communications vehicles or mobile command posts.
- ii. Identify actual and planned actions of commercial telecommunications companies to restore services.
- iii. Coordinate the acquisition and deployment of communications equipment, personnel, and resources to establish temporary communications capabilities.
- iv. Develop and coordinate frequency management plans, including talk groups and trunked radio for use in disaster areas.
- v. Develop a long distance communications strategy for implementation during disasters.
- vi. Assess pre-event needs and develop plans to pre-stage assets for rapid deployment into disaster areas.
- vii. Develop plans to prioritize the deployment of services based on available resources and critical needs.
- viii. Plan for operations involving coordination with the state to coordinate communications assets beyond County capability.
- ix. Provide reliable links and maintain available support services for disaster communications with local, county, and state, agencies.
- x. Ensure all ESF 2 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.
- xi. Participate in tests and exercises to evaluate the county emergency response capability.

b. Response

- i. Conduct communications needs assessments (to include determining status of all communications systems), prioritize requirements, and make recommendations to deploy equipment and personnel to affected area, as required.
- ii. Identify actual actions of commercial telecommunications companies to restore services.
- iii. Maintain constant two-way communication with all appropriate emergency operating services of county and local governments.
- iv. Implement frequency management plan in the disaster area, including talk groups and trunked radio, as required.
- v. Provide capability for responsible officials to receive emergency information and communicate decisions.
- vi. Establish communications with GEMA SOC to coordinate communications assets, personnel, and resources and mobile command vehicles as needed.

c. Recovery

- i. Arrange for alternate communication systems to replace systems that are inoperative due to damage from disasters.
- ii. Maintain or restore contact with the other EOCs (state, cities, and county emergency management/preparedness organizations), as capabilities allow.

- iii. Make communications channels available to provide appropriate information to the public concerning safety and resources required for disaster recovery.
- iv. Maintain or restore contact with all appropriate emergency operations services of county government.
- v. Gather communications damage assessment information from public and private organizations (including telephone outages) and report to ESF 5.
- vi. Assess the need for and obtain telecommunications industry support as needed.
- vii. Prioritize the deployment of services based on available resources and critical needs.
- viii. Anticipate and plan for arrival of, and coordination with, GEMA ESF 2 personnel in the SOC and other established facilities.
- ix. Ensure ESF 2 team members or their agencies, maintain appropriate records of costs incurred during the event.

d. Mitigation

- i. Support and plan for mitigation measures.
- ii. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

The emergency communications and warning function is the primary responsibility of Effingham 9-1-1 and support for this function is the responsibility of Amateur Radio Emergency Service, Effingham Board of Education, Effingham County Emergency Management Agency, Effingham County Sheriff's Office, Effingham Fire Rescue and Georgia Forestry Commission.

B. Actions

1. Mitigation/Preparedness

- a. Establish methods of communications and warning for probable situations including type of emergency, projected time, area to be affected, anticipate severity, forthcoming warnings, and actions necessary.
- b. Ensure that primary and alternate communications systems are operational.
- c. Recruit, train, and designate communications and warning operators for the EOC.
- d. Establish warning systems for critical facilities;

- e. Provide communications systems for the affected emergency or disaster area.
- f. Develop maintenance and protection arrangements for disabled communications equipment.
- g. Participate in drills and exercises to evaluate local communications and warning response capabilities.

2. Response/Recovery

- a. Verify information with proper officials.
- b. Establish communication capability, between and among EOC, agencies and organizations with ESF responsibilities, other jurisdictions, and SOC.
- c. Coordinate communications with response operations, shelters, lodging, and food facilities.
- d. Provide a system for designated officials to communicate with the public including people with special needs, such as hearing impairments and non-English speaking.
- e. Warn critical facilities.
- f. Continue coordinated communications to achieve rapid recovery and contact with the SOC.
- g. Maintain records of expenditures and document resources utilized during recovery.

III. RESPONSIBILITIES

A. Effingham 9-1-1

- 1. Coordinate with each support agency through regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
- 2. Oversee the coordination and management of communications resources, facilities and equipment and initiate alternate and backup systems as needed.
- 3. Develop maintenance and protection arrangements for inoperative communications equipment.
- 4. Coordinate communications with response operations, shelters, lodging, and food facilities.
- 5. Continue coordinated communications to achieve rapid recovery and contact with the Emergency Operations Center (EOC).
- 6. Maintain records of expenditures and document resources utilized during response and recovery efforts.
- 7. Coordinate the various types of communications within the county, including landline telephones, cellular telephones, 800 MHz, VHF, marine band, amateur radio, citizens band radios and emergency response agencies in affected areas.

B. Amateur Radio Emergency Service

Amateur radio is prepared to provide point to point communications when all other communications methods are overloaded or nonfunctional. The group of volunteers typically provide and operate their own radio equipment. A local 2-meter repeater is provided by EMA on 146.745 MHz using tone 97.4 the repeater, and is located at the landfill tower site.

C. Effingham Board of Education

The Board of Education operates a UHF radio system, primarily between the school buildings and busses. This system could be utilized by other agencies in support of emergency operation. The school buildings have facilities for taking and handling phone calls, some with 30 or more

phone lines. The school system also has equipment to distribute messages to a call list and in info lines.

D. Effingham County Emergency Management Agency

Effingham EMA maintains satellite telephone service and has a single phone activated and ready. Effingham EMA is also responsible for the daily operations of the countywide trunked radio system. Technical support and infrastructure support is transferrable to other local radio systems. Effingham EMA also maintains a 5 Southern Linc phone/two-way radio devices in the event of a single cellular carrier outage.

E. Effingham County Sheriff's Office

1. Effingham Sheriff's Office maintains 24/7 dispatching service capabilities and provides a hub for incoming emergency calls that could be distributed to the appropriate emergency service, or transferred to E911.
2. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
3. Participate in drills and exercises, in order to evaluate local communications capability.
4. Maintain records of expenditures and document resources utilized during recovery, in accordance with Resource Support policies and procedures, and report these records to the Emergency Management Agency.
5. Coordinate communication asset information with the Emergency Management Agency.
6. Attend regular coordination meetings to ensure planning functions are implemented in support.

F. Effingham Fire Rescue

Effingham Fire has a large cache of mobile and portable radios.

G. Georgia Forestry Commission

Ga Forestry operates its own radio system that could be utilized to pass messages to Forestry headquarters in Macon and other destinations.

EMERGENCY SUPPORT FUNCTION 3 PUBLIC WORKS AND ENGINEERING

Primary Agency

Effingham Public Works

Support Agencies

City of Guyton

City of Rincon

City of Springfield

Effingham County Water and Sewer

I. INTRODUCTION

The emergency support function of public works and engineering involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF provides operational guidance to those who are assigned to work in public works and engineering services. The mission of this ESF is to remove debris from streets, eliminate hazards, manage storm damage, provide rapid restoration of water/sewer services, repair essential services, immediately provide damage assessment information and cooperate with other emergency agencies.

B. Scope

This ESF is structured to provide public works and engineering related support for the changing requirements of incident management to include preparedness, prevention, response, recovery, and mitigation actions. Functions include but are not limited to:

1. Preparedness

a. General

- i. Participate in exercises and training to validate this annex and supporting SOPs.
- ii. Ensure all ESF 3 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

b. Public Works and Engineering

- i. Assist with the provision of water (potable and non-potable) and ice into the disaster area if local supplies become inadequate.
- ii. In coordination with local emergency management officials, develop policy for conservation, distribution and use of potable and firefighting water.
- iii. Identify and locate chemicals to maintain a potable water supply.

- iv. Include in ESF 3 Standard Operating Procedures an alerting list, to include points-of-contact and telephone numbers, of agencies, counties, municipalities and organizations supporting public works and engineering functions.
- v. Maintain a current inventory of equipment and supplies, to include points-of-contact and telephone numbers, required to sustain emergency operations, including emergency power generators.
- vi. Establish operational needs for restoration of public works service during the emergency.
- vii. Develop and maintain listings of commercial and industrial suppliers of services and products, to include points-of-contact and telephone numbers associated with public works and engineering functions.
- viii. Plan engineering, contracting, and procurement assistance for emergency debris, snow or ice clearance, demolition, public works repair, and water supply, and sewer missions.
- ix. In conjunction with GEMA, plan for use of state resources to support ESF 3 operations.

- c. Damage Assessment: Coordinate the deployment of state damage assessment teams and other engineer teams into any area of the state.

2. Response

a. Public Works and Engineering

- i. Identify water and sewer service restoration, debris management, potable water supply, and engineering requirements as soon as possible.
- ii. Evaluate status of current resources to support ESF 3 operations.
- iii. Establish priorities to clear roads, repair damaged water/sewer systems and coordinate the provision of temporary, alternate or interim sources of emergency power and water/sewer services.
- iv. As needed, recommend priorities for water and other resource allocations.
- v. Procure equipment, specialized labor, and transportation to repair or restore public works systems.
- vi. Coordinate with GEMA for use of state assets.
- vii. Coordinate with ESF 6 for shelter support requirements.
- viii. Coordinate with ESF 5, ESF 8 and ESF 11 for advice and assistance regarding disposal of debris containing or consisting of animal carcasses.
- ix. Coordinate with ESF 10 for advice and assistance regarding disposal of hazardous materials.
- x. Coordinate with ESF 4 for advice and assistance regarding firefighting water supply.

b. Damage Assessment

- i. At the onset of an emergency or disaster, notify department/agency heads and local governments and volunteer organizations to have damage assessment and safety evaluation personnel available to deploy to affected area(s) and pre-position as appropriate.

- ii. Provide damage assessment coordinators and support for joint state/federal teams into the affected area, as required.
- iii. Coordinate with ESF 12 for public utility damage assessment information.
- iv. Collect, evaluate, and send damage assessment reports to ESF 5 and other appropriate agencies.
- v. Coordinate state and local damage assessment operations with related state and federal activities.
- vi. Prepare damage assessment documents in conjunction with GEMA where appropriate for a presidential emergency or major disaster declaration when necessary.

3. Recovery

a. General

- i. Anticipate and plan for arrival of and coordination with state and federal ESF 3 personnel in the EOC and/or the Joint Field Office (JFO).
- ii. Ensure that ESF 3 team members, their agencies, or other tasked organizations, maintain appropriate records of time and costs incurred during the event.

b. Public Works and Engineering

- i. Maintain coordination with all supporting agencies and organizations on operational priorities for emergency repair and restoration. Coordinate, as needed, for debris management operations on public and private property.
- ii. Continue to monitor restoration operations when and where needed as long as necessary and until all services have been restored.

- c. Damage Assessment: In conjunction with GEMA, develop disaster project worksheets as required.

4. Mitigation

- a. Support and plan for mitigation measures.
- b. Support requests and directives from GEMA concerning mitigation and/or re-development activities.
- c. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this section of the ESF, in

cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

Public works and engineering services is the primary responsibility of Effingham Public Works and support for this function is the responsibility of City of Guyton, City of Rincon, City of Springfield and Effingham County Water and Sewer.

1. Actions

a. Mitigation/Preparedness

- i. Recruit, train, and designate public works and engineering personnel to serve in the EOC.
- ii. Develop and maintain an inventory of equipment, supplies, and suppliers required to sustain emergency operations.
- iii. Prioritize service restoration for emergencies.
- iv. Establish liaison with support agencies, organizations, and the private sector to ensure responsiveness.
- v. Participate in drills and exercises to evaluate public works and engineering response capability.

b. Response/Recovery

- i. Alert emergency personnel of the situation and obtain necessary resources.
- ii. Establish response operations and support personnel working in the EOC.
- iii. Maintain coordination and support among applicable agencies and organizations and the private sector.
- iv. Channel all pertinent emergency information through the EOC.
- v. Assist in evaluating losses, recommending measures for conservation of resources, and responding to needs on a priority basis.
- vi. Conduct restoration and maintenance operations until completion of repair services.
- vii. Maintain records of expenditures and document resources utilized during recovery.

III. RESPONSIBILITIES

A. Effingham Public Works

1. Serve alongside Effingham EMA as the primary coordinator for debris removal and related tasks.
2. Assist with the provision of water (potable and non-potable) and ice into the disaster area if local supplies become inadequate.
3. In coordination with local emergency management officials, develop policy for conservation, distribution and use of potable and firefighting water.
4. Identify and locate chemicals to maintain a potable water supply.

5. Include an alerting list in the SOP, to include points-of-contact and telephone numbers, of agencies, counties, municipalities and organizations supporting public works and engineering functions.
6. Maintain a current inventory of equipment and supplies.
7. Establish operational needs for restoration of public works service during the emergency.
8. Develop and maintain listings of commercial and industrial suppliers of services and products, to include points-of-contact and telephone numbers associated with public works and engineering functions.
9. Coordinate with other ESFs to consolidate reports of damage and focus assessment efforts.
10. Maintain contact with municipal liaisons to collect and relay information.
11. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report expenditure records to the primary agency.

B. City of Guyton

1. Obtain required waivers and clearances related to ESF support.
2. Attend coordination meetings to ensure planning functions are implemented in support.
3. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they related to your responsibility. Also to develop procedures to obtain private sector support as required.
4. Assemble a list of public works and engineering related assets available to support recovery and coordinate this information with the EOC.
5. Request asset contributions from volunteer and private sector agencies.
6. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
7. Participate in drills and exercises to evaluate local communications capability.
8. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

C. City of Rincon

1. Obtain required waivers and clearances related to ESF support.
2. Attend coordination meetings to ensure planning functions are implemented in support.
3. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they related to your responsibility. Also to develop procedures to obtain private sector support as required.
4. Assemble a list of public works and engineering related assets available to support recovery and coordinate this information with the EOC.
5. Request asset contributions from volunteer and private sector agencies.
6. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
7. Participate in drills and exercises to evaluate local communications capability.

8. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

D. City of Springfield

1. Obtain required waivers and clearances related to ESF support.
2. Attend coordination meetings to ensure planning functions are implemented in support.
3. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they related to your responsibility. Also to develop procedures to obtain private sector support as required.
4. Assemble a list of public works and engineering related assets available to support recovery and coordinate this information with the EOC.
5. Request asset contributions from volunteer and private sector agencies.
6. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
7. Participate in drills and exercises to evaluate local communications capability.
8. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

E. Effingham County Water and Sewer

Effingham County water/sewer operations are based out of the South Effingham Wastewater Reclamation Facility located at 805 Low Ground Road. They have the capability through equipment and supplies to install, repair and/or cutoff damaged water lines within Effingham County in the event of an emergency. The Wastewater Reclamation Facility is a non-discharging, tertiary treatment plant.

EMERGENCY SUPPORT FUNCTION 4 FIREFIGHTING

Primary Agency

Effingham Fire Rescue

Support Agencies

Georgia Forestry Commission
Rincon Fire Department

I. INTRODUCTION

The emergency support function of firefighting services involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF provides a comprehensive mechanism to ensure appropriate utilization of local fire resources before and after the impact of a disaster. This will include but is not limited to the detection and suppression of urban, rural, and wildland fires resulting from, or occurring coincidentally with a significant natural or man-made disaster.

B. Scope

ESF 4 involves the management and coordination of firefighting resources in the detection and suppression of fires, during rescue situations, and when mobilizing and coordinating personnel, equipment, and supplies in support of local entities.

ESF 9, Search and Rescue and ESF10, Hazardous Materials, will be collocated with ESF 4 and are integral components of the function of ESF 4 support agencies. In preparation for and execution of its fire protection mission, ESF 4 will:

1. Preparedness

- a. Maintain current inventories of fire service facilities, equipment, and personnel throughout the County.
- b. Organize and train fire service emergency teams to rapidly respond to requests for assistance.
- c. Monitor weather and hazardous conditions that contribute to increased fire danger.
- d. Maintain personnel and equipment in a state of readiness appropriate to existing and anticipated emergency conditions to include mobilizing resources and staging them at various locations.
- e. Based on hazardous conditions, conduct fire prevention and education activities for the public.
- f. Participate in exercises and training to validate this annex and supporting SOPs.

- g. Ensure all ESF 4 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

2. Response

- a. Support local fire departments and the Forestry Commission with appropriate resources to include mobilizing and deploying firefighting teams and resources as needed.
- b. Coordinate with GEMA for use of state assets to support firefighting operations.
- c. Monitor status of firefighting resources committed to an incident.
- d. Maintain staging area locations.
- e. Plan for and establish relief resources to replace or rotate with committed resources for extended operations.
- f. Support fire investigations, as requested.
- g. Obtain and submit fire situation and damage assessment reports and provide information to EOC.
- h. Establish communications with the State Regional Fire Coordinator, when activated, to coordinate fire service response beyond the capability of County.
- i. When the situation dictates, coordinate with GEMA and/or SOC to invoke mutual aid agreements.
- j. Once resources are requested, provide for direct liaison with fire chiefs in affected areas to coordinate requests for specific assistance.
- k. Require supporting agencies maintain appropriate records of cost incurred during an event.
- l. Document any lost or damaged equipment, any personnel or equipment accidents.

3. Recovery

- a. Maintain adequate resources to support local operations and plan for a reduction of resources.
- b. Conduct reviews of incident actions with teams involved to improve future operations.
- c. Inventory lost or damaged equipment and record any personnel injuries or equipment accidents.
- d. Anticipate and plan for arrival of and coordination with state ESF 4 personnel in the EOC and the Joint Field Office (JFO).
- e. Inform agencies that provided resources where to send records for costs incurred during an event.

4. Mitigation

- a. Support and plan for mitigation measures.
- b. Support requests and directives from the state concerning mitigation and/or re-development activities.
- c. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Fire Fighting Services

1. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this section of the ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

The firefighting services function is the primary responsibility of Effingham Fire Rescue and support for this function is the responsibility of Georgia Forestry Commission, Guyton Fire Department and Rincon Fire Department.

2. Actions

a. Mitigation/Preparedness

- i. Keep abreast of fire and weather forecasting information and maintain a state of readiness.
- ii. Implement efficient and effective MOUs among local fire agencies.
- iii. Establish reliable communications and incident command systems between support agencies, for an emergency site and EOC.
- iv. Recruit, train, and designate fire service personnel to serve in the EOC.
- v. Participate in drills and exercises to evaluate fire service response capability.

b. Response/Recovery

- i. Maintain a list of current fire service agencies and resource capabilities.
- ii. Coordinate fire services support among and between the EOC, functional support agencies, organizations, and SOC.
- iii. Obtain, maintain, and provide fire situation and damage assessment information.
- iv. Channel fire service information for public release through EOC.
- v. Conduct firefighting operations.
- vi. Provide technical assistance and advice in the event of fires that involve hazardous materials.
- vii. Continue fire service operations through reentry.
- viii. Maintain records of expenditures and document resources utilized during recovery.

III. RESPONSIBILITIES

A. Effingham Fire Rescue

1. Coordinate the provision of local firefighting personnel and equipment.
2. Coordinate and assign any responding mutual aid resources.
3. Coordinate those resources volunteered for ESF 4 (Firefighting) from other unidentified sources.
4. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs.
5. Assemble a complete list of available firefighting resources within their district that may be available for response, and coordinate this information with the EOC.
6. Request asset contributions from volunteer and private sector agencies.

B. Georgia Forestry Commission

1. Georgia Forestry - Effingham Unit is responsible for controlling outdoor burning on open and forested lands.
2. Provide support and assistance as required and available.

C. Rincon Fire Department

1. Forward requests for mutual aid firefighting assistance to the Emergency Operations Center (EOC).
2. Coordinate during an incident of critical significance or other activation of the EOC.
3. Attend regularly scheduled coordination meetings to ensure planning functions are implemented to support this ESF.
4. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs.
5. Assemble a complete list of available firefighting resources within their district that may be available for response, and coordinate this information with the EOC.
6. Request asset contributions from volunteer and private sector agencies.

EMERGENCY SUPPORT FUNCTION 5 EMERGENCY MANAGEMENT SERVICES

Primary Agency

Effingham County Emergency Management Agency

Support Agencies

City of Guyton

City of Rincon

City of Springfield

Effingham Board of Commissioners

Effingham Development Services

I. INTRODUCTION

The emergency support function of emergency management services involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF provides operational guidance to those who are assigned to work in this ESF. The mission of this ESF is to collect, process, and disseminate information about an actual or potential disaster situation, and facilitate the overall activities of response and recovery. It also is used to make appropriate notifications and interface with other local and state entities.

1. Provide technical information on plans, SOPs, research and support.
2. Collect, process and disseminate essential information to the EOC staff.
3. Develop briefings, displays, and plans.
4. Consolidate key information into reports and other materials; describe and document overall response activities and inform appropriate authorities of the status of the overall response operations.
5. Maintain displays of key information such as maps, charts and status boards, and computer bulletin boards or electronic mail, as available.
6. Establish a pattern of information flow and support of the action planning process initiated by the Command Staff.
7. Provide logistical support for EOC staffing and facility needs.
8. Establish historical records collection process and event reconstruction.
9. Generate various reports and releases to support operations.
10. Coordinate Incident Action Planning to support operations.
11. Support the implementation of mutual aid agreements to ensure a seamless resource response to affected jurisdictions.
12. Maintain an on call workforce of trained and skilled reserve employees to provide the capability to perform essential emergency management functions on short notice and for varied duration.
13. May follow established protocol to request additional state or federal assistance under the Stafford Act; communication made through the county emergency manager and GEMA based on need and scope of the emergency.

1. This ESF is structured to coordinate overall information and planning activities from the EOC in support of response and recovery operations. The ESF assimilates incident information when the EOC is activated from municipal representatives and activated ESFs.
2. Activities within the scope of this function include:
 - a. Supporting ESFs across the spectrum of incident management from prevention to response and recovery.
 - b. Facilitating information flow in the preparedness phase in order to place assets on alert or to preposition assets for quick response.
 - c. Coordinating those functions that are critical to support and facilitate multi-agency planning and coordination for operations involving potential and actual disasters and emergencies.
 - d. Utilizing alert and notification measures to assist in incident action planning, coordination of operations, logistics and material, direction and control, information management, facilitation of requests for State assistance, resource acquisition and management (to include allocation and tracking), worker safety and health, facilities management, financial management, and other support as required.
3. Preparedness
 - a. Develop procedures and formats for information gathering and reporting to include procedures for SITREP format and submission.
 - b. Train support agencies on roles and responsibilities.
 - c. Develop information displays within the EOC.
 - d. Ensure weather products are up to date and available for use in the SITREP.
 - e. Participate in exercises and training to ensure planning functions are carried out to support this ESF and related SOPs.
 - f. Ensure all ESF 5 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.
4. Response
 - a. Notify all ESF 5 supporting agencies upon activation.
 - b. Assign duties to support agency personnel and provide training as required.
 - c. Coordinate EOC effort in collecting, processing, reporting and displaying essential information to include development of the SITREP.
 - d. Conduct planning to identify priorities, develop approaches, and devise recommended solutions for future response operations.
 - e. Provide weather information and briefings to the EOC and others as required.
 - f. Plan for support of mobilization sites, staging areas, and distribution points.
 - g. Coordinate the reception of state personnel.
 - h. Plan for transition to JFO and recovery operations.
5. Recovery
 - a. Continue information gathering and processing.
 - b. Collect and process information concerning recovery activities to include anticipating types of recovery information the EOC and other government

- agencies will require.
- c. Assist in the transition of direction and control from the EOC to the JFO.
- d. Anticipate and plan for the support and establishment of staging areas, distribution sites in coordination with ESF 7, and other local, state and/or federal emergency work teams and activities in the impacted area.
- e. Operate ESF 5 cells in both the EOC and JFO, as required.
- f. Perform ESF 14 planning functions in the EOC until ESF 14 is established at the JFO.
- g. Ensure that ESF 5 team members or their agencies maintain appropriate records of costs incurred during the event.

6. Mitigation

- a. Support and plan for mitigation measures.
- b. Support requests and directives from the state concerning mitigation and/or re-development activities.
- c. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Strategy

EMA will coordinate with appropriate agencies and organizations to ensure operational readiness and will develop and maintain Standard Operating Procedures (SOPs).

B. Actions

1. Mitigation/Preparedness

- a. Monitor potential or developing incidents and support the efforts of operations.
- b. Support the implementation of mutual aid agreements.
- c. Maintains schedule for staffing and operating the Emergency Operations Center (EOC) from activation to stand down.
- d. Coordinate with agencies to establish evacuation procedures, to include personnel and resources needed.
- e. Coordinate damage assessment teams; collect, record, and report information to the SOC.
- f. Plan for and coordinate the basic needs of emergency medical and social services required during and after evacuation.
- g. Identify a staging area for personnel and equipment in conjunction with ESF 6 and ESF 8.
- h. Establish, organize, train, equip and provide for the deployment of damage assessment teams into affected area.
- i. Establish procedures for agencies, organizations and local governments to maintain expenditures.
- j. Plan and/or attend meetings to ensure planning functions are carried out to support this ESF.
- k. Participate in and/or conduct exercises and tests to evaluate local capability.

1. Identify Points of Distribution (POD) locations in the county to serve the public; coordinate designation of these areas with GEMA.

2. Response/Recovery

- a. Alert support agencies and other jurisdictions regarding potential emergency or disaster.
- b. Activate and staff EOC according to event magnitude.
- c. Coordinate operations and situational reporting to the State Operations Center.
- d. Request logistical assistance from supporting agencies and MOUs partners, as necessary.
- e. Anticipate and plan for the support of staging areas, distribution sites, opening of shelters (to include neighboring jurisdictions), in conjunction with ESF 6 and ESF 8.
- f. Work with ESF 6 and ESF 8 to provide support for movement of people, including individuals with special needs, through coordination with appropriate agencies/organizations.
- g. Assign Damage Assessment Teams to survey impact to county.
- h. Compile initial damage assessments reports and forward to the SOC.
- i. Assist in coordination of state damage assessment activities.
- j. Maintain records of expenditures and document resources utilized during recovery.
- k. Collect and process information regarding recovery activities to include anticipating types of recovery information the EOC and other state agencies will require.
- l. Coordinate and/or participate in briefings, conference calls, etc. to maintain and provide situational awareness.
- m. Provide updated information for ESF 15 to distribute to the public and media.
- n. Resume day-to-day operations.

III. RESPONSIBILITIES

A. Effingham County Emergency Management Agency

1. Coordinate with each support agency through regular meetings to ensure planning functions are implemented to support this ESF.
2. Coordinate the flow of information within the Emergency Operations Center.
3. Coordinate the efforts to collect, process, report, and display essential information.
4. Facilitate support for planning response operations.
5. Distribute plans and reports to the state and other ESFs.
6. Maintain records of expenditures and document resources utilized during response and recovery efforts.
7. Attend regularly scheduled meetings to ensure planning functions are implemented in support.
8. Identify and provide staff representatives to support the ESF and other operational information related to these activities.
9. Request asset support from volunteer and private sector agencies.

10. Participate in drills and exercises to evaluate local response capabilities.
11. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and forward records to the primary agencies.

B. City of Guyton

1. Attend coordination meetings to ensure planning functions are implemented.
2. Identify and provide staff representatives to support the ESF and other operational information related to critical activities.
3. Request asset contributions from volunteer and private sector agencies.
4. Participate in drills and exercises to evaluate local capability.
5. Maintain records of expenditures and document resources utilized during recovery in accordance with RESOURCE SUPPORT policies and procedures and report these records to the Primary Agency.

C. City of Rincon

1. Attend coordination meetings to ensure planning functions are implemented.
2. Identify and provide staff representatives to support the ESF and other operational information related to critical activities.
3. Request asset contributions from volunteer and private sector agencies.
4. Participate in drills and exercises to evaluate local capability.
5. Maintain records of expenditures and document resources utilized during recovery in accordance with RESOURCE SUPPORT policies and procedures and report these records to the Primary Agency.

D. City of Springfield

1. Attend coordination meetings to ensure planning functions are implemented.
2. Identify and provide staff representatives to support the ESF and other operational information related to critical activities.
3. Request asset contributions from volunteer and private sector agencies.
4. Participate in drills and exercises to evaluate local capability.
5. Maintain records of expenditures and document resources utilized during recovery in accordance with RESOURCE SUPPORT policies and procedures and report these records to the Primary Agency.

E. Effingham Board of Commissioners

Support ESFs across the spectrum of incident management, from prevention to response and recovery.

F. Effingham Development Services

1. Attend coordination meetings to ensure planning functions are implemented.
2. Identify and provide staff representatives to support the ESF and other operational information related to critical activities.
3. Request asset contributions from volunteer and private sector agencies.
4. Participate in drills and exercises to evaluate local capability.
5. Maintain records of expenditures and document resources utilized during recovery in accordance with RESOURCE SUPPORT policies and procedures and report these records to the Primary Agency.

EMERGENCY SUPPORT FUNCTION 6 MASS CARE, HOUSING, AND HUMAN SERVICES

Primary Agency

American Red Cross

Support Agencies

GA DHR - DFCS
 Effingham Board of Education
 Effingham County Emergency Management Agency
 Effingham County Sheriff's Office
 Effingham Emergency Medical Service
 Effingham Health Department
 Recreation & Sports Management

I. INTRODUCTION

The emergency support function of mass care, housing and human services involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF provides operational guidance to those who are assigned to work in this ESF. The mission of this ESF is to coordinate activities involved with the emergency provision of temporary non-medical shelters, housing, and human services to include emergency mass feeding and disaster welfare information of individuals and/or families impacted by a disaster or emergency.

1. Coordinate the tasking of all sheltering activities during a disaster.
2. Coordinate with ESF 8 to establish and operate of mass feeding facilities in areas affected by disasters.
3. Coordinate with relief efforts provided by volunteer organizations performing mass care functions.
4. Coordinate the establishment of a system to provide shelter registration data to appropriate authorities.
5. Work with ESF 8 to coordinate provision of emergency first aid in shelters and fixed feeding sites.
6. Coordinate provision of medical support exceeding that required for standard first aid, for the prevention of communicable diseases, to include epidemiological and environmental health activities, as related to sheltering and feeding disaster victims.
7. Coordinate with ESF 12 to ensure each shelter has power generation capabilities.

B. Scope

1. This ESF is structured to promote the delivery of services and the implementation of programs to assist individuals, households and families impacted by potential or actual disaster or emergency. This includes economic assistance and other services for individuals impacted by the incident.

2. Activities within the scope of this function include:

a. Preparedness

- i. The primary agency will prepare for disasters by coordinating with support agencies for their participation in exercises.
- ii. ESF 8 will provide ESF 6 with regularly updated lists of planned special needs shelters or other special needs units in existence in each county.
- iii. ESF 6 will maintain a roster of primary contact ESF personnel.
- iv. ESF 6 will coordinate with the American Red Cross (ARC), Effingham County Emergency Management Agency, and GEMA to ensure an up- to date shelter list is available.
- v. ESF 6 will procure and regularly update a list of all agencies (public and private) that have a mission and capability to provide mass feeding in times of disaster.
- vi. ESF 6 agencies will participate in exercises and training to validate this annex and supporting SOPs.
- vii. Ensure all ESF 6 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

b. Response

- i. Lead and support agencies will have and maintain appropriate listings of agency staff to notify for response activities.
- ii. ESF 6 will coordinate with ESF 5 and ESF 11 regarding mass feeding sites established by responding emergency management agencies.
- iii. Shelters will be opened and closed in accordance with public need as assessed by the appropriate volunteer organization, state and county emergency management agencies.
- iv. ESF 6 will monitor occupancy levels and ongoing victim's needs, and will provide ESF 5 with an updated list of operational shelters.
- v. ESF 6 will coordinate with Effingham County Emergency Management Agency, ARC, VOAD, and ESF 8 to update lists of available shelters including special needs shelters.
- vi. ESF 6 will coordinate with ESF 8 for the provision of medical services and mental health services in shelters with the appropriate agencies.
- vii. ESF 6 will coordinate with appropriate agencies to ensure that each shelter has a working communications system and has contact with the County EOC and the managing agency. This may include radio, telephone, computer, or cellular telephone communication devices.
- viii. ESF 6 will provide a list of mass care sites requiring restoration of services to EOC Operations.
- ix. ESF 6 will coordinate with ESF 13 regarding additional security resources, if needed, at mass care shelters.

c. Recovery

- i. ESF 6 will coordinate with ESF 5, ESF 11, and ESF 8 to establish or support existing mass feeding sites operated by the American Red Cross, Salvation Army, and other volunteer agencies. The first priority of mass feeding activities will be disaster victims. Emergency workers

will be encouraged to utilize established mass feeding sites in lieu of individual site distribution.

- ii. ESF 6 will coordinate mass feeding locations to ensure optimal access for public service based on emergency needs.
- iii. ESF 6 will coordinate with ESF 3 for garbage removal and ESF 8 for sanitation requirements and inspections at mass feeding sites in conjunction with county agencies.
- iv. ESF 6 will coordinate with ESF 11 and other responsible agencies for the provision of food and water to mass feeding sites, if needed. Liaison will be established with ESF 11 and 8 to ensure continued coordination for mass feeding.
- v. Anticipate and plan for arrival of and coordination with state ESF 6 personnel in the EOC and Joint Field Office (JFO).

d. Mitigation

- i. ESF 6 agencies will work to educate citizens on disaster preparedness and disaster mitigation activities.
- ii. Support requests and directives resulting from GEMA concerning mitigation and/or re-development activities.
- iii. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports, and action plans.

II. CONCEPT OF OPERATIONS

A. Mass Care Services

1. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this section of the ESF. This function will be coordinated with and involve other support agencies and organizations.

The mass care function is the primary responsibility of American Red Cross and support for this function is the responsibility of GA DHR-DFCS, Effingham Board of Education, Effingham County Emergency Management Agency, Effingham County Sheriff's Office, Effingham Emergency Medical Service, Effingham Health Department and Recreation Dept.

2. Actions

a. Mitigation/Preparedness

- i. Coordinate MOUs with appropriate agencies and organizations for the provision of services to or on behalf of affected individuals and families.
- ii. Maintain, through the County Department of Family and Children Services, in coordination with the EMA, American Red Cross, Public Health Department, and Rehabilitation Services Office, an updated list

of shelters with all relevant information (e.g., location, capacity, health inspection status, accessibility level, pet space, contact telephone numbers, and pager numbers).

- iii. Request that the American Red Cross assume responsibility for securing shelter and feeding arrangements, train shelter workers, provide shelter management, prepare first aid kits, prepare media releases of shelter locations, operate shelters, and maintain shelter records.
- iv. Coordinate with the American Red Cross and EMA to establish a communication system between the EOC and shelters.
- v. Prepare for evacuation and care of protective service recipients during an emergency or disaster.
- vi. Participate in drills and exercises to evaluate mass care and shelter response capability.

b. Response/Recovery

- i. Support opening and operating American Red Cross shelter(s), at the request of the EMA.
- ii. Assist with the staffing of the American Red Cross shelters, in coordination with ESF 8 and other applicable agencies, as requested upon opening.
- iii. Provide staffing support for American Red Cross Services Centers and local Disaster Recovery Centers (DRCs), upon request.
- iv. Ensure evacuation and care of protective service recipients and arranging for re-entry.
- v. Maintain records of expenditures and document resources utilized during recovery.

III. RESPONSIBILITIES

A. American Red Cross - Savannah Chapter

1. Open, administer and operate all shelters.
2. Attend regular coordination meetings to ensure planning functions are implemented to support this ESF.
3. Identify and provide staff representatives to support the ESF and other operational information related to these activities.
4. Request volunteer agencies and private resources with assets to contribute those assets to the response effort.
5. Participate in drills and exercises to evaluate local capability.
6. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

B. GA DHR - DFCS

1. Coordinate with each support agency through regular meetins to ensure planning functions are implemented to support ESF-6.
2. Ensure the presence of resource materials in sufficient numbers in the ESF locations.
3. Provide a system of recording incoming requests for sheltering, mass feeding, response assignments, and actions taken.
4. Establish a protocol for prioritizing response activities.

5. Coordinate activities with other ESF's.
6. Maintain records of expenditures and document resources utilized during response and recovery efforts.

C. Effingham Board of Education

1. Support sheltering activities with personnel and facilities.
2. Attend regular meetings to ensure planning functions are implemented to support
3. Identify and provide staff representatives to support the ESF and other operational
4. Request contributions through volunteer agencies and private sector businesses.
5. Participate in drills and exercises to evaluate local capability.
6. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

D. Effingham County Emergency Management Agency

1. Support sheltering activities with personnel and facilities.
2. Attend regular meetings to ensure planning functions are implemented to support
3. Identify and provide staff representatives to support the ESF and other operational
4. Request contributions through volunteer agencies and private sector businesses.
5. Participate in drills and exercises to evaluate local capability.
6. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

E. Effingham County Sheriff's Office

Provide security and control of designated shelters and PODS

F. Effingham Emergency Medical Service

Supply paramedics as a substitute when there is a shortage of nurses at shelter operations.

G. Effingham Health Department

Coordinate, locate, supply nurses for shelter operations. Monitor food and water for contamination.

H. Recreation Dept

Operate Point of Distribution Sites (PODS) for food and water.

EMERGENCY SUPPORT FUNCTION 7

RESOURCE SUPPORT

Primary Agency

Parks and Landscaping

Support Agencies

City of Guyton

City of Rincon

City of Springfield

Effingham County Emergency Management Agency

I. INTRODUCTION

The emergency support function of resource support services involves direction and coordination of volunteers, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF provides operational guidance to those who are assigned to work in this ESF. This ESF has been established to provide logistical and resource support to local entities in supporting emergency response and recovery efforts during an emergency or disaster.

1. ESF 7 shall plan, coordinate and managing resource support and delivery in response to and recovery from a major disaster or catastrophe.
2. ESF 7 shall provide supplies and equipment from county and municipal stocks, commercial sources and donated goods.
3. ESF 7 support agencies will furnish resources as required.
4. Procurement will be made in accordance with current local, state and federal laws and regulations that include emergency procedures under Georgia Statute and Effingham County policies and ordinances.

B. Scope

1. Preparedness

- a. Develop methods and procedures for responding to and complying with requests for resources.
- b. Develop procedures for reimbursing private vendors for services rendered.
- c. Develop lists of private vendors and suppliers and their available resources.
- d. Establish pre-planned contracts where necessary to ensure prompt support from vendors during emergencies.
- e. Develop and train ESF 7 personnel on County emergency procurement procedures for acquiring supplies, resources, and equipment.
- f. Develop resource inventories based on hazard specific studies and corresponding likely resource requests by ESF.
- g. Participate in exercises and training to validate this annex and supporting SOPs.

- h. Ensure all ESF 7 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

2. Response

- a. Alert those agencies whose personnel, equipment, or other resources may be used.
- b. Establish a resource tracking and accounting system, including management reports.
- c. Assess initial reports to identify potential resource needs.
- d. Identify procurement resources and potential facility locations in the disaster area of operations.
- e. Provide data to the Public Information Office for dissemination to the public.
- f. Locate, procure, and issue to county agencies the resources necessary to support emergency operations to include coordination with General Services Real Property Management to identify prospective staging area warehouses available for lease to replace damaged or destroyed facilities.
- g. Execute countywide logistics plan and coordinate with ESF 1 to support logistics operations.
- h. Coordinate with the state to develop procedures for deploying state resources and personnel in support of emergency operations at warehousing facilities, staging areas, and other areas where the need exists.
- i. Coordinate with ESF 13 to evaluate warehouse security requirements.

3. Recovery

- a. Continue to conduct procurement activities as long as necessary and until procurement needs have been met.
- b. Anticipate and plan for arrival of and coordination with state ESF 7 personnel in the EOC and the Joint Field Office (JFO).

4. Mitigation

- a. Support and plan for mitigation measures.
- b. Support requests and directives resulting from the state concerning mitigation and/or re-development activities.
- c. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

The volunteer services function is the primary responsibility of Parks and Landscaping, and support for this function is the responsibility of City of Guyton, City of Rincon, City of Springfield and Effingham County Emergency Management Agency.

B. Actions

1. Mitigation/Preparedness

- a. Maintain a list of volunteers and private organizations, local businesses, and individuals available to provide services, resources, and donated goods.
- b. Execute MOUs between county EMA and support agencies/organizations.
- c. Notify volunteer organizations when an emergency or disaster is threatening or underway.
- d. Alert and request assistance, as appropriate.
- e. Participate in and/or conduct exercises and tests.

2. Response/Recovery

- a. Support delivery of services to victims.
- b. Coordinate staging areas for volunteers to unload, store, or disperse donated goods.
- c. Assess the continuing volunteer service needs of the disaster victims.
- d. Resume day-to-day operations.

III. RESPONSIBILITIES

A. Parks and Landscaping

1. Develop methods and procedures for responding to and complying with requests for resources. Coordinate staging areas for volunteers to unload, store, or disperse donated goods.

B. City of Guyton

1. Attend coordination meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on your area of responsibility.
3. Locate, procure, and issue resources to other county agencies for use in emergency operations necessary to support the EOP or to promote public safety.
4. Locate and coordinate the use of available space for incident management activities.
5. Coordinate and determine the availability and provision of consumable non-edible supplies stocked in distribution facilities and customer supply centers when available.
6. Procure required stocks from vendors or suppliers when county items are not available.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies.

C. City of Rincon

1. Attend coordination meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on your area of responsibility.
3. Locate, procure, and issue resources to other county agencies for use in emergency operations necessary to support the EOP or to promote public safety.
4. Locate and coordinate the use of available space for incident management activities.
5. Coordinate and determine the availability and provision of consumable non-edible supplies stocked in distribution facilities and customer supply centers when available.
6. Procure required stocks from vendors or suppliers when county items are not available.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies.

D. City of Springfield

1. Attend coordination meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on your area of responsibility.
3. Locate, procure, and issue resources to other county agencies for use in emergency operations necessary to support the EOP or to promote public safety.
4. Locate and coordinate the use of available space for incident management activities.
5. Coordinate and determine the availability and provision of consumable non-edible supplies stocked in distribution facilities and customer supply centers when available.
6. Procure required stocks from vendors or suppliers when county items are not available.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies.

E. Effingham County Emergency Management Agency

1. Attend coordination meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on your area of responsibility.
3. Locate, procure, and issue resources to other county agencies for use in emergency operations necessary to support the EOP or to promote public safety.
4. Locate and coordinate the use of available space for incident management activities.

5. Coordinate and determine the availability and provision of consumable non-edible supplies stocked in distribution facilities and customer supply centers when available.
6. Procure required stocks from vendors or suppliers when county items are not available.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies.

Item XI. 5.

EMERGENCY SUPPORT FUNCTION 8 PUBLIC HEALTH AND MEDICAL SERVICES

Primary Agency

Effingham Health Department

Support Agencies

Effingham Emergency Medical Service
Effingham Environmental services
Effingham Hospital

I. INTRODUCTION

The emergency support function of health and medical services involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF provides operational guidance to those who are assigned to work in this ESF. The mission of this ESF is to provide the mechanism for coordinated County assistance to supplement municipal resources in response to public health and medical care needs for potential or actual disasters and emergencies and/or during a developing potential health and medical situation. Additionally, to delineate procedures for the identification, recording, transportation, sheltering and care of persons requiring special needs in anticipation of, or during an emergency or disaster.

1. ESF 8 will coordinate all resources related to health and medical issues and shall monitor field deployment of medical personnel and resources.
2. ESF 8 will not release medical information on individual patients to the general public to ensure patient confidentiality protection.
3. ESF 8 will prepare reports on casualties/patients to be provided to the American Red Cross for inclusion in the Disaster Welfare Information System and to ESF 15 for informational releases.
4. ESF 8 will establish clear lines of communication and integration of expectations will be established on a routine basis with the EOC.

B. Scope

This ESF is structured to oversee in identifying and meeting the public health and medical needs, to include emergency medical personnel, facilities, vehicles, equipment and supplies for victims, including people with special needs. The emergency operations necessary for the performance of this function include but are not limited to:

1. Preparedness

a. General

- i. Develop mutual support relationships with professional associations and other private services and volunteer organizations that may assist

during an emergency or disaster.

- ii. Participate in exercises and training to validate this annex and supporting SOPs.
- iii. Ensure all ESF 8 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

b. Medical Care

- i. Coordinate the provision of medical and dental care.
- ii. Identify and coordinate the deployment of doctors, nurses, technicians and other medical personnel to disaster areas.
- iii. Maintain inventory lists of medical supplies, equipment, ambulance services, hospitals, clinics and first aid units.
- iv. Plan for establishment of staging areas for medical personnel, equipment, and supplies.
- v. When emergency facilities are not available, plan for establishment of emergency medical care centers.
- vi. Plan for requesting medical assistance teams and coordinate for their support while operating within the county.
- vii. Assure that health care facilities (i.e. hospitals, nursing homes, youth and adult medical care facilities) develop patient reduction, evacuation, and relocation procedures.

c. Persons with Special Needs

- i. Identify and contact special needs populous to coordinate assistance and conduct needs assessments.
- ii. Consider all needs such as persons with physical disabilities, special medical needs, communication disabilities, elderly persons, and non-English speakers in the planning process.
- iii. Develop evacuation and relocation procedures for persons with special needs.
- iv. Develop procedures to monitor health information and records of persons being evacuated or relocated.
- v. Plan for deployment of food services or medical services to persons that may be mobility impaired.
- vi. Establish plans for evacuation and care of special needs in conjunction with state partners.

d. Public Health and Sanitation

- i. Develop procedures to protect the public from communicable diseases and contamination of food, water, and drug supplies (including veterinary drugs).
- ii. Develop procedures to monitor public health information.
- iii. Develop sanitation inspection procedures and protocols to control unsanitary conditions.
- iv. Develop procedures for inspection of individual water supplies.
- v. Develop procedures for identification of disease, vector, and epidemic control.
- vi. Develop emergency immunization procedures.
- vii. Identify laboratory testing facilities.

e. Crisis Counseling

- i. Develop procedures for rapidly providing crisis counseling and mental health/substance abuse assistance to individuals and families, to include organizing and training crisis counseling teams.
- ii. Develop support relationships with government agencies, professional associations, private services, and volunteer organizations to provide mental health and substance abuse assistance during disasters.

2. Response

a. General

- i. Coordinate information releases to the public with the public information officer in the EOC Public Information Group.
- ii. Coordinate with State and Federal agencies as required.
- iii. Maintain records of expenditures and resources used for possible later reimbursement.

b. Medical Care

- i. Coordinate the delivery of health and medical services.
- ii. Arrange for the provision of medical personnel, equipment, pharmaceuticals, and supplies.
- iii. Assist the coordination of patient evacuation and relocation.
- iv. Assist with hazardous materials response.

c. Public Health and Sanitation

- i. Manage public health and sanitation services.
- ii. Determine need for health surveillance programs throughout County.
- iii. Issue Public Health notice for clean-up on private property.
- iv. Arrange for the provision of medical personnel, equipment, and supplies as well as special dietary and housing needs.
- v. Notify state of planning limitations regarding evacuation and core individuals with special needs.

d. Crisis Counseling: Coordinate for the provision of mental health and recovery services to individuals, families, and communities.

3. Recovery

a. General

- i. Anticipate and plan for arrival of, and coordination with state ESF 8 personnel in the EOC and the Joint Field Office (JFO).
- ii. Ensure ESF 8 members or their agencies maintain appropriate records of activities and costs incurred during the event.

b. Medical Care

- i. Assist with restoration of essential health and medical care systems.
- ii. Assist with restoration of permanent medical facilities to operational status.
- iii. Assist with restoration of pharmacy services to operational status.
- iv. Assist with emergency pharmacy and laboratory services.

c. Persons with Special Needs

- i. Continue coordination with agencies and organizations caring for people with special needs for return to assisted living facilities or relocation.
- ii. Encourage and assist vulnerable populations to create and keep emergency preparedness and response plans.

d. Public Health and Sanitation

- i. Monitor environmental and epidemiological surveillance.
- ii. Continue long-term emergency environmental activities.

- e. Crisis Counseling: Coordinate the management of continuous mental health and substance abuse assistance to individuals and families.

4. Mitigation

- a. Support and plan for mitigation measures.
- b. Support requests and directives resulting from the state concerning mitigation and/or re-development activities.
- c. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

The health and medical services function is the primary responsibility of Effingham Health Department and support for this function is the responsibility of Effingham Emergency Medical Service, Effingham Environmental services and Effingham Hospital.

B. Actions

1. Mitigation/Preparedness

- a. Coordinate MOUs with all appropriate agencies and organizations for the provision of services to or on behalf of affected individuals and families.

- b. Plan for the continuity of health and medical services, in conjunction with the American Red Cross, etc.
- c. Establish a directory of health and medical resources.
- d. Work with the American Red Cross on the identification of volunteers and provision of training.
- e. Maintain a coordinated approach with state public health.
- f. Participate in drills and exercises to evaluate health and medical services response capability.

2. Response/Recovery

- a. Assist the EMA with health and medical resources, services, and personnel upon notification of an emergency or disaster.
- b. Support the American Red Cross with health and medical services during shelter operations, as requested upon opening.
- c. Secure, in conjunction with the EMA, American Red Cross, other agencies and organizations, and the private sector, mental health, rehabilitation assistance, and other services, when necessary.
- d. Assist EMA, American Red Cross, other community agencies and organizations, and the private sector with issues affecting people who have special needs.
- e. Provide informational support to emergency medical services;
- f. Channel all relevant health and medical information for public release through the EMA and state public health.
- g. Continue service assistance throughout reentry and until all health and medical issues are resolved.
- h. Maintain records of expenditures and document resources utilized during recovery.

III. RESPONSIBILITIES

A. Effingham Health Department

- 1. Coordinate with each support agency through regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
- 2. Provide leadership in directing, coordinating and integrating the overall county efforts to provide medical and public health assistance to the affected area.
- 3. Conduct initial assessment of health and medical needs.
- 4. Determine need for additional personnel and resources and initiate request mutual aid to EOC.
- 5. Coordinate and direct the activation and deployment of voluntary resources of health/medical personnel, supplies and equipment.
- 6. Establish, as needed, active and passive surveillance systems for the protection of public health.

B. Effingham Emergency Medical Service

1. Plan for establishment of staging areas for medical personnel, equipment, and supplies.
2. Assist the coordination of patient evacuation and relocation.
3. Coordinate Advanced Life Support, Basic Life Support, Emergency Medical Technicians and Paramedics.

C. Effingham Environmental services

1. Monitor environmental surveillance.
2. Continue long-term emergency environmental activities.
3. Coordinate the response for: hazardous materials, safety of food and drugs, radiological hazards and water systems.

D. Effingham Hospital

1. Assist the coordination of patient evacuation and relocation.

EMERGENCY SUPPORT FUNCTION 9 SEARCH AND RESCUE

Primary Agency

Effingham Fire Rescue

Support Agencies

Effingham Emergency Medical Service
Rincon Fire Department

I. INTRODUCTION

The emergency support function of search and rescue involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

Rapidly deploy local search and rescue components to provide specialized life-saving assistance to municipal authorities during an emergency or disaster.

1. EMA will assist in coordinating county assets and augment agencies having SAR responsibilities and may request state and Federal SAR assistance.
2. ESF 9 will interface with ESFs 1 and 8 to assist with medical assistance and the transportation of victims beyond initial collection points.

B. Scope

Urban SAR activities include, but are not limited to, locating, extricating, and providing immediate medical assistance to victims trapped in collapsed structures. Non-urban SAR activities include, but are not limited to, emergency incidents that involve locating missing persons, boats which are lost at sea, locating downed aircraft, extrication if necessary, and treating any victims upon their rescue.

The emergency operations necessary for the performance of this function include, but are not limited to:

1. Preparedness

- a. Maintain a current inventory of resources, including trained personnel, which could support search and rescue operations. Maintain records reflecting local capability.
- b. Participate in exercises and training to validate this annex and supporting SOPs.
- c. Maintain liaison with State urban search and rescue assets and plan for reception of external assets.
- d. Maintain personnel and equipment in a state of readiness appropriate to existing and anticipated emergency conditions to include mobilizing resources and staging them at various locations.

- e. Assist local governments in training of personnel and rescue organizations for search and rescue operations.
- f. Ensure all ESF 9 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

2. Response

- a. Support local agencies with appropriate resources, to include mobilizing and deploying teams and equipment as needed.
- b. Using the ICS, assume responsibility for coordinating and tracking all resources committed to an incident. This may include placing personnel at a forward command post. Establish staging areas with the requesting group.
- c. Deploy liaison teams to county EOC or incident base of operations, as needed.
- d. Plan for and establish relief resources to replace or rotate with committed resources for extended operations.
- e. Coordinate other State and Federal support for search and rescue operations to include planning for reception and deployment to area of operations.
- f. Coordinate with ESF 1 for use of buses to transport rescue teams or rescued victims or persons evacuated from an emergency area to a safe location or emergency shelter.

3. Recovery

- a. Continue to support local operations and plan for a reduction of operations.
- b. Inventory any lost or damaged equipment and record any personnel injuries or equipment accidents.
- c. Anticipate and plan for arrival of and coordinate with state ESF 9 personnel in the EOC and the Joint Field Office (JFO).
- d. Require ESF 9 team members and their agencies maintain appropriate records of costs incurred during the event.

4. Mitigation

- a. Support and plan for mitigation measures.
- b. Support requests and directives resulting from the Governor and/or GEMA concerning mitigation and/or re-development activities.
- c. Document matters that may be needed for inclusion in county or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this section of the ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

The search and rescue function is the primary responsibility of Effingham Fire Rescue and support for this function is the responsibility of Effingham Emergency Medical Service, and Rincon Fire Department.

1. Actions

a. Mitigation/Preparedness

- i. Establish and maintain uniform search and rescue procedures.
- ii. Recruit, train, and certify search and rescue personnel.
- iii. Develop an inventory of resources, equipment, and personnel.
- iv. Enter MOUs for additional assistance and/or logistical support.
- v. Conduct and/or support community education programs on survival.
- vi. Establish a record keeping system.
- vii. Participate in drills and exercises to evaluate search and rescue response capability.

b. Response/Recovery

- i. Respond to requests by the EMA.
- ii. Monitor response efforts.
- iii. Channel emergency search and rescue information to the EMA-EOC.
- iv. Support request from other community agencies and/or jurisdictions.
- v. Maintain records, expenditures, and document resources utilized during recovery.

III. RESPONSIBILITIES

A. Effingham Fire Rescue

1. Recruit train and certify search and rescue personnel. Mobilize support personnel and equipment.
2. Establish and maintain uniform search and rescue procedures
3. The designated EOC Fire Department Coordinator will coordinate provision of representatives on a 24-hour basis to the EOC. The composition of each SAR team shall be determined by the Incident Commander/ SAR Coordinator.

B. Effingham Emergency Medical Service

Provide immediate medical assistance to trapped victims.

C. Rincon Fire Department

1. Recruit, train and certify search and rescue personnel. Mobilize support personnel and equipment.
2. Establish and maintain uniform search and rescue procedures
3. The designated EOC Fire Department Coordinator will coordinate provision of representatives on a 24-hour basis to the EOC. The composition of each SAR team shall be determined by the Incident Commander/ SAR Coordinator.

EMERGENCY SUPPORT FUNCTION 10 HAZARDOUS MATERIALS

Primary Agency

Effingham Fire Rescue

Support Agencies

Rincon Fire Department

I. INTRODUCTION

The emergency support function of hazardous materials involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF coordinates County support in response to an actual or potential discharge and/or uncontrolled release of oil or hazardous materials during disasters or emergencies.

B. Scope

This ESF will provide a coordinated response by local resources and initiate requests for state and federal resources when necessary to minimize adverse effects on the population and environment resulting from the release of or exposure to hazardous or radiological materials.

1. The emergency operations necessary for the performance of both radiological and non-radiological components of this function include but are not limited to:
 - a. Preparedness
 - i. Prepare an inventory of existing threats using SARA Title III, Tier II information.
 - ii. Plan for response to hazardous materials incidents.
 - iii. Develop plans for communications, warning, and public information.
 - iv. Develop procedures for identification, control, and clean-up of hazardous materials.
 - v. Provide, obtain, or recommend training for response personnel using courses made available by FEMA, Department of Energy (DOE), Nuclear Regulatory Commission (NRC), the Georgia Public Safety Training Center, EPA, and manufacturers and transporters of hazardous materials, as well as training based on OSHA requirements for each duty position.
 - vi. Maintain a listing of private contractors capable of performing emergency and/or remedial actions associated with a hazardous materials incident.

- vii. Maintain an inventory of local assets capable of responding to a hazardous materials incident.
- viii. Develop plans and/or mutual aid agreements regarding hazardous materials incidents with local agencies, other county agencies, contiguous states, federal agencies, and private organizations as required.
- ix. Collect and utilize licensing, permitting, monitoring, and/or transportation information from the appropriate local, county, state, or federal agencies and/or private organizations to facilitate emergency response.
- x. Participate in exercises and training to validate this annex and supporting SOPs.
- xi. Ensure all ESF 10 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

b. Response

- i. ESF 10 will coordinate, with the Unified/Incident Command, all hazardous substance response specific efforts and provide information to the EOC for coordination of all other municipal efforts.
- ii. Provide 24-hour response capability and dispatch personnel to an incident scene as necessary.
- iii. ESF 10 will assess the situation to include: the nature, amount and location of real or potential releases of hazardous materials; pathways to human and environmental exposure; probable direction and time of travel of the materials; potential impact on human health, welfare, safety, and the environment; types, availability, and location of response resources, technical support, and cleanup services; and priorities for protecting human health, welfare and the environment.
- iv. After reviewing reports, gathering and analyzing information and consulting with appropriate agencies, determine and provide, as available, the necessary level of assistance.
- v. Provide protective action recommendations, as the incident requires.
- vi. Provide for monitoring to determine the extent of the contaminated area and consult with appropriate support agencies to provide access and egress control to contaminated areas.
- vii. Consult with appropriate local, state, or federal agencies and/or private organizations with regard to the need for decontamination. Coordinate with ESF 8 regarding decontamination of injured or deceased personnel.
- viii. Coordinate decontamination activities with appropriate local, state, and federal agencies.
- ix. Coordinate with appropriate local, state, and federal agencies to ensure the proper disposal of wastes associated with hazardous materials incidents; and assist in monitoring or tracking such shipments to appropriate disposal facilities.
- x. Coordinate with ESF 1 for the use of staging areas and air assets, and technical advice and assistance on regulated rail.
- xi. Coordinate with ESF 3 for technical assistance on water, wastewater, solid waste, and disposal.
- xii. Coordinate with ESF 12 for technical advice and assistance on intra-County pipelines.
- xiii. Coordinate with GEMA for use of state assets.

c. Recovery

- i. Terminate operations when the emergency phase is over and when the area has been stabilized by responsible personnel.
- ii. Request and maintain documented records of all expenditures, money, and physical resources of the various governmental department/agencies involved in emergency operations. Ensure that ESF 10 team members or their agencies maintain appropriate records of costs incurred during the event.
- iii. Anticipate and plan for arrival of, and coordination with, state ESF 10 personnel in the EOC and the Joint Field Office (JFO).

d. Mitigation

- i. Support and plan for mitigation measures.
- ii. Support requests and directives resulting from the Governor and/or GEMA concerning mitigation and/or re-development activities.
- iii. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this section of the ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

The hazardous materials services function is the primary responsibility of Effingham Fire Rescue and support for this function is the responsibility of Rincon Fire Department.

B. Actions

1. Mitigation/Preparedness

- a. Prepare a facility profile and inventory of potential hazardous materials.
- b. Identify potential contacts and resources in order to conduct a community vulnerability analysis to determine potential hazardous materials threats and on-site inspections.
- c. Plan for response to hazardous materials incidents and coordinate with the EMA and other first responders.
- d. Develop procedures for identification, communications, warning, public information, evacuation, control, and monitoring and/or supervising cleanup of hazardous materials.
- e. Obtain training for response personnel available through GEMA, Georgia Fire Academy, manufacturers and shippers of hazardous materials, and/or other sources.

- f. Participate in drills and exercises to evaluate hazardous materials response capabilities.

2. Response/Recovery

- a. Verify incident information and notify the EMA and other applicable agencies.
- b. Establish a command post at a safe distance near the scene or staff the EOC, if the situation becomes excessive.
- c. Provide further information on the situation to the EMA and convey warnings for dissemination to the public.
- d. Request assistance for emergency health and medical, as well as mass care, if the situation warrants.
- e. Ensure availability of expertise and equipment to manage the incident.
- f. Utilize proper procedures for containment to prevent additional dangers.
- g. Support response teams, owner, shipper, state, and/or federal environmental personnel during cleanup.
- h. Establish area security and prohibit all unauthorized personnel from entering the containment area.
- i. Terminate cleanup operations after dangerous situation subsides.
- j. Maintain records, expenditures, and document resources utilized during recovery.

III. RESPONSIBILITIES

A. Effingham Fire Rescue

Provide, obtain, or recommend training for response personnel using courses made available by FEMA, Department of Energy (DOE), Nuclear Regulatory Commission (NRC), the Georgia Public Safety Training Center, EPA, and manufacturers and transporters of hazardous materials, as well as training based on OSHA requirements for each duty position. Participate in drills and exercises to evaluate hazardous materials response capabilities.

B. Rincon Fire Department

Participate in drills and exercises to evaluate hazardous materials response capabilities. Maintain hazardous materials awareness training of responders.

EMERGENCY SUPPORT FUNCTION 11

AGRICULTURE AND NATURAL RESOURCES

Primary Agency

Extension Service

Support Agencies

Effingham Animal Control
 Effingham County Sheriff's Office
 Effingham Environmental services
 Effingham Health Department

I. INTRODUCTION

The emergency support function of agriculture and natural resources involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF provides operational guidance to those who are assigned to work this ESF. This ESF has been established to support provision of nutrition assistance, management of diseases, food safety, and to protect significant properties.

1. Actions undertaken through ESF 11 are coordinated with and conducted cooperatively with state and local incident management officials and with private entities.
2. Each supporting agency is responsible for managing its respective assets and resources after receiving direction from the primary agency for the incident.
3. Food Safety and Inspections are activated upon notification of the occurrence of a potential or actual disaster or emergency by the Department of Public Health.
4. Actions undertaken are guided by and coordinated with County and local emergency preparedness and response officials and State and Federal officials and include existing USDA internal policies and procedures.
5. Actions undertaken under ESF 11 to protect, conserve, rehabilitate, recover and restore resources are guided by the existing internal policies and procedures of the primary agency for each incident.
6. The primary agency for each incident coordinates with appropriate ESFs and other annexes to ensure appropriate use of volunteers and their health and safety and to ensure appropriate measures are in place to protect the health and safety of all workers.
7. Control and eradication of an outbreak of a highly contagious or economically devastating animal/zoonotic disease, highly infective exotic plant disease, or economically devastating plant pest infestation.
8. Assurance of food safety and food security.
9. Protection of natural and cultural resources and historic property resources before, during, and/or after a disaster or emergency.

B. Scope

To provide for the following functional responsibilities:

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Identify, secure and distribute food, bottled beverages, and supplies, and support the provision for sanitary food storage, distribution, and preparation during an emergency or disaster; Provide for mitigation, response and recovery to natural disasters, and/or acts of terrorism affecting animals, agriculture production, and the food sector; Assist agriculture in an outbreak of a highly infectious/contagious or economically devastating animal/zoonotic disease, or a highly ineffective or economically devastating plant pest disease or infestation; Assist with agriculture production, animal industry, and wildlife adversely affected by a disaster, either natural or man-made; and, Conserve, rehabilitate, recover and restore natural, cultural, and historic properties prior to, during, and after a man-made or natural disaster.

1. Preparedness

- a. Maintain an accurate roster of personnel assigned to perform ESF 11 duties during a disaster.
- b. Identify and schedule disaster response training for ESF 11 personnel.
- c. Maintain current food resource directories to include maintaining points of contact.
- d. Identify likely transportation needs and coordinate with ESF 1.
- e. Ensure all ESF 11 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

2. Response

- a. Lead support agencies will maintain a roster of personnel assigned to perform ESF 11 duties during a disaster.
- b. Coordinate with ESF 6 and ESF 5, regarding mass feeding sites established by responding emergency management agencies.
- c. ESF 11 will coordinate with EMA and Public Health to update lists of all available provision of medical services with appropriate agencies.
- d. ESF 6 will provide a list of mass care sites requiring restoration of services to EOC Operations.
- e. ESF 6 will coordinate with ESF 13 regarding additional security resources, if needed, at mass care shelters.

3. Recovery

- a. ESF 11 will coordinate with ESFs 5, 6, and 8 to establish or support existing mass feeding sites operated to ensure optimal access for public service based on emergency needs.
- b. ESF 11 will coordinate with State agencies for the provision of food and water to mass feeding sites, if necessary.

4. Mitigation

- a. Support and plan for mitigation measures.
- b. Support requests and directives resulting from GEMA and/or other state agencies and federal partners concerning mitigation and/or re-development activities.
- c. Document matters that may be needed for inclusion in agency, county, or state/federal briefings, situation reports and action plans.

- d. Work to educate citizens on disaster preparedness and disaster mitigation activities.

II. CONCEPT OF OPERATIONS

A. Natural Disaster and Animals, Animal Industry and Wildlife

1. Strategy

The agency assigned primary responsibility for ESF 11 will coordinate with appropriate agencies and organizations to ensure operational readiness. Agencies with responsibilities for this section of ESF 11 will coordinate with the Georgia Department of Agriculture (GDA) and the Georgia Department of Natural Resources (DNR), and the lead state agencies for ESF 11. The GDA will develop and maintain Standard Operating Procedures to include, but not limited to poultry, cattle, swine, dairy, equine, goats, sheep, and companion animal industries for a natural disaster. DNR will develop and maintain Standard Operating Procedures regarding aquaculture, seafood, wildlife, and exotic animals for natural disasters and the preservation of natural, cultural, and historic resources.

2. Actions

a. Mitigation/Preparedness

- i. Develop mutual aid agreements with professional associations and private agencies/organizations.
- ii. Coordinate with ESF 6 in identifying potential pet friendly shelters near approved emergency American Red Cross shelters.
- iii. Participate in and/or conduct exercises or tests regularly, to validate this ESF and related SOPs.
- iv. Prepare, in conjunction with GEMA, public service announcements (PSAs) to increase public awareness regarding pet options and animal directives.
- v. Participate in drills and exercises to evaluate animal and animal industry response capability.

b. Response/Recovery

- i. Support the EMA-EOC with all available resources.
- ii. Coordinate local emergency response with regional and state systems.
- iii. Request additional personnel and equipment for triage and shelter facilities, when necessary.
- iv. Manage and direct evacuation of animals from risk areas and provide technical assistance to prevent animal injury and disease dissemination.
- v. Obtain additional supplies, equipment, personnel, and technical assistance from support agencies and the private sector.
- vi. Provide assistance and care for livestock and other animals impacted by the disaster. If this assistance and care cannot be provided locally, request assistance from ESF 11 through the SOC.

- vii. Provide information to state ESF 11 on all available animal shelter facilities and confinement areas identified, before, during and after the disaster.
- viii. Assist with the evacuation of animals from risk areas and provide technical assistance to prevent animal injury and disease dissemination. Request additional assistance from state ESF 11 as needed.
- ix. Support GA-SART(s) as necessary.
- x. Coordinate with supporting agencies and Volunteer Agencies Active in Disaster (VOAD) for additional animal emergency sheltering and stabling for both large and small animals.
- xi. Restore equipment and supplies to a normal state of operational readiness.
- xii. Maintain financial records on personnel, supplies, and other resources utilized. Report to EMA upon request.
- xiii. Resume day-to-day operations.

B. Nutrition Assistance and Food Safety

1. Strategy

The agency assigned primary responsibility for ESF 11 will coordinate with appropriate agencies and organizations to ensure operational readiness. Agencies with responsibilities for this section of the ESF, will coordinate with the EMA, GDA, and DNR. This function will be coordinated with and involve other support agencies and organizations.

2. Actions

a. Mitigation/Preparedness

- i. Identify agencies and organizations responsible for food safety inspections and monitoring and coordinate MOUs with appropriate entities.
- ii. Maintain procedures and responsibilities for food inspection and response to threatened food supplies.
- iii. Establish a system for the notification process of suspected or adulterated food supplies.
- iv. Participate in tests and exercises to evaluate communication with other agencies with food safety and security duties.
- v. Coordinate with ESF 6, the response to mass food distribution from secured sources.
- vi. Coordinate the development of an operational plan that will ensure timely distribution of food and drinking water.
- vii. Assess the availability of food supplies and storage facilities capable of storing dry, chilled, or frozen food.
- viii. Assess the availability of handling equipment and personnel for support.
- ix. Develop notification procedures for mobilizing food services, personnel, and resources.

- i. Coordinate with state and local agencies and authorities for requested support if county agencies are overwhelmed.
- ii. Identify proper state and federal agencies to contact in the event of suspicious activity contributing to adulterated food supplies.
- iii. Provide guidance for immediate local protective actions and reports, and establish communication with GDA and the Department of Human Resources (DHR).
- iv. Work with local EMA to determine critical food needs of the affected population in terms of numbers of people and their location.
- v. Coordinate community resources and personnel to assist with delivery services and/or distribution as necessary for secured food supplies.
- vi. Provide assistance in support of ESF 6 Mass Care, establishing distribution sites and requirements for distribution.
- vii. Establish linkages with volunteer and private agencies/organizations involved in congregate meal services.
- viii. Secure food, transportation, equipment, storage, and distribution facilities.
- ix. Initiate procurement of essential food and supplies not available from existing inventories.
- x. Refer victims needing additional food to volunteer and private agencies/organizations.
- xi. Coordinate with appropriate law enforcement in events where contamination of the food supply with a chemical or biological agent may have been suspicious or intentional.
- xii. Designate certain individuals to serve as expert points of contact for law enforcement.
- xiii. Provide for communication, surveillance, and response with all appropriate agencies in response to an act of agro terrorism.
- xiv. Coordinate public information and provide updates for ESF 15 to distribute to the public and media.
- xv. Maintain financial records on personnel, supplies, and resources utilized, and report expenditures to local EMA and GEMA upon request.
- xvi. Resume day-to-day operations.

C. Animal and Plant Diseases and Pests

1. Strategy

The agency assigned primary responsibility for ESF 11 will coordinate with appropriate agencies and organizations to ensure operational readiness. Agencies with responsibilities for this section of the ESF, will coordinate with the EMA, GDA, and DNR. This function will be coordinated with and involve other support agencies and organizations.

2. Actions

a. Mitigation/Preparedness

- i. Develop mutual aid agreements with government agencies, professional associations, and private agencies/organizations.
- ii. Work with GDA and DNR to train first responders, community leaders, and the agricultural industry at the awareness level in agro security and agro terrorism.
- iii. Work with GDA and DNR to provide for surveillance of foreign animal diseases or an animal disease, syndrome, chemical, poison, or toxin that may pose a substantial threat to the animal industries, aquaculture or seafood industries, the economy, or public health of the state.
- iv. Provide for surveillance of pests which may pose a potential or substantial threat to agriculture, horticulture, the economy, or the public health of the state.
- v. Develop local plans and resources to enhance awareness of surveillance for early detection of animal health emergencies and agro terrorism.
- vi. Conduct and/or participate in exercises, training sessions, and workshops to assist local communities and support agencies/organizations.
- vii. Encourage support agencies to develop emergency operations plans that detail their support functions for ESF 11.

b. Response/Recovery

- i. Work with GDA and other appropriate state agencies to coordinate the collection of samples, ensure proper packaging and handling, and deliver them to designated laboratories for testing.
- ii. Coordinate the crisis response and the resulting consequences, as well as cooperate with law enforcement officials and the State of Georgia in criminal investigations, if a terrorist act is suspected in connection with an agriculture, animal, or food incident.
- iii. Work with GDA to coordinate the decontamination and/or destruction of animals, plants, cultured aquatic products, food, and their associated facilities as determined necessary.
- iv. Support GDA's efforts to quarantine, stop sale, stop movement, and place other restrictions under GDA authority of animals, plants, equipment, and products as necessary to control and eradicate diseases and pests.
- v. Secure supplies, equipment, personnel and technical assistance from support agencies/organizations, and other resources to carry out the response plans associated with animal health emergency management or any act of agro terrorism that may pose a substantial threat to the state.
- vi. Manage and direct evacuation of animals from risk areas and provide technical assistance to prevent animal injury and disease dissemination.
- vii. Support any identified County Agriculture Response Teams(CARTs) and other local emergency response teams with the statewide support network and the State Agriculture Response Teams (GA-SARTs).
- viii. Determine need for mutual aid assistance and implement requests for assistance through local mutual aid agreements or through GEMA for state assistance, or mutual aid assistance through agreements such as the Emergency Management Assistance Compact (EMAC).

- ix. Request Veterinary Medical Assistance Team (VMAT) assistance through the SOC if needed.
- x. Coordinate operations to assure occupational safety measures are followed.
- xi. Coordinate damage assessment as necessary.
- xii. Restore equipment and supplies to a normal state of operational readiness.
- xiii. Coordinate public information to provide updates to ESF 15.
- xiv. Maintain financial records on personnel, supplies, and other resources utilized and report to local EMA and GEMA upon request.
- xv. Resume day-to-day operations.

D. Resource Protection

1. Strategy

The agency assigned primary responsibility for ESF 11 will coordinate with appropriate agencies and organizations to ensure operational readiness. Agencies with responsibilities for this section of the ESF, will coordinate with the EMA, GDA, and DNR. This function will be coordinated with and involve other support agencies and organizations. ESF 11 agencies will coordinate with public natural, cultural, and historic properties and state agencies to develop Standard Operating Procedures(SOPs) for disaster prevention, preparedness, and recovery. On the state level, the Georgia Archives will manage, monitor, and assist in or conduct response and recovery actions to minimize damage to natural, cultural, or historic property resources, including essential government and historical records. ESF 11 agencies will request assistance for this resource through the SOC.

2. Actions

a. Mitigation/Preparedness

- i. Participate in mutual aid agreements with government agencies, professional organizations, private agencies, and organizations.
- ii. Develop inventory of natural, cultural, and historic resources that will be covered by this plan.
- iii. Participate in and/or conduct workshops for historical and cultural properties to encourage developmental plans for disaster prevention, preparedness, and recovery.

b. Response/Recovery

- i. Support the disaster recovery with all available resources.
- ii. If criminal activity is suspected, cooperate with the criminal investigation jointly with appropriate state and federal law enforcement agencies.
- iii. Coordinate public information and provide updates for ESF 15 to distribute to the public and media.
- iv. Provide technical assistance to public natural, historic and cultural properties in damage assessment; request needed technical

assistance and damage assessment support from the state or federal government through the SOC.

- v. Work with the state to reopen public natural, historic, and cultural properties as soon as safely possible, to the public.
- vi. Request assistance from the state for preservation, scientific/technical, and records and archival management advice and information for stabilization, security, logistics, and contracting for recovery services of damaged natural, historic or cultural resources pertaining to documentary and archival records and historic documents.
- vii. Maintain financial records on personnel, supplies, and other resources utilized and report to local EMA and GEMA upon request.
- viii. Resume day-to-day operations.

III. RESPONSIBILITIES

A. Extension Service

- 1. Assist with agriculture production, animal industry, and wildlife adversely affected by a disaster.
- 2. Encourage support agencies to develop emergency operations plans that detail their support functions for ESF 11.

B. Effingham Animal Control

- 1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
- 2. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they relate to your area of responsibility.
- 3. Assemble a list of assets available to support the recovery and coordinate this information with the EOC.
- 4. Request the contributions through volunteer agencies and private sector businesses.
- 5. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
- 6. Participate in drills and exercises to evaluate local communications capability.
- 7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.
- 8. Work with GDA and DNR to provide for surveillance of foreign animal diseases or an animal disease, syndrome, chemical, poison, or toxin that may pose a substantial threat to the animal industries.

C. Effingham County Sheriff's Office

- 1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
- 2. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they relate to your area of responsibility.

3. Assemble a list of assets available to support the recovery and coordinate this information with the EOC.
4. Request the contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

D. Effingham Environmental services

Provide technical assistance to public natural, historic and cultural properties in damage assessment; request needed technical assistance and damage assessment support from the state or federal government through the SOC.

E. Effingham Health Department

Coordinate public information and provide updates for ESF 15 to distribute to the public and media.

EMERGENCY SUPPORT FUNCTION 12 ENERGY

Primary Agency

Effingham Public Works

Support Agencies

Effingham Board of Commissioners

Effingham Board of Education

Georgia Power

Planters EMC

I. INTRODUCTION

The emergency support function of energy services direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF provides operational guidance to those who are assigned to work in this ESF. The mission of this ESF is to coordinate response activities of energy and utility organizations in responding to and recovering from fuel shortages, power outages, and capacity shortages which impact or threaten to impact Effingham County citizens and visitors during and after a potential of actual disaster or emergency.

1. This ESF will coordinate providing sufficient fuel supplies to emergency response organizations and areas along evacuation routes.
2. Coordinate the provision of materials, supplies, and personnel for the support of emergency activities being conducted.
3. Maintain communication with utility representatives to determine emergency response and recovery needs.
4. Coordinate with schools and other critical facilities within the county to identify emergency shelter power generation status/needs; and coordinate with other ESFs with assistance in providing resources for emergency power generation.
5. Maintain lists of energy centric critical assets and infrastructures, and continuously monitors those resources to identify and correct vulnerabilities to energy facilities.
6. Addresses significant disruptions in energy supplies for any reason, whether caused by physical disruption of energy transmission and distribution systems, unexpected operational failure of such systems, or unusual economic or political events.

B. Scope

This ESF is structured to coordinate the provision of emergency supply and transportation of fuel and the provision of emergency power to support immediate response operations as well as restoring the normal supply of power to normalize community functioning. This ESF will work closely with local and state agencies, energy offices, energy suppliers and distributors.

The emergency operations necessary for the performance of this function include but are limited to:

Item XI. 5.

1. Preparedness

- a. Develop and maintain current directories of suppliers of services and products associated with this function.
- b. Establish liaison with support agencies and energy related organizations.
- c. In coordination with public and private utilities, ensure plans for restoring and repairing damaged energy systems are updated.
- d. In coordination with public and private utilities, establish priorities to repair damaged energy systems and coordinate the provision of temporary, alternate, or interim sources of natural gas supply, petroleum fuels, and electric power.
- e. Promote and assist in developing mutual assistance compacts with the suppliers of all power resources.
- f. Develop energy conservation protocols.
- g. Ensure all ESF 12 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

2. Response

- a. Analyze affected areas to determine operational priorities and emergency repair procedures with utility field personnel. Provide status of energy resources to the EOC Operations Group as required and, when possible, provide data by county.
- b. In coordination with public and private utilities, prioritize rebuilding processes, if necessary, to restore power to affected areas.
- c. Locate fuel for emergency operations.
- d. Administer, as needed, statutory authorities for energy priorities and allocations.
- e. Apply necessary County resources, to include debris removal, in accordance with established priorities in response to an emergency.
- f. Provide energy emergency information, education and conservation guidance to the public in coordination with the EOC Public Information Group.
- g. Coordinate with ESF 1 for information regarding transport of critical energy supplies.
- h. Plan for and coordinate security for vital energy supplies with ESF 13.
- i. Maintain continual status of energy systems and the progress of restoration.
- j. Utility repair and restoration activities to include collecting and providing energy damage assessment data to ESF 3.
- k. Recommend energy conservation measures.

3. Recovery

- a. Maintain coordination with all supporting agencies and organizations on operational priorities and emergency repair and restoration.
- b. Continue to provide energy emergency information, education and conservation guidance to the public in coordination with ESF15.
- c. Anticipate and plan for arrival of and coordinate with state ESF12 personnel in the EOC and the Joint Field Office.

- d. Continue to conduct restoration operations until all services have been restored.
- e. Ensure that ESF12 team members or their support agencies maintain appropriate records of costs incurred during the event.

4. Mitigation

- a. Anticipate and plan for mitigation measures.
- b. Support requests and directives resulting from the Governor and/or the state concerning mitigation and/or redevelopment activities.
- c. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this section of the ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

Energy services is the primary responsibility of Effingham Public Works and support for this function is the responsibility of Effingham Board of Commissioners, Effingham Board of Education, Georgia Power and Planters EMC.

1. Actions

a. Mitigation/Preparedness

- i. Establish liaison support to ensure responsiveness, in conjunction with EMA and the private sector.
- ii. Identify additional resources and assistance teams;
- iii. Develop emergency response support plans.
- iv. Prepare damage assessment, repair and restoration procedures, and reporting mechanisms.
- v. Recommend actions to conserve energy and conservation guidance.
- vi. Participate in drills and exercises to evaluate energy response capabilities.

b. Response/Recovery

- i. Determine critical energy supply needs of priority populations (e.g., infants, elderly, and other people with special needs).
- ii. Gather, assess, and share information on energy system damage, as well as estimate repair and restoration time.
- iii. Activate assistance teams and obtain necessary resources to assist in recovery.
- iv. Serve as the focal point for the EMA and EOC in order to protect the health and safety of affected persons.

- v. Work with the EMA to provide public service announcements on energy conservation, mitigation impacts, and restoration forecasts.
- vi. Coordinate with other affected areas to maximize resources and information exchange.
- vii. Conduct repair and maintenance operations until restoration of all services.
- viii. Maintain records, expenditures, and document resources utilized during recovery.

III. RESPONSIBILITIES

A. Effingham Public Works

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Assemble a list of energy and utility related assets available to support recovery and coordinate this information with the EOC.
4. Request volunteer agencies and private resources with assets to contribute those assets to the response effort.
5. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
6. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.
7. Effingham Public Works operates a mobile fuel transport that can be task with deliveries of diesel. Maintains contracts for fuel.

B. Effingham Board of Commissioners

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Assemble a list of energy and utility related assets available to support recovery and coordinate this information with the EOC.
4. Request volunteer agencies and private resources with assets to contribute those assets to the response effort.
5. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
6. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

C. Effingham Board of Education

The School system operates a fuel dispensing station and a mobile fuel hauler that can be task with other deliveries. Maintains contracts for purchase of motor fuel.

D. Georgia Power

Coordination of priorities and restoration status information.

E. Planter's EMC

Coordination of priorities and restoration status information

EMERGENCY SUPPORT FUNCTION 13 PUBLIC SAFETY AND SECURITY SERVICES

Primary Agency

Effingham County Sheriff's Office

Support Agencies

Effingham Coroner

G.S.P. Post 42

Guyton Police

Rincon Police Department

Springfield Police Department

I. INTRODUCTION

The emergency support function of public safety and security services involves direction and coordination, operations and follow-through during an emergency or disaster.

A. Purpose

This ESF integrates countywide public safety and security capabilities and resources to support the full range of incident management activities associated with potential or actual disaster or emergency.

1. Local, private sector, and specific State and Federal authorities have primary responsibility for public safety and security, and typically are the first line of response and support in these functional areas.
2. In most incident situations, local jurisdictions have primary authority and responsibility for law enforcement activities, utilizing the Incident Command System on scene. In large-scale incidents, additional resources should first be obtained through the activation of mutual aid agreements with neighboring localities and/or State authorities, with incident operations managed through a Unified Command structure.
3. Through ESF 13, State and/or Federal resources could supplement County and local resources when requested or required, as appropriate, and are integrated into the incident command structure using NIMS principals and protocols.
4. ESF 13 primary agencies facilitate coordination among supporting agencies to ensure that communication and coordination processes are consistent with stated incident management missions and objectives.
5. When activated, ESF 13 coordinates the implementation of authorities that are appropriated for the situation and may provide protection and security resources, planning assistance, technology support, and other technical assistance to support incident operations, consistent with agency authorities and resource availability.

B. Scope

This ESF is structured to oversee public safety to include law enforcement, victim recovery, and deceased identification and mortuary services. The emergency operations

1. Preparedness

- a. ESF 13 capabilities support incident management requirements including force and critical infrastructure protection, security, planning and technical assistance, technology support, and public safety in both pre-incident and post incident situations.
- b. ESF 13 is generally activated in situations requiring extensive assistance to provide public safety and security and where local government resources are overwhelmed or are inadequate, or in pre-incident or post incident situations that require protective solutions or capabilities unique to the county.
- c. ESF 13 will procure and regularly update a list of all agencies (public and private) that have the capability to provide law enforcement and security services and victim recovery and mortuary services.

2. Response

- a. Provide warning and communications in support of the communications and warning plans.
- b. Staff the EOC as directed.
- c. Provide security to the EOC.
- d. Secure evacuated areas, including safeguarding critical facilities, and controlling entry and exit points to the disaster area as requested.
- e. ESF 13 will coordinate with ESF 5 to request additional resources, if needed.
- f. ESF 13 will activate existing MOUs with appropriate entities.

3. Recovery

- a. Continue those operations necessary to protect people and property.
- b. Assist in return of evacuees.
- c. Assist with reconstitution of law enforcement agencies as necessary.
- d. Require ESF 13 team members or their agencies maintain appropriate records of costs incurred during the event.
- e. Phase down operations as directed by the EOC.

4. Mitigation

- a. ESF 13 agencies will conduct and/or support community education programs on survival and safety.
- b. Support requests and directives resulting from GEMA and/or other state agencies and federal partners concerning mitigation and/or redevelopment activities.
- c. Document matters that may be needed for inclusion in agency, county, state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

1. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

2. Actions

a. Mitigation/Preparedness

- i. Analyze hazards and determine law enforcement requirements.
- ii. Identify agencies, organizations and individuals capable of providing support services.
- iii. Develop MOUs with adjacent and support law enforcement agencies.
- iv. Analyze hazards, critical facilities, determine law enforcement requirements, and develop plans to preposition assets.
- v. Train regular and support personnel in emergency duties.
- vi. Develop plans to conduct initial damage assessment.
- vii. Establish and maintain liaison with federal, state and local agencies.
- viii. Develop and maintain standard operating procedures and plans, to include alerting lists of personnel and agencies.
- ix. Participate in and/or conduct exercises and training to validate this ESF and supporting SOPs.
- x. Ensure all ESF 13 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

b. Response/Recovery

- i. Provide warning and communications assistance in support of ESF 2.
- ii. Staff the EOC as directed.
- iii. Coordinate security for critical facilities, as needed.
- iv. Support evacuation plans with traffic control, communications, area patrols and security for shelters.
- v. Control entry and exit to the emergency or disaster area.
- vi. Control vehicle and individual access to restricted areas.
- vii. Continue operations necessary to protect people and property.
- viii. Coordinate public information and provide updates for ESF 15.
- ix. Assist in return of evacuees.
- x. Maintain records of expenditures and document resources utilized during recovery.
- xi. Resume day-to-day operations.

B. Victim Recovery Services

1. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this ESF, in cooperation with the EMA. This function will be coordinated with and involve other support agencies and organizations.

2. Actions

a. Mitigation/Preparedness

- i. This function will be coordinated with and involve other agencies/organizations.
- ii. Develop and maintain standard operating procedures and plans, to include alerting lists of personnel and agencies.
- iii. Establish and maintain standards for human remains recovery operations.
- iv. Establish and maintain human remains recovery support and reporting procedures.
- v. Recruit, train, and certify recovery personnel.
- vi. Develop an inventory of resources and establish a record keeping system.
- vii. Conduct or participate in exercises to evaluate recovery response capability.
- viii. Conduct and/or support community education programs on survival.

b. Response/Recovery

- i. Respond to requests by local EMA; monitor response efforts.
- ii. Support requests from neighboring counties and MOU/EMAC agreements.
- iii. Maintain records, expenditures, and document resources utilized during response and recovery.

C. Deceased Identification and Mortuary Services

1. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this ESF, in cooperation with the EMA. This function will be coordinated with ESF 5 and involve other support agencies and organizations.

2. Actions

a. Mitigation/Preparedness

- i. Develop plans for location, identification, removal and disposition of the deceased.
- ii. Establish a system for collecting and disseminating information regarding victims and have the operational capability to deliver the information in a field environment in coordination with the EOC Public Information Group.

- iii. Develop protocols and maintain liaison with Disaster Mortuary Operational Response Teams (DMORT).
- iv. Identify agencies, organizations and individuals capable of providing support services for deceased identification including the county coroner.
- v. Maintain a description of capabilities and procedures for alert, assembly and deployment of mortuary assistance assets.
- vi. Identify public and private agencies and organizations capable of providing support to victims' families.

b. Response/Recovery

- i. Initiate the notification of deceased identification teams.
- ii. Retain victim identification records.
- iii. Support evacuation plans with traffic control, communications, area patrols and security for shelters.
- iv. Coordinate DMORT teams and services through existing MOUs and EMAC agreements.
- v. Coordinate county assistance for next-of-kin notification.
- vi. Maintain records of expenditures and document resources utilized during response and recovery.

III. RESPONSIBILITIES

A. Effingham County Sheriff's Office

- 1. Identify agencies, organizations and individuals capable of providing support services for deceased identification.
- 2. Maintain a description of capabilities and procedures for alert, assembly and deployment of mortuary assistance assets.
- 3. Control entry and exit to the emergency or disaster area.
- 4. Control vehicle and individual access to restricted areas.
- 5. Assist with evacuation procedures
- 6. Assist with search and rescue of citizens
- 7. Provide security for the Critical Shelters

B. Effingham Coroner

Participate in planning for areas of agency expertise, and provide assistance and expertise as appropriate and in coordination with other ESF departments and agencies.

C. G.S.P. Post 42

Participate in planning for areas of agency expertise, and provide assistance and

expertise as appropriate and in coordination with other ESF departments and agencies.

D. Guyton Police

Participate in planning for areas of agency expertise, and provide assistance and expertise as appropriate and in coordination with other ESF departments and agencies.

E. Rincon Police Department

Participate in planning for areas of agency expertise, and provide assistance and expertise as appropriate and in coordination with other ESF departments and agencies.

F. Springfield Police Department

Participate in planning for areas of agency expertise, and provide assistance and expertise as appropriate and in coordination with other ESF departments and agencies.

EMERGENCY SUPPORT FUNCTION 14 LONG TERM RECOVERY AND MITIGATION

Primary Agency

Effingham County Emergency Management Agency

Support Agencies

City of Guyton

City of Rincon

City of Springfield

Effingham Development Services

I. INTRODUCTION

A. Purpose

This ESF provides operational guidance to those who are assigned to work in this ESF. The mission of this ESF is to provide a framework for Effingham County Emergency Management Agency support to municipal governments, nongovernmental organizations, and the private sector designed to enable community recovery from the long-term consequences of a disaster or emergency.

1. ESF 14 recognizes the primacy of affected governments and the private sector in defining and addressing risk reduction and long-term community recovery priorities.
2. Agencies continue to provide recovery assistance under independent authorities to municipal governments; the private sector; and individuals, while coordinating activities and assessments of need for additional assistance through the ESF 14 coordinator.
3. Support is tailored based on the type, extent, and duration of the event and long-term recovery period, and on the availability of state and federal resources.
4. Long-term community recovery and mitigation efforts are forward looking and market based, focusing on permanent restoration of infrastructure, housing, and the economy, with attention to mitigation of future impacts of a similar nature, when feasible.
5. The Federal Government uses the post incident environment as an opportunity to measure the effectiveness of previous community recovery and mitigation efforts.
6. ESF 14 facilitates the application of loss reduction building science expertise to the rebuilding of critical infrastructure (e.g., in repairing hospitals or emergency operation centers to mitigate for future risk).

B. Scope

Structure: This ESF will provide coordination during large-scale or catastrophic incidents that require assistance to address significant long-term impacts in the affected area (e.g., impacts on housing, businesses and employment, community infrastructure, and social services). Activities within the scope of this function include:

1. Preparedness

- a. Develop systems to use predictive modeling to determine vulnerable critical facilities as a basis for identifying recovery activities.
- b. Review County Hazard Mitigation Plan to identify vulnerable facilities.
- c. Analyze and evaluate long-term damage assessment data.
- d. Ensure all ESF 14 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

2. Response

Use predictive modeling to determine vulnerable critical facilities as a basis for identifying recovery activities.

3. Recovery

- a. Analyze evaluate long-term damage assessment data.
- b. In coordination with the state government, assign staff to identify and document economic impact and losses avoided due to previous mitigation and new priorities for mitigation in affected areas.
- c. Review the County Hazard Mitigation Plan for affected areas to identify potential mitigation projects.

4. Mitigation

- a. Support requests and directives resulting from the state and/or federal government concerning mitigation and/or re-development activities.
- b. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

- A. This ESF will assess the social and economic consequences in the impacted area and coordinate efforts to address long-term community recovery issues resulting from a disaster or emergency.
- B. Advise on the long-term recovery implications of response activities and coordinate the transition from response to recovery in field operations.
- C. Work with municipal governments; non-governmental organizations; and private sector organizations to conduct comprehensive market disruption and loss analysis and develop a comprehensive long-term recovery plan for the community.
- D. Identify appropriate State and Federal programs and agencies to support implementation of the long-term community recovery plan, ensure coordination, and identify gaps in resources available.
- E. Determine/identify responsibilities for recovery activities, and provide a vehicle to maintain continuity in program delivery among departments and agencies, and with municipal governments and other involved parties, to ensure follow-through of recovery and hazard mitigation efforts.
- F. Develops coordination mechanisms and requirements for post incident assessments, plans, and activities that can be scaled to incidents of varying types and magnitudes.
- G. Establishes procedures for integration of pre incident planning and risk assessment with post incident recovery and mitigation efforts.

- H. Facilitates recovery decision making across ESFs. Also facilitates awareness of post incident digital mapping and pre incident County and municipal hazard mitigation and recovery planning across ESFs

III. RESPONSIBILITIES

Supporting information and hazard analyses are contained in the appendix section of this plan.

A. Effingham County Emergency Management Agency

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.
4. Request contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability.

B. City of Guyton

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.
4. Request contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability.

C. City of Rincon

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.
4. Request contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability.

D. City of Springfield

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.

4. Request contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability.

E. Effingham Development Services

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.
4. Request contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability.

EMERGENCY SUPPORT FUNCTION 15 EXTERNAL AFFAIRS

Primary Agency

Effingham County Emergency Management Agency

Support Agencies

City of Guyton

City of Rincon

City of Springfield

Effingham Board of Commissioners

I. INTRODUCTION

The emergency support function of external affairs includes direction, policies, responsibilities, and procedures for disseminating timely, accurate, and easily understood information to the public before, during, and after a disaster or emergency situation. Hazard-specific appendices to this plan contain additional information for such specific emergencies.

A. Purpose

1. Ensures that sufficient County assets are deployed to the field during a potential or actual a disaster or emergency to provide accurate, coordinated, and timely information to affected audiences, including governments, media, the private sector, and the populace.
2. This ESF includes a provision for providing information in a clear, concise and accurate manner on actions to be taken by local agencies and governments and actions to be taken by the public. Every effort shall be made to prevent and counter rumors and inaccurate information.

B. Scope

The emergency operations necessary for the performance of this function include, but are not limited to:

1. Preparedness

- a. Develop a public information program to educate the public regarding the effects of common, emergency, and disaster situations.
- b. Develop plans to coordinate with international, national, state and local news media for emergency operations, before, during and after emergency situations.
- c. Develop plans to conduct a multi-agency/jurisdiction coordinated public information program during emergencies and disasters; this includes the establishment of a Joint Information Center (JIC).
- d. Develop plans and programs to educate news media that ESF 15 is the primary information center during emergency situations.

- e. Develop procedures to organize and operate a media briefing area and/or a JIC.
- f. Develop and maintain pre scripted EAS messages, news releases, and public service announcements, for all hazards to include hurricane and coastal storm, rainwater flooding, storm surge and tornado.
- g. Encourage development of disaster plans and kits for the public.
- h. Provide evacuation information to the affected public.
- i. Participate in exercises and training to validate this annex and supporting SOPs.
- j. Update public information responder listing, as necessary.
- k. Develop and implement training programs for all ESF members.
- l. Develop and maintain a roster with contact information of all ESF personnel.
- m. Ensure all ESF 15 personnel integrate NIMS and ICS principles in all planning and preparedness initiatives.

2. Response

- a. Alert agencies whose personnel, equipment, or other resources may be used.
- b. Provide timely and accurate EAS messages and news releases in common language and terminology to inform the public.
- c. Provide emergency public information to special needs populations.
- d. Coordinate with news media regarding emergency operations.
- e. Provide mass notification to urban and rural populations and provide periodic media updates.
- f. Execute a multi-agency/jurisdiction coordinated public information program.
- g. Organize and operate a press briefing area and a JIC, as appropriate.
- h. Supplement local emergency management public information operations, as necessary, and when resources are available.

3. Recovery

- a. Continue public information activities to include updating the public on recovery efforts.
- b. Anticipate and plan for arrival of and coordinate with state ESF 15 personnel in the EOC, and the Joint Field Office (JFO).
- c. Process and disseminate disaster welfare and family reunification information.

4. Mitigation

- a. Support and plan for mitigation measures.
- b. Support requests and directives resulting from the Governor and/or GEMA concerning mitigation and/or re-development activities.
- c. Document matters that may be needed for inclusion in agency or state/federal briefings, situation reports and action plans.

II. CONCEPT OF OPERATIONS

A. Strategy

EMA will coordinate overall information and planning activities for state agencies and organizations.

EMA will coordinate with appropriate agencies to ensure operational readiness of the Intel Function for the Emergency Operations Center (EOC).

Effingham County Emergency Management Agency provides primary responsibility of this ESF and support for this function is the responsibility of City of Guyton, City of Rincon, City of Springfield, and the Effingham Board of Commissioners.

B. Response Actions

1. Mitigation/Preparedness

- a. Develop a briefing and reporting system to include an EOC briefing, situation report, public information and federal request format for the EOC Intel Function;
- b. Share Intel formats with agencies and organizations that have primary functional responsibilities;
- c. Update the information and planning system as required; and
- d. Participate in and/or conduct exercises.

2. Response/Recovery

- a. Begin Intel Function upon activation of the EOC;
- b. Collect and process information from state agencies and organizations with primary Emergency Support Function responsibilities;
- c. Prepare EOC briefings, situation reports and geographic data for mapping to keep state and federal agencies and organizations, officials, local governments and local Emergency Management Agencies (EMAs) abreast of the severity and magnitude and provide updates to Public Affairs for media release;
- d. Provide technical assistance information and analysis to the EMA Director and EOC Chief, upon request;
- e. Coordinate needs and damage assessment of affected areas for dissemination to appropriate agencies and organizations;
- f. Track and record data necessary for federal declaration;
- g. Prepare information for after-action reports; and
- h. Resume day-to-day operations.

C. Public Information Services

1. Strategy

Standard Operating Procedures (SOPs) will be developed and maintained by the agency or organization that has primary responsibility for this section of the ESF. This function will be coordinated with and involve other support agencies and organizations.

The public information services function is the primary responsibility of Effingham County Emergency Management Agency and support for this function is the

2. Actions

a. Mitigation/Preparedness

- i. Designate an individual to serve as a public information officer or coordinator.
- ii. Develop protocol and designate a liaison for communication with local, state, and federal governments and to handle legislative inquiries.
- iii. Assist agencies and organizations with ESF responsibilities in development of uniform procedures for media releases (refer to Appendix I, Public Information Procedures).
- iv. Maintain a media directory (refer to Appendix J, Media Contact List).
- v. Support disaster public awareness initiatives through dissemination of information, news articles, PSAs, and presentation of audio-visual materials.
- vi. Establish communication resources to provide people with sensory disability (e.g., visual and hearing impaired) and non-English speaking persons with emergency management information regarding emergencies or disasters.
- vii. Educate the public on alert messages such as watches and warnings through media such as radio, television, and newspaper.
- viii. Develop protocols for agencies and organizations with functional support responsibilities (e.g., American Red Cross: opening of shelters, Department of Transportation: evacuation routing) to inform the media about emergency and/or disaster plans.
- ix. Participate in drills and exercises to evaluate public information capacity.

b. Response/Recovery

- i. Define public notification timeframe regarding an emergency or disaster and disseminate information to the media.
- ii. Maintain a system to ensure accurate dissemination of emergency information such as location, type of hazard, extent of damage, casualties, shelters open, evacuation routes, and other protective actions.
- iii. Provide a designated area for media briefings and/or press conferences and conduct briefings in a timely manner.
- iv. Provide updates (e.g., response to inquiries about missing relatives, restricted areas of access and reentry) regarding the emergency or disaster.
- v. Establish media responsibilities and appropriate spokespersons from local government, agencies, and organizations with ESF responsibilities.
- vi. Continue provision of public safety and other necessary assistance information throughout the recovery phase.
- vii. Provide advanced media releases to the GEMA-SOC.
- viii. Coordinate with other jurisdictions that share the media market.
- ix. Maintain records of expenditures and document resources utilized during recovery.

III. RESPONSIBILITIES

A. Effingham County Emergency Management Agency

1. Define the public notification time frame regarding an emergency or disaster, as well as disseminate information to the media.
2. Maintain a system to ensure accurate dissemination of emergency information, such as location, type of hazard, extent of damage, casualties, shelters open, evacuation routes, and other protective actions.
3. Provide a designated area for media briefings and/or press conferences and conduct briefings in a timely manner.

B. City of Guyton

Designate an individual to serve as a public information officer or coordinator.

C. City of Rincon

Designate an individual to serve as a public information officer or coordinator.

D. City of Springfield

Designate an individual to serve as a public information officer or coordinator.

E. Effingham Board of Commissioners

Maintain records of expenditures and document resources utilized during recovery.

ACRONYM

ARC	American Red Cross
BOE	Board of Education
CERT	Community Emergency Response Team
DFACS	Department of Family and Children's Services
DFO	Disaster Field Office
DRC	Disaster Recovery Center
EAS	Emergency Alert System
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
ESF	Emergency Support Function
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
GANG	Georgia National Guard
GEMA	Georgia Emergency Management Agency
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
JFO	Joint Field Office

JIC	Joint Information Center
JOC	Joint Operations Center
MOU	Memorandum of Understanding
NIMS	National Incident Management System
NRP	National Response Plan
OHS	Office of Homeland Security
PDAT	Preliminary Damage Assessment Team
PIO	Public Information Officer
POC	Point of Contact
SA	Salvation Army
SAR	Search and Rescue
SCO	State Coordinating Officer
SITREP	Situation Report
SNPS	Special Needs Population Shelters
SOC	State Operations Center
SOP	Standard Operating Procedure
USACE	US Army Corps of Engineers
VOAD	Volunteer Organizations Active in Disasters
WMD	Weapons of Mass Destruction

AUTHORITIES AND REFERENCES

- Local Curfews
- Georgia Emergency Management Act of 1981, as amended.
- Georgia Emergency Operations Plan, revised January 2017.
- Local Resolution for Emergency Management.
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended. (<http://www.fema.gov/library/stafact.shtm>)

EMERGENCY SUPPORT FUNCTION ACTIVATION CHECKLIST

1. Receive notification of ESF Activation from Effingham County Emergency Management Agency.
2. Notify all ESF supporting agencies.
3. Verify status of Activation of the EOC.
4. Send Representative to the EOC at designated times.
5. Sign in at EOC Security Station to receive badge and log hours.
6. Report arrival to Operations Chief and EOC Manager.
7. Obtain situation briefing from EOC staff.
8. Ensure adequate staffing for 24-hour coverage. Confirm names and hours of liaison staff with appropriate agencies.
9. Inventory go kits and work area. Check supplies, phone, and computer. Report any deficiencies to the EOC Manager.
10. Establish filing system (may include, but not limited to, status reports, situation reports, briefing papers, assignments, mission tasking, telephone rosters, daily reports, etc).
11. Establish contact with forward deployed teams or other agencies, as required. Exchange point of contact information and establish reporting times for all elements.
12. Begin gathering information and provide operational report to Operations Chief.

GLOSSARY

Alternate Emergency Operations Center - A site located away from the primary Emergency Operations Center where officials exercise direction and coordination in an emergency or disaster.

Area Command - An organization established to oversee the management of multiple incidents that are each being handled by an Incident Command System organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned.

Catastrophic Incident - A natural or manmade incident, which results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, and/or government functions

Command Post - A designated location to communicate and exercise direction and coordination over an emergency or disaster.

Continuity of Government - Measures taken to ensure coordination of essential functions of government in the event of an emergency or disaster.

Critical Facilities - Schools, libraries, hospitals, public roads, water and sanitation systems, public safety buildings and other essential infrastructure.

Cyber - Pertaining to computers and their support systems, such as servers, routers, and switches that support critical infrastructure.

Damage Assessment - An appraisal or determination of the number of injuries or deaths, damage to public or private property, status of critical facilities, services, communication networks, public works and utilities, and transportation resulting from a man-made or natural disaster.

Decontamination - Reduction or removal of chemical, biological or radioactive material from a structure, area, object, or person.

Direction and Coordination - Determining and understanding responsibilities so as to respond appropriately and expeditiously at a centralized center and/or on scene location during emergency operations.

Disaster - A man-made or natural disaster resulting in severe property damage, injuries and/or death within a community or multi-jurisdictional area that requires local, state, and federal assistance to alleviate damage, loss, hardship, or suffering.

Disaster Recovery Center (DRC) - A facility established in a centralized location within or near the disaster area at which disaster victims (individuals, families, or businesses) apply for disaster aid.

Drill - A practical approach or procedure that involves elements of a preparedness plan or the use of specific equipment to evaluate a plan prepared response.

Emergency - As defined by the Stafford Act, an emergency is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

Emergency Alert System (EAS) - A digital voice/text technology communications system consisting of broadcast stations and interconnecting facilities authorized by the Federal

Communications Commission to provide public information before, during, and after disasters.

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Emergency Management - An organized analysis, planning, direction, and coordination of resources to mitigate, prepare, respond, and assist with recovery from an emergency or disaster.

Emergency Management Agency (EMA) - Local government agency, established by local resolution(s), charged with the responsibility for local emergency management mitigation, preparedness, response, and recovery activities within the jurisdiction.

Emergency Management Agency Director - An individual with primary responsibility for emergency management mitigation, preparedness, response, and recovery within the jurisdiction.

Emergency Operations Center (EOC) - Physical location at which local government officials and designated agencies and/or organization representatives coordinate information and resources to support domestic management activities.

Emergency Operations Plan (EOP) - A document describing mitigation, preparedness, response, and recovery actions necessary by local government and designated and supporting agencies or organizations in preparation of an anticipated emergency or disaster.

Emergency Support Function (ESF) - 15 identified government and private sector capabilities organized in into a structure to facilitate assistance required during mitigation, preparedness, response, and recovery to save lives, protect health and property, and maintain public safety.

Evacuation - Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Evacuees - Persons moving from areas threatened or struck by an emergency or disaster.

Exercise - A simulated occurrence of a man-made or natural emergency or disaster involving planning, preparation, operations, practice and evaluation.

Federal Disaster Assistance - Aid to disaster victims and state and local governments by the Federal Emergency Management Agency and other federal agencies available once a Presidential Declaration has been made.

First Responder - Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment.

Georgia Emergency Management Agency (GEMA) - A state agency established by state law, responsible for statewide emergency management mitigation, preparedness, response and recovery activities within the State of Georgia.

Hazard - A dangerous situation or occurrence that may result in an emergency or disaster.

Hazard Mitigation - Any measure that will reduce potential damage to property, persons or life from a disaster or emergency from a predetermined possible hazard.

Hazardous Material - Substance or material that has been determined to be capable of posing an unreasonable risk to health, safety, and property including pollutants and contaminants when released into the environment.

Hazardous Materials Incident - An occurrence resulting in the uncontrolled release of hazardous materials accident capable of posing a risk to health, safety, and property.

In-kind Donations - Donations given in the form of goods, commodities, or services rather than money.

Incident - An occurrence or event, natural or manmade caused, that requires an emergency response to protect life or property.

Incident Command Post (ICP) - Field location at which the primary tactical level, on scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities.

Incident Command System (ICS) - A management tool consisting of procedures for organizing personnel, facilities, equipment and communications at the scene of an emergency.

Incident Commander - The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident of Critical Significance - An actual or potential high impact event that requires a coordinated and effective response by an appropriate combination of County, local, nongovernmental, and/or private sector entities in order to save lives and minimize damage, and provide the basis for long-term community recovery and mitigation activities.

Infrastructure - The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Joint Information Center (JIC) - A facility established to coordinate all incident related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Operations Center (JOC) - The JOC is the focal point for all Federal investigative law enforcement activities during a terrorist or potential terrorist incident or any other significant criminal incident.

Jurisdiction - A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authorities. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison Officer - A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Government - County, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments, regional or interstate government entity, or agency or instrumentality of a local government; or a rural community, unincorporated town or village, or other public entity.

Major Disaster - As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement

the efforts and available resources of States, local governments, and disaster relief organizations in all the damage, loss, hardship, or suffering caused thereby.

Memorandum of Understanding (MOU) - A written memorandum of understanding between agencies and organizations to share resources and assistance during an emergency or disaster.

Mitigation - Activities designed to reduce or eliminate risks to persons or property or life, to lessen the actual or potential effects or consequences of an emergency or disaster.

Mobile Command Post (MCP) - A vehicle having the capability to communicate and exercise direction and coordination over an emergency or disaster.

Mutual Aid Agreement - Written agreement between agencies, organizations, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National Incident Management System (NIMS) - A system that provides a consistent, nationwide approach for Federal, State, and local governments; the private sector; and NGOs to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

Natural Resources - Natural resources include agriculture, biota, fish, livestock, wildlife, domesticated animals, plants, and water.

Nongovernmental Organization - A nonprofit or private sector entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government.

Occupational Safety and Health Administration (OSHA) - Branch of the U.S. Department of Labor responsible for establishing and enforcing safety and health standards in the workplace.

Operating Condition (OPCON) - Scale with increasing levels of preparedness from five to one requiring performance of predetermined actions in response to a perceived or real threat.

Power Outage - An interruption or loss of electrical service due to disruption of power generation or transmission caused by accident, sabotage, natural hazards, equipment failure, or fuel shortage.

Preparedness - Maintaining emergency management capabilities in readiness, preventing capabilities from failing, and augmenting the jurisdiction's capability including training, developing, conducting and evaluating exercises, identifying, and correcting deficiencies, and planning to safeguard personnel, equipment, facilities, and resources from effects of a hazard.

Presidential Declaration - When disaster exceeds local and state government's capacity to respond, or provide sufficient resources for response, the state's Governor may request federal assistance, which is then approved by the President in the form of a Presidential Declaration which then increases federal aid to the affected areas.

Primary Responsibility - An agency or organization designated leadership and coordination of a specific emergency support function so as to mitigate, prepare, respond, and assist with recovery of an emergency or disaster.

Private Sector - Organizations and entities that are not part of any governmental structure. Includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

Public Health - Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals and wildlife.

Public Information - Dissemination of information in anticipation of an emergency or disaster and timely actions, updates, and instructions regarding an actual occurrence.

Public Information Officer - A designated individual responsible for preparing and coordinating the dissemination of emergency public information.

Public Works - Work, construction, physical facilities, and services provided by governments for the benefit and use of the public.

Recovery - Long-term activities beyond damage assessment necessary to satisfy immediate life support needs, maintain logistical support, begin restoration of the infrastructure, identify individuals and communities eligible for disaster assistance, and implement post disaster mitigation.

Resources - Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an Emergency Operations Center.

Response - Time sensitive actions to save lives and/or protect property, stabilize emergency or disaster situations, and initiate actions to notify emergency management representatives of the crisis, evacuate and/or shelter the population, inform the public about the situation, assess the damage, and request additional assistance, as needed.

SARA - Superfund Amendments and Reauthorization Act of 1986.

Shelter - A designated facility that provides temporary congregate care for individuals and families who have been forced from their homes by an emergency or disaster.

Shelter Management - The internal organization, administration, and operation of a shelter facility by the American Red Cross.

Staging Area - A location pre-selected for emergency management equipment, vehicles, and personnel to begin coordinated operations, deployment of personnel to host jurisdictions and other assistance to affected communities.

Standard Operating Procedures (SOP) - Directions, detailing task assignments, and a step by step process of responsibilities relating to each Emergency Support Function or in relation to organizational response.

State Operations Center (SOC) - Permanent facility designated by the State Emergency Management Agency as the central location for information gathering, disaster analysis, and response coordination before, after and during a disaster.

Strategic Plan - A plan that addresses long-term issues such as impact of weather forecasts, time-phased resource requirements, and problems such as permanent housing for displaced disaster victims, environmental pollution, and infrastructure restoration.

Support Agencies - An agency or organization which provides assistance to the primary agency or organization with designated Emergency Support Function responsibility.

Terrorism - The unlawful use or threatened use of force or violence by a person or an organized group against people or property with the intention of intimidating or coercing societies or

governments, often for ideological or political reasons.

Unaffiliated Volunteer - An individual who is not formally associated with a recognized voluntary disaster relief organization; also known as a "spontaneous" or "emergent" volunteer.

Unified Command - An application of Incident Command System (ICP) used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

Unsolicited Goods - Donated items offered by and/or sent to the incident area by the public, the private sector, or other source, that have not been requested by government or nonprofit disaster relief coordinators.

Urban Search and Rescue - Operational activities that include locating, extricating, and providing on-site medical treatment to victims trapped in collapsed or damaged structures.

Volunteer - Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed.

Volunteer and Donations Coordination Center - Facility from which the Volunteer and Donations Coordination Team operates to review and process offers.

Warning - Alerting local government, agencies and organizations with emergency support function responsibilities, and the public regarding the threat of extraordinary danger (e.g., tornado warning, hurricane warning, severe storm warning) and that such occurrence has been sighted or observed specifying related effects that may occur due to this hazard.

Watch - Indications by the National Weather Service that, in a defined area, conditions are possible or favorable for the specific types of severe weather (e.g., flashflood watch, tropical storm watch).

Weapon of Mass Destruction - Any weapon that is designed or intended to cause widespread destruction resulting in serious bodily injury or death through the release, dissemination, or impact of toxic substance at a level dangerous to human life.

P = PRIMARY AGENCY:

Responsible for Management of the ESF; Devise, coordinate, and implement disaster recovery plans for the ESF.

S = SUPPORT AGENCY:

Responsible to provide expertise, experience, and assets to the ESF as needed or requested by the Primary Agency.

ESF's:

- 1 = TRANSPORTATION
- 2 = COMMUNICATIONS
- 3 = PUBLIC WORKS / ENGINEERING
- 4 = FIREFIGHTING
- 5 = EMERGENCY MANAGEMENT
- 6 = MASS CARE
- 7 = RESOURCE SUPPORT
- 8 = PUBLIC HEALTH / MEDICAL
- 9 = SEARCH AND RESCUE
- 10 = HAZARDOUS MATERIALS
- 11 = AG / NATURAL RESOURCES
- 12 = ENERGY
- 13 = PUBLIC SAFETY
- 14 = LONG TERM RECOVERY
- 15 = EXTERNAL AFFAIRS

ESF SUMMARY OF RESPONSIBILITIES

Amateur Radio Emergency Service

ESF 2: Communications (Support)

Amateur radio is prepared to provide point to point communications when all other communications methods are overloaded or non-functional. The group of volunteers typically provide and operate their own radio equipment. A local 2-meter repeater is provided by EMA on 146.745 MHz using tone 97.4 the repeater, and is located at the landfill tower site. Amateur radios are located at the EOC, and Amateur operators will test and maintain this equipment.

American Red Cross - Savannah Chapter

ESF 6: Mass Care (Support)

1. Open, administer and operate all shelters.
2. Attend regular coordination meetings to ensure planning functions are implemented to support this ESF.
3. Identify and provide staff representatives to support the ESF and other operational information related to these activities.
4. Request volunteer agencies and private resources with assets to contribute those assets to the response effort.
5. Participate in drills and exercises to evaluate local capability.
6. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

City of Guyton

ESF 3: Public Works / Engineering (Support)

1. Obtain required waivers and clearances related to ESF support.
2. Attend coordination meetings to ensure planning functions are implemented in support.
3. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they related to your responsibility. Also to develop procedures to obtain private sector support as required.
4. Assemble a list of public works and engineering related assets available to support recovery and coordinate this information with the EOC.
5. Request asset contributions from volunteer and private sector agencies.
6. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.

7. Participate in drills and exercises to evaluate local communications capability.

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8. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

ESF 5: Emergency Management (Support)

1. Attend coordination meetings to ensure planning functions are implemented.
2. Identify and provide staff representatives to support the ESF and other operational information related to critical activities.
3. Request asset contributions from volunteer and private sector agencies.
4. Participate in drills and exercises to evaluate local capability.
5. Maintain records of expenditures and document resources utilized during recovery in accordance with RESOURCE SUPPORT policies and procedures and report these records to the Primary Agency.

ESF 7: Resource Support (Support)

1. Attend coordination meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on your area of responsibility.
3. Locate, procure, and issue resources to other county agencies for use in emergency operations necessary to support the EOP or to promote public safety.
4. Locate and coordinate the use of available space for incident management activities.
5. Coordinate and determine the availability and provision of consumable non-edible supplies stocked in distribution facilities and customer supply centers when available.
6. Procure required stocks from vendors or suppliers when county items are not available.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies.

ESF 14: Long Term Recovery (Support)

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.
4. Request contributions through volunteer agencies and private sector businesses.

5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.

6. Participate in drills and exercises to evaluate local communications capability. ESF

15: External Affairs (Support)

Designate an individual to serve as a public information officer or coordinator.

City of Rincon

ESF 3: Public Works / Engineering (Support)

1. Obtain required waivers and clearances related to ESF support.
2. Attend coordination meetings to ensure planning functions are implemented in support.
3. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they related to your responsibility. Also to develop procedures to obtain private sector support as required.
4. Assemble a list of public works and engineering related assets available to support recovery and coordinate this information with the EOC.
5. Request asset contributions from volunteer and private sector agencies.
6. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
7. Participate in drills and exercises to evaluate local communications capability.
8. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

ESF 5: Emergency Management (Support)

1. Attend coordination meetings to ensure planning functions are implemented.
2. Identify and provide staff representatives to support the ESF and other operational information related to critical activities.
3. Request asset contributions from volunteer and private sector agencies.
4. Participate in drills and exercises to evaluate local capability.
5. Maintain records of expenditures and document resources utilized during recovery in accordance with RESOURCE SUPPORT policies and procedures and report these records to the Primary Agency.

ESF 7: Resource Support (Support)

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1. Attend coordination meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on your area of responsibility.
3. Locate, procure, and issue resources to other county agencies for use in emergency operations necessary to support the EOP or to promote public safety.
4. Locate and coordinate the use of available space for incident management activities.
5. Coordinate and determine the availability and provision of consumable non-edible supplies stocked in distribution facilities and customer supply centers when available.
6. Procure required stocks from vendors or suppliers when county items are not available.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies.

ESF 14: Long Term Recovery (Support)

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.
4. Request contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability. ESF

15: External Affairs (Support)

Designate an individual to serve as a public information officer or coordinator.

City of Springfield

ESF 3: Public Works / Engineering (Support)

1. Obtain required waivers and clearances related to ESF support.
2. Attend coordination meetings to ensure planning functions are implemented in support.
3. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they related to your responsibility. Also to

develop procedures to obtain private sector support as required.

4. Assemble a list of public works and engineering related assets available to support recovery and coordinate this information with the EOC.
5. Request asset contributions from volunteer and private sector agencies.
6. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
7. Participate in drills and exercises to evaluate local communications capability.
8. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

ESF 5: Emergency Management (Support)

1. Attend coordination meetings to ensure planning functions are implemented.
2. Identify and provide staff representatives to support the ESF and other operational information related to critical activities.
3. Request asset contributions from volunteer and private sector agencies.
4. Participate in drills and exercises to evaluate local capability.
5. Maintain records of expenditures and document resources utilized during recovery in accordance with RESOURCE SUPPORT policies and procedures and report these records to the Primary Agency.

ESF 7: Resource Support (Support)

1. Attend coordination meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on your area of responsibility.
3. Locate, procure, and issue resources to other county agencies for use in emergency operations necessary to support the EOP or to promote public safety.
4. Locate and coordinate the use of available space for incident management activities.
5. Coordinate and determine the availability and provision of consumable non-edible supplies stocked in distribution facilities and customer supply centers when available.
6. Procure required stocks from vendors or suppliers when county items are not available.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies.

ESF 14: Long Term Recovery (Support)

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.
4. Request contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability. ESF

15: External Affairs (Support)

Designate an individual to serve as a public information officer or coordinator.

Effingham 9-1-1

ESF 2: Communications (Primary)

1. Coordinate with each support agency through regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Oversee the coordination and management of communications resources, facilities and equipment and initiate alternate and backup systems as needed.
3. Develop maintenance and protection arrangements for inoperative communications equipment.
4. Coordinate communications with response operations, shelters, lodging, and food facilities.
5. Continue coordinated communications to achieve rapid recovery and contact with the Emergency Operations Center (EOC).
6. Maintain records of expenditures and document resources utilized during response and recovery efforts.
7. Coordinate the various types of communications within the county, including landline telephones, cellular telephones, 800 MHz, VHF, marine band, amateur radio, citizens band radios and emergency response agencies in affected areas.

Effingham Animal Control

ESF 11: Ag / Natural Resources (Support)

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they relate to your area of responsibility.

3. Assemble a list of assets available to support the recovery and coordinate this information with the EOC.
4. Request the contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.
8. Work with GDA and DNR to provide for surveillance of foreign animal diseases or an animal disease, syndrome, chemical, poison, or toxin that may pose a substantial threat to the animal industries.

Effingham Board of Commissioners

ESF 5: Emergency Management (Support)

Support ESFs across the spectrum of incident management, from prevention to response and recovery.

ESF 12: Energy (Support)

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Assemble a list of energy and utility related assets available to support recovery and coordinate this information with the EOC.
4. Request volunteer agencies and private resources with assets to contribute those assets to the response effort.
5. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
6. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

ESF 15: External Affairs (Support)

Maintain records of expenditures and document resources utilized during recovery.

Effingham Board of Education

ESF 1: Transportation (Primary)

Make school buses, resources, personnel, equipment, vehicles and fuel available as needed to assist in fulfilling transportation needs.

ESF 2: Communications (Support)

Item XI. 5.

The Board of Education operates a UHF conventional radio system, primarily between the school buildings and busses. This system could be utilized by other agencies in support of emergency operations. The school buildings have facilities for taking and handling phone calls, some with 30 or more phone lines. The school system also has equipment to distribute messages to a call list and phone in info lines.

ESF 6: Mass Care (Support)

1. Support sheltering activities with personnel and facilities.
2. Provide security at BOE facility shelters as required.
3. Attend regular meetings to ensure planning functions are implemented to support
4. Identify and provide staff representatives to support the ESF and other operational
5. Request contributions through volunteer agencies and private sector businesses.
6. Participate in drills and exercises to evaluate local capability.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

ESF 12: Energy (Support)

The School system operates a fuel dispensing station and a mobile fuel hauler that can be task with other deliveries. Maintains contracts for purchase of motor fuel.

Effingham Development Services

ESF 5: Emergency Management (Support)

1. Attend coordination meetings to ensure planning functions are implemented.
2. Identify and provide staff representatives to support the ESF and other operational information related to critical activities.
3. Request asset contributions from volunteer and private sector agencies.
4. Participate in drills and exercises to evaluate local capability.
5. Maintain records of expenditures and document resources utilized during recovery in accordance with RESOURCE SUPPORT policies and procedures and report these records to the Primary Agency.

ESF 14: Long Term Recovery (Support)

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.

2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.
4. Request contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability. ESF

Effingham Coroner

ESF 13: Public Safety (Support)

Participate in planning for areas of agency expertise, and provide assistance and expertise as appropriate and in coordination with other ESF departments and agencies.

Effingham County Emergency Management Agency

ESF 2: Communications (Support)

Effingham EMA maintains satellite telephone service and has a single phone activated and ready. Effingham EMA is also responsible for the daily operations of the countywide trunked radio system. Technical support and infrastructure support is transferrable to other local radio systems.

ESF 5: Emergency Management (Primary)

1. Coordinate with each support agency through regular meetings to ensure planning functions are implemented to support this ESF.
2. Coordinate the flow of information within the Emergency Operations Center.
3. Coordinate the efforts to collect, process, report, and display essential information.
4. Facilitate support for planning response operations.
5. Distribute plans and reports to the state and other ESFs.
6. Maintain records of expenditures and document resources utilized during response and recovery efforts.
7. Attend regularly scheduled meetings to ensure planning functions are implemented in support.

8. Identify and provide staff representatives to support the ESF and other operational information related to these activities.
9. Request asset support from volunteer and private sector agencies.
10. Participate in drills and exercises to evaluate local response capabilities.
11. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and forward records to the primary agencies.

ESF 6: Mass Care (Support)

1. Support sheltering activities with personnel and facilities.
2. Provide security at BOE facility shelters as required.
3. Attend regular meetings to ensure planning functions are implemented to support
4. Identify and provide staff representatives to support the ESF and other operational
5. Request contributions through volunteer agencies and private sector businesses.
6. Participate in drills and exercises to evaluate local capability.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

ESF 7: Resource Support (Support)

1. Attend coordination meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on your area of responsibility.
3. Locate, procure, and issue resources to other county agencies for use in emergency operations necessary to support the EOP or to promote public safety.
4. Locate and coordinate the use of available space for incident management activities.
5. Coordinate and determine the availability and provision of consumable non-edible supplies stocked in distribution facilities and customer supply centers when available.
6. Procure required stocks from vendors or suppliers when county items are not available.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies.

ESF 14: Long Term Recovery (Primary)

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.

2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Develop procedures to obtain private sector support as required.
4. Request contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need, as well as logistical requirements necessary, to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability. ESF

15: External Affairs (Primary)

1. Define the public notification time frame regarding an emergency or disaster, as well as disseminate information to the media.
2. Maintain a system to ensure accurate dissemination of emergency information, such as location, type of hazard, extent of damage, casualties, shelters open, evacuation routes, and other protective actions.
3. Provide a designated area for media briefings and/or press conferences and conduct briefings in a timely manner.

Effingham County Prison

ESF 1: Transportation (Support)

Immediately following an incident of critical significance, assess the overall status of the transportation system within the county and begin determination of potential needs and resources.

Effingham County Sheriff's Office

ESF 2: Communications (Support)

1. Effingham Sheriff's Office maintains 24/7 dispatching service capabilities and provides a hub for incoming emergency calls that could be distributed to the appropriate emergency service, or transferred to E911.
2. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
3. Participate in drills and exercises, in order to evaluate local communications capability.
4. Maintain records of expenditures and document resources utilized during recovery, in accordance with Resource Support policies and procedures, and report these records to the Emergency Management Agency.
5. Coordinate communication asset information with the Emergency Management Agency.
6. Attend regular coordination meetings to ensure planning functions are implemented in support.

Provide security and control of designated shelters and PODS ESF 11:

Ag / Natural Resources (Support)

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs as they relate to your area of responsibility.
3. Assemble a list of assets available to support the recovery and coordinate this information with the EOC.
4. Request the contributions through volunteer agencies and private sector businesses.
5. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
6. Participate in drills and exercises to evaluate local communications capability.
7. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.

ESF 13: Public Safety (Primary)

1. Identify agencies, organizations and individuals capable of providing support services for deceased identification.
2. Maintain a description of capabilities and procedures for alert, assembly and deployment of mortuary assistance assets.
3. Control entry and exit to the emergency or disaster area.
4. Control vehicle and individual access to restricted areas.
5. Assist with evacuation procedures
6. Assist with search and rescue of citizens
7. Provide security for the Critical Shelters

Effingham County Water and Sewer

ESF 3: Public Works / Engineering (Support)

Effingham County water/sewer operations are based out of the South Effingham Wastewater Reclamation Facility located at 805 Low Ground Road, they have the capability through equipment and supplies to install, repair and/or cutoff damaged water lines within Effingham County in the event of an emergency. The Wastewater Reclamation Facility is a non-discharging, tertiary treatment plant.

Effingham Emergency Medical Service

ESF 6: Mass Care (Support)

Supply paramedics as a substitute when there is a shortage of nurses at shelter operations.

ESF 8: Public Health / Medical (Support)

1. Plan for establishment of staging areas for medical personnel, equipment, and supplies.
2. Assist the coordination of patient evacuation and relocation.

ESF 9: Search and Rescue (Support)

Provide immediate medical assistance to trapped victims.

Effingham Environmental services

ESF 8: Public Health / Medical (Support)

1. Monitor environmental surveillance.
2. Continue long-term emergency environmental activities.

ESF 11: Ag / Natural Resources (Support)

Provide technical assistance to public natural, historic and cultural properties in damage assessment; request needed technical assistance and damage assessment support from the state or federal government through the SOC.

Effingham Fire Rescue

ESF 2: Communications (Support)

Effingham Fire has a mobile communications trailer that is stocked with portable radios, mobile radios and portable repeaters. The fire department would need to furnish a trained individual to operate this equipment. Effingham Fire maintains a VHF portable radio cache in a carrying case.

ESF 4: Firefighting (Primary)

1. Coordinate the provision of local firefighting personnel and equipment.
2. Coordinate and assign any responding mutual aid resources.
3. Coordinate those resources volunteered for ESF 4 (Firefighting) from other unidentified sources.
4. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs.
5. Assemble a complete list of available firefighting resources within their district that may be available for response, and coordinate this information with the EOC.

Search and Rescue (Primary)

1. Recruit train and certify search and rescue personnel. Mobilize support personnel and equipment.
2. Establish and maintain uniform search and rescue procedures
3. The designated EOC Fire Department Coordinator will coordinate provision of representatives on a 24-hour basis to the EOC. The composition of each SAR team shall be determined by the Incident Commander/ SAR Coordinator.

ESF 10: Hazardous Materials (Primary)

Provide, obtain, or recommend training for response personnel using courses made available by FEMA, Department of Energy (DOE), Nuclear Regulatory Commission (NRC), the Georgia Public Safety Training Center, EPA, and manufacturers and transporters of hazardous materials, as well as training based on OSHA requirements for each duty position. Participate in drills and exercises to evaluate hazardous materials response capabilities.

Effingham Health Department

ESF 6: Mass Care (Support)

Coordinate, locate, supply nurses for shelter operations. Monitor food and water for contamination.

ESF 8: Public Health / Medical (Primary)

1. Coordinate with each support agency through regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Provide leadership in directing, coordinating and integrating the overall county efforts to provide medical and public health assistance to the affected area.
3. Conduct initial assessment of health and medical needs.
4. Determine need for additional personnel and resources and initiate request mutual aid to EOC.
5. Coordinate and direct the activation and deployment of voluntary resources of health/medical personnel, supplies and equipment.
6. Establish, as needed, active and passive surveillance systems for the protection of public health.
7. Coordinate the response for: hazardous materials, safety of food and drugs, radiological hazards, mental health problems victims, water systems and victim identification/mortuary services.

ESF 11: Ag / Natural Resources (Support)

Coordinate public information and provide updates for ESF 15 to distribute to the public and media.

ESF 8: Public Health / Medical (Support)

1. Coordinate the evacuation of patients from the disaster area as requested.
2. Coordinate the transport of victims to medical facilities outside the county in accordance with approved trauma transport protocols.

Effingham Public Works**ESF 1: Transportation (Support)**

Coordinate with the support agencies in directing transportation resources and prioritizing the needs for transportation services as well as providing temporary signs and assisting with refueling needs.

ESF 3: Public Works / Engineering (Primary)

1. Serve as the Primary coordinator for debris removal and related tasks.
2. Assist with the provision of water (potable and non-potable) and ice into the disaster area if local supplies become inadequate.
3. In coordination with local emergency management officials, develop policy for conservation, distribution and use of potable and firefighting water.
4. Identify and locate chemicals to maintain a potable water supply.
5. Include an alerting list in the SOP, to include points of contact and telephone numbers, of agencies, counties, municipalities and organizations supporting public works and engineering functions.
6. Maintain a current inventory of equipment and supplies.
7. Establish operational needs for restoration of public works service during the emergency.
8. Develop and maintain listings of commercial and industrial suppliers of services and products, to include points of contact and telephone numbers associated with public works and engineering functions.
9. Coordinate with other ESFs to consolidate reports of damage and focus assessment efforts.
10. Act as a liaison between the EOC and the state EOC for damage assessment activity.
11. Maintain contact with municipal liaisons to collect and relay information.

12. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report expenditure records to the primary agency.

Item XI. 5.

ESF 12: Energy (Primary)

1. Attend regularly scheduled meetings to ensure planning functions are implemented to support this ESF.
2. Conduct a needs assessment and prioritize the deployment of services based on available resources and critical needs as they relate to your responsibility.
3. Assemble a list of energy and utility related assets available to support recovery and coordinate this information with the EOC.
4. Request volunteer agencies and private resources with assets to contribute those assets to the response effort.
5. Evaluate the availability, operational condition and duration of need as well as logistical requirements necessary to obtain critically needed equipment.
6. Maintain records of expenditures and document resources utilized during recovery in accordance with Resource Support policies and procedures and report these records to the primary agency.
7. Effingham Public Works operates a mobile fuel transport that can be task with deliveries of diesel. Maintains contracts for fuel.

Extension Service

ESF 11: Ag / Natural Resources (Primary)

1. Assist with agriculture production, animal industry, and wildlife adversely affected by a disaster.
2. Encourage support agencies to develop emergency operations plans that detail their support functions for ESF 11.

G.S.P. Post 42

ESF 13: Public Safety (Support)

Participate in planning for areas of agency expertise, and provide assistance and expertise as appropriate and in coordination with other ESF departments and agencies.

GA DOT

No responsibilities have been provided.

Georgia Forestry Commission

ESF 2: Communications (Support)

Ga Forestry operates its own radio system that could be utilized to pass messages to Forestry

headquarters in Macon and other destinations.

ESF 4: Firefighting (Support)

1. Georgia Forestry - Effingham Unit is responsible for controlling outdoor burning on open and forested lands.
2. Provide support and assistance as required and available.

Georgia Power

ESF 12: Energy (Support)

Coordination of priorities and restoration status information **Guyton**

Guyton Police

ESF 13: Public Safety (Support)

Participate in planning for areas of agency expertise, and provide assistance and expertise as appropriate and in coordination with other ESF departments and agencies.

Recreation Department

ESF 6: Mass Care (Support)

Operate Point of Distribution Sites (PODS) for food and water.

ESF 7: Resource Support (Primary)

1. Develop methods and procedures for responding to and complying with requests for resources. Coordinate staging areas for volunteers to unload, store, or disperse donated goods.

Rincon Fire Department

ESF 4: Firefighting (Support)

1. Forward requests for mutual aid firefighting assistance to the Emergency Operations Center (EOC).
2. Coordinate during an incident of critical significance or other activation of the EOC.
3. Attend regularly scheduled coordination meetings to ensure planning functions are implemented to support this ESF.

4. Conduct a needs analysis and prioritize the deployment of services based on available resources and critical needs.
5. Assemble a complete list of available firefighting resources within their district that may be available for response, and coordinate this information with the EOC.
6. Request asset contributions from volunteer and private sector agencies.

ESF 9: Search and Rescue (Support)

1. Recruit, train and certify search and rescue personnel. Mobilize support personnel and equipment.
2. Establish and maintain uniform search and rescue procedures
3. The designated EOC Fire Department Coordinator will coordinate provision of representatives on a 24-hour basis to the EOC. The composition of each SAR team shall be determined by the Incident Commander/ SAR Coordinator.

ESF 10: Hazardous Materials (Support)

Participate in drills and exercises to evaluate hazardous materials response capabilities. Maintain hazardous materials awareness training of responders.

Rincon Police Department

ESF 13: Public Safety (Support)

Participate in planning for areas of agency expertise, and provide assistance and expertise as appropriate and in coordination with other ESF departments and agencies.

Springfield Police Department

ESF 13: Public Safety (Support)

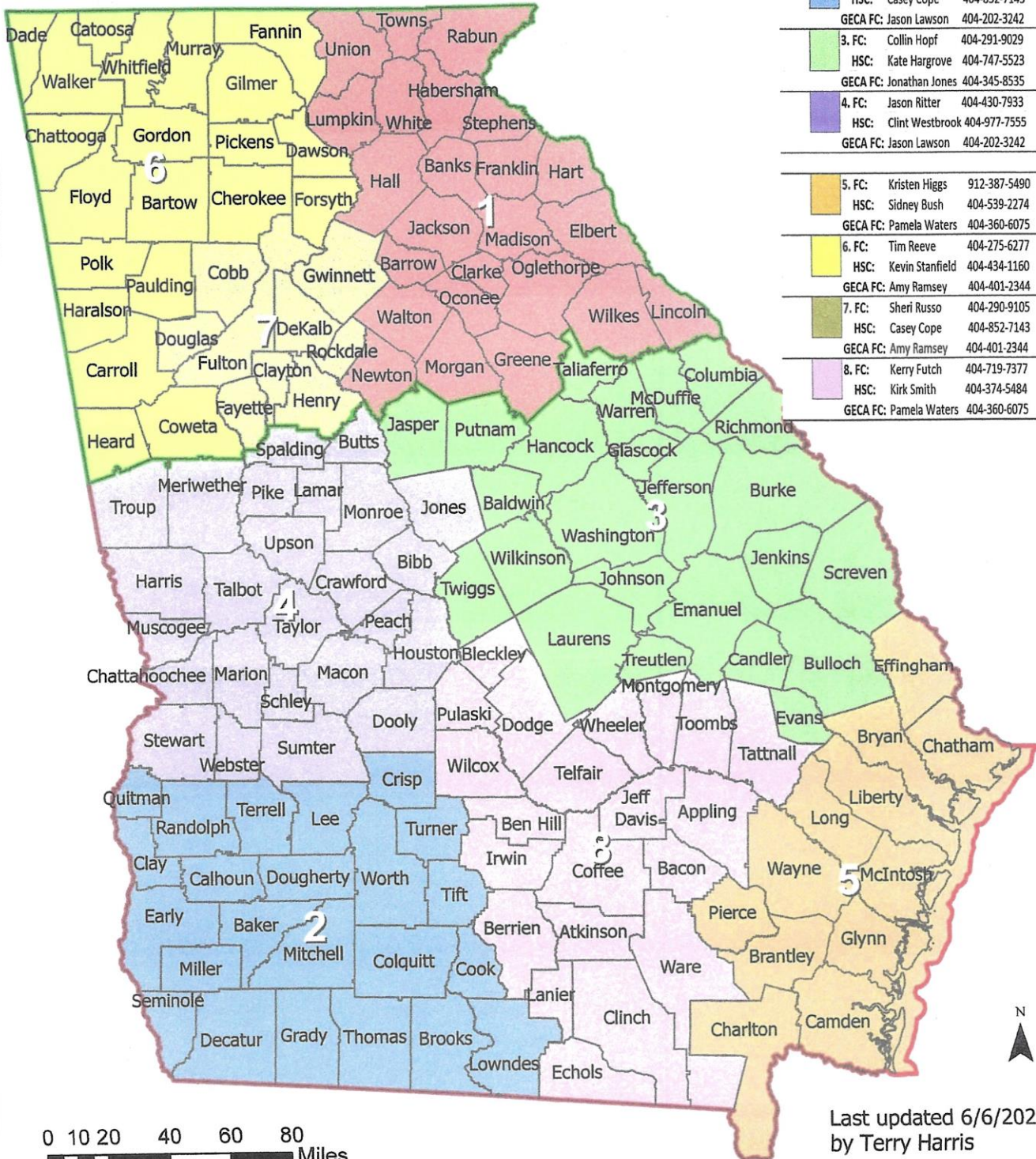
Participate in planning for areas of agency expertise, and provide assistance and expertise as appropriate and in coordination with other ESF departments and agencies.



Georgia Emergency Management & Homeland Security Agency Field and Homeland Security Areas

Field Area Training Coordinators

North: Jeff Law 404-697-7546 South: Alima Mims 404-574-3785



0 10 20 40 60 80 Miles

Last updated 6/6/2022
by Terry Harris

Wesley Corbitt, BOC Chairman

Date

Stephanie Johnson BOC Clerk

Date

Clinton Hodges, EMA Director

Date

Staff Report

Subject: FY 2024 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 7/18/23
Item Description: Consideration to approve an amendment to the FY 2024 budget.

Summary Recommendation:

Staff is requesting approval of an amendment to the FY 2024 budget.

Executive Summary:

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

Background:

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

The budget amendment attached reflects the following changes:

1. Allocating funding for Elections' poll pad stand cases.
2. Allocating funding for mobile hub stations for voting machines.
3. Allocating funding for CEM sound dampeners, project not yet complete in FY 2023.
4. Allocating funding for the Old Augusta Road water & sewer extension per the Cowan agreement.
5. Allocating funding to carry forward a prior fiscal year project, improvements to the Parks & Landscape lot at CEM, project not complete in FY 2023.

Alternatives for Commission to Consider:

1. Approve the resolution to amend the budget for FY 2024.
2. Do not approve the resolution.
3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the resolution to amend the budget for FY 2024.

Other Alternatives:

N/A

Department Review:

Finance

Funding Source:

Multiple

Attachments:

FY 2024 budget amendment resolution

**State of Georgia
County of Effingham**

RESOLUTION TO AMEND THE FY 2024 BUDGET

WHEREAS, the FY 2024 budget of Effingham County was adopted on June 6th, 2023 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

DEPT	DEPT NAME	ACCT NAME	ACCT NO.	AMOUNT	DESCRIPTION
008	ELECTIONS	OFFICE EQUIPMENT	100-1410-008-54-2501	4860.00	to fund poll pad stand cases
008	ELECTIONS	CASH CARRY FORWARD	100-38-9015	-4860.00	to fund poll pad stand cases
008	ELECTIONS	OFFICE EQUIPMENT	100-1410-008-54-2501	225000.00	to fund voting machine hubs
008	ELECTIONS	CASH CARRY FORWARD	100-38-9015	-225000.00	to fund voting machine hubs
322	SPLOST 2021	CEM GYM ADDITIONS	322-6110-322-54-1313	121000.00	to fund CEM sound dampeners
322	SPLOST 2021	CEM COMPLEX PHASE 2	322-6110-322-54-1201	-121000.00	to fund CEM sound dampeners
105	WATER & SEWER	OLD AUGUSTA WATER & SEWER	505-4441-105-54-1406-23	1333196.00	to fund Old Augusta Rd water & sewer
105	WATER & SEWER	COST RECOVERY FEES	505-34-4212	-33008.92	to fund Old Augusta Rd water & sewer
105	WATER & SEWER	SEWER BILLING	505-34-4255	-125000.00	to fund Old Augusta Rd water & sewer
105	WATER & SEWER	WATER BILLING	505-34-4215	-125000.00	to fund Old Augusta Rd water & sewer
105	WATER & SEWER	OPERATING XFER IN SPECIAL TAX	505-39-1107	-1050187.08	to fund Old Augusta Rd water & sewer
001	SPECIAL TAX DISTRICT	CASH CARRY FORWARD	270-38-9015	-1050187.08	to fund Old Augusta Rd water & sewer
001	SPECIAL TAX DISTRICT	OPERATING XFER OUT (WATER & SEWER)	270-3510-001-61-1006	1050187.08	to fund Old Augusta Rd water & sewer
030	PARKS & LANDSCAPES	SITE IMPROVEMENTS	270-6220-030-54-1200	20000.00	to fund Parks & Landscapes lot improvement
030	PARKS & LANDSCAPES	CASH CARRY FORWARD ROADS	270-38-9015-1	-20000.00	to fund Parks & Landscapes lot improvement
				0.00	net entries

This amendment allocates funding for poll pad stand cases, voting machine hubs, CEM gym sound dampeners, Old Augusta Road water & sewer, and lot improvements to the Parks & Landscape lot at the CEM complex.

Approved this _____ day of _____ 2023.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

Staff Report

Subject: UGA Extension Office staffing contract
Author: Mark W. Barnes, Finance Director
Department: Finance
Meeting Date: 7/18/23
Item Description: Consideration to approve the FY 2024 UGA Extension Office personnel agreement

Summary Recommendation:

Staff is requesting approval of the FY 2024 UGA Extension Office personnel agreement.

Executive Summary:

In prior fiscal years, the personnel at the UGA Extension Officer were treated as employees of both UGA and the County. In order to simplify this arrangement, in FY 2023 the County contracted with UGA in such a way that the Extension Office personnel would be employed fully by UGA, and the County would reimburse UGA for its share of the costs, on a quarterly basis. The FY 2023 amended contract total was for \$200,031 and this proposed FY 2024 contract is for \$219,579.

Background:

1. As in FY 2023, this FY 2024 contract is for six positions
2. Amended FY 2023 contract was \$200,031. This FY 2024 contract is for \$219,579
3. Actual expenses for the contract could be lower, depending on insurance selections when vacancies are filled
4. This contract is currently funded in the FY 2024 budget

Alternatives for Commission to Consider:

1. Approve the FY 2024 UGA Extension Office personnel agreement.
2. Do not approve the FY 2024 UGA Extension Office personnel agreement.
3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the FY 2024 UGA Extension Office personnel agreement.

Other Alternatives: N/A

Department Review: Finance

Funding Source:

General Fund, UGA Extension Office department

Attachments:

FY 2024 UGA Extension Office personnel agreement

Date: _____

To: Arch Smith
Southeast District Interim Extension Director

From: _____
Wesley Corbitt, Chairman
Effingham County Board of Commissioners

Subject: Renewal Contract - Effingham County BOC

The Effingham County BOC wishes to maintain a contract agreement between the Effingham County Board of Commissioners and the Georgia Board of Regents of The University of Georgia on behalf of The University of Georgia Cooperative Extension Service.

The contract is for salary, retirement, SS/Med and HLO costs for the employees as noted on the attached budget for the period of July 1, 2023 - June 30, 2024.

The budget sheet is attached.

The county requests a final invoice to be sent within 60 days of the contract end date.

*** Please note there are signature lines on page 2 ***

District Extension Director Date

Associate Dean for Extension, CES, UGA Date

Effingham County Board of Commissioners

July 1, 2023 - June 30, 2024

Item XI. 7.

FY 24		
Salary	Original	Amended
Morgan Triplett, 4H Agent (TRS)	\$ 24,720.00	
Bonnie Weber, CAA (TRS)	\$ 12,360.00	
Blake Carter, CEC, PS Asst -ANR (TRS)	\$ 24,338.00	
VACANT, 4H PA- PT	\$ 14,997.00	
Shannon Gray, 4H PA (TRS)	\$ 33,475.00	
VACANT, 4H Edu (TRS)	\$ 37,080.00	
Total Salaries	\$ 146,970	\$ -
Benefits		
TRS (19.98%)	\$ 29,364.61	\$ -
Total Benefits	\$ 29,365	
Social Security (7.65%)		
FICA OASDI (6.2%)	\$ 9,112	\$ -
FICA HI (1.45%)	\$ 2,131	\$ -
Total SS	\$ 11,244	
Insurance - for 4H PA & EDU		
Hospital	\$ -	
Life	\$ -	
Total HLO	\$ 32,000	TBD during hiring process
Total Salary and Fringe	\$ 219,579	\$ -

Totals are rounded up to the next \$ for contract billing, only actual expenses will be billed.

UGA will bill quarterly for the actual expenses of the above. All other benefits will be charged to 11310 13200 17300001 112001.

Bill to the following name and address:
 Effingham County Board of Commissioners
 804 S. Laurel St.
 Springfield, GA 31329

Contact:
 Mark Barnes, Finance Director
 912-754-8012
mbarnes@effinghamcounty.org
accountspayable@effinghamcounty.org

Approved by:

Wesley Corbitt, Chairman
 Effingham County Board of Commissioners

Staff Report

Subject: Approval of Change Order 1 for Task Order 23-REQ-007 with Hussey Gay Bell

Author: Alison Bruton, Purchasing Agent

Department: Multiple

Meeting Date: July 18, 2023

Item Description: Change Order 1 for Task Order 23-REQ-007 with Hussey Gay Bell for the Clarence E. Morgan Gymnasium Expansion design and construction management

Summary Recommendation: Staff recommends Approval of Change Order 1 for Task Order 23-REQ-007 with Hussey Gay Bell for the Clarence E. Morgan Gymnasium Expansion design and construction management

Executive Summary/Background:

- Staff sent an RFP to the IDC consultants in September requesting proposals to design an expansion to the CEM Gymnasium for an EEMA and Recreation offices. Nine firms were contacted and one submittal was received.
 - Hussey Gay Bell: \$198,000.00
- Hussey Gay Bell was the original architect/engineer for the design of the current CEM Gym. Staff has reviewed the proposal and recommends award.
- Change Order 1 has been submitted for the addition of low voltage/data/IT design to the task order for HGB. This was not included in the original scope request or proposal. The cost for this addition is \$9,000.00.
- Change Order 1 also includes the \$3,000 reimbursable expenses total that was listed in HGB's original proposal, but not included in the contract total. This was an oversight by staff in the original task order approval.

Alternatives for Commission to Consider

1. Approval of Change Order 1 for Task Order 23-REQ-007 with Hussey Gay Bell for the Clarence E. Morgan Gymnasium Expansion in the amount of \$12,000
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

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

Funding Source: SPLOST

Attachments: Change Order 1 for Task Order 23-REQ-007

Change Order # 1

Project: Task Order 23-REQ-007 – CEM Expansion

Contract Date: November 16, 2022

Change Order Effective Date: July 18, 2023

Change Order Issued to: Hussey, Gay, Bell & Deyoung International, Inc.
329 Commercial Drive, Suite 200
Savannah, GA 31406

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Total
1	Low Voltage/Data/IT Design	\$9,000
2	Reimbursable Expenses	\$3,000
	TOTAL	\$12,000

The original Contract Sum was.....\$ 198,000.00
 Net change by previously authorized Change Orders.....\$ 0
 The Contract Sum prior to this Change Order was.....\$ 198,000.00
 The Contract Sum will be increased by this Change Order.....\$ 12,000.00
 The new Contract Sum including this Change Order will be.....\$ 210,000.00

Owner
 Effingham County Board of Commissioners
 804 S. Laurel Street
 Springfield, GA 31329

Contractor
 Hussey, Gay, Bell & Deyoung International, Inc.
 329 Commercial Drive, Suite 200
 Savannah, GA 31406

By: _____

By: _____

Date: _____

Date: _____



16 June 2023

Mr. Tim Callanan, County Manager
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
804 S Laurel Street
Springfield, GA 31329

**RE: CEM GYM ADDITION – LOW VOLTAGE/DATA/IT DESIGN
ADDITIONAL DESIGN SERVICES FEE PROPOSAL**

Dear Mr. Callanan:

Hussey Gay Bell is pleased to present to you our additional design services fee proposal for low voltage/data/IT design. Per our design meetings on 6-9-23 and 6-14-23, the County requested that the design team provide design services for low voltage (data/IT) design. The County wants the low voltage infrastructure to be installed as part of the general construction by the County’s preferred vendor, Net Planner. Low voltage design was not included in the design team’s original scope of work and constitutes additional services. Our fee for this service will be fixed at **\$9,000.00**.

I trust you will find this proposal acceptable, if so, please sign and date below. If you have any questions, please give me a call.

Sincerely,
HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

Robert Armstrong, AIA

Robert Armstrong, AIA
Vice President

cc: G. Holmes Bell, IV, PE
C J Chance, PE
Warren Law, PE
File

ACCEPTED BY

DATE

NOTICE TO PROCEED

TO: Hussey Gay Bell

RE: NOTICE TO PROCEED

Task Order 23-REQ-007 – CEM Gym Expansion Design and Construction Management

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within 24 hours receipt of the Notice to Proceed unless otherwise agreed and to be completed within ____ calendar days from that time.

Dated this 15th day of November, 2022

Effingham County Board of Commissioners

Jamie DeLoach
~~Wesley Corbitt, Chairman~~
Jamie DeLoach, Vice Chair

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: HUSSEY GAY BELL

By: Robert Armstrong, AIA

Title: Vice President

Date of Acceptance: 11-28-2022



20 October 2022

Ms. Alison Burton, Purchasing Agent
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
 804 S. Laurel Street
 Springfield, GA 31329

**RE: PROPOSED CLARENCE MORGAN GYM OFFICE EXPANSION
 ARCHITECTURAL & ENGINEERING DESIGN SERVICES FEE PROPOSAL
 23-REQ-007**

Dear Ms. Burton:

Hussey Gay Bell is pleased to present to you our fee proposal for Architectural and Engineering design services for the proposed office expansion to the Clarence Morgan Gymnasium. Please see below for our proposed fees.

BASIC DESIGN SERVICES

Basic Design Services includes architectural design, interior design, civil engineering and landscape design, structural engineering, and P/M/E/FP engineering. We will provide the necessary construction documents (drawings and specifications) to obtain the basic building permits, and allow for competitive bidding and construction of the proposed addition. The scope of work for basic design services includes design, permitting, bidding, construction administration, and project closeout. Also included is detailed cost estimating. We propose to provide Basic Design Services for a not-to-exceed fee of \$198,000.00, based on the IDC rates. The proposed fee breaks down as follows.

HGB Architecture and Interiors	47%
HGB Civil Engineering	15%
HGB Structural Engineering	10%
SDC P/M/E/FP Engineering	25%
Accelerate Cost Estimating	3%

The above fee is based on the 2019 conceptual expansion plan, that is approximately 6,000 SF.

POSSIBLE ADDITIONAL SERVICES

These services are not included in Basic Design Services above. If any of these services are required or desired, we can negotiate an acceptable fee at the appropriate time. Some of these may not be applicable to this project.

- Topographic Survey
- Geotechnical Report
- Phase I ESA
- Special Inspections Required by IBC 2018
- Structural Observations Required by IBC 2018
- Deep or Special Foundations
- Traffic Study
- Off-site Utilities and
- Sanitary Sewer Pump Station and Force Main
- Boundary and Easement Plats
- ALTA Survey
- Property Staking
- Zoning
- Site Lighting
- Specialty Permitting (GDOT, USA COE, Rail, etc.)
- Code or Regulation Changes
- Wetlands Delineation and Mitigation
- Flood Plain Studies and Mitigation

HUSSEY GAY BELL
— Established 1958 —

Environmental Studies
LEED Certification
Furniture
Hi-Res 3-D Color Rendering
Value Engineering
Specialty Consultants (A/V, IT-Low Voltage, Food Service, etc.)
Commissioning
Fire Demand Analysis

REIMBURSABLE EXPENSES

Reimbursable expenses include overnight postage (FedEx, UPS), outside printing, out of town travel (we consider Effingham County to be local), and any associated permitting fees. Reimbursable expenses will be marked up by 10%. We recommend a reimbursable allowance of **\$3,000.00**.

If you have any questions, please give me a call. Thank you for this opportunity and we are looking forward to working with Effingham County on another successful project.

Sincerely,
HUSSEY GAY BELL & DEYOUNG INTERNATIONAL, INC.

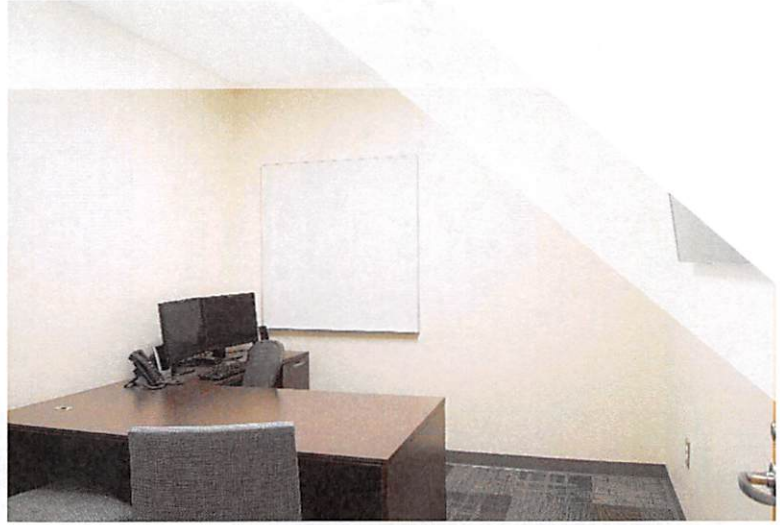
Robert Armstrong, AIA

Robert Armstrong, AIA
Vice President



23-REQ-007
2022 Clarence E. Morgan Gym Office Expansion
Design Services

October 20, 2022, 11:00 a.m.



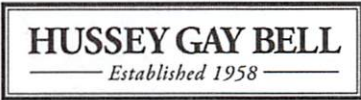


Table of Contents



- A. Letter of Interest**
- B. Proposed Schedule**
- C. Project Approach/Work Plan**
- D. Fee (provided in a separate document)**



A. Letter of Interest

A. Letter of Interest

October 20, 2022

Ms. Alison Bruton
Purchasing Agent
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

RE: RFP, 2022 Clarence E. Morgan Gym Office Expansion – Design Services

Dear Ms. Bruton and Members of the Selection Committee:

Hussey, Gay, Bell & DeYoung International, Inc. (herein referred to as “Hussey Gay Bell”) respectfully requests consideration for the subject project. A few select points about the enclosed qualifications:

Local Government, It’s What We Do. Hussey Gay Bell is a regionally recognized, award-winning A-E firm specializing in the design of Government, Judicial, Civic, Fire, Public Safety, and Police Facilities. Hussey Gay Bell’s seasoned team of experts understands and embraces the unique requirements and design considerations each of these facilities require to be successfully delivered and provides a range of services including feasibility studies, needs assessments, programming, master planning, design, and construction administration services for these highly specialized facilities. Hussey Gay Bell’s architects, interior designers and engineers work closely with Elected Officials, Directors, Department/Office Heads, and other stakeholders to design facilities that consider short- and long-term needs – to design facilities that embrace your programmatic needs now but also provide for growth provisions well into the future. We design facilities that enhance safety and well-being, facilities that reduce stress through smart design, facilities that embrace the local community design standards, and facilities that embrace the latest trends in design.

We Are Local And We Know Effingham County. Hussey Gay Bell’s office is 45 minutes from the project site ensuring the firm’s ability to be proactive and efficient throughout the life of the project. In addition to designing and completing the original Clarence E. Morgan gym as well as providing the master plan concepts for future expansion to the gym, we have also completed 52 other projects for Effingham County. We know the community, the staff, the permitting process and most importantly, the essence of Effingham County. There is no learning curve.

We are eager to continue our work on this project and with Effingham County and trust our experience, suitability and experience on similar projects will best serve the interests of all stakeholders. The firm commits to the requirements specified in this RFP. I acknowledge receipt of Addendum No.1 dated September 12, 2022; Addendum No. 2 dated September 27, 2022; and Addendum No. 3 dated September 29, 2022 and we appreciate the opportunity to submit our qualifications to highlight our expertise. We look forward to your favorable consideration. Please contact me directly at 912.354.4626 or rarmstrong@husseygaybell.com if you have any questions or desire additional information in making your selection.

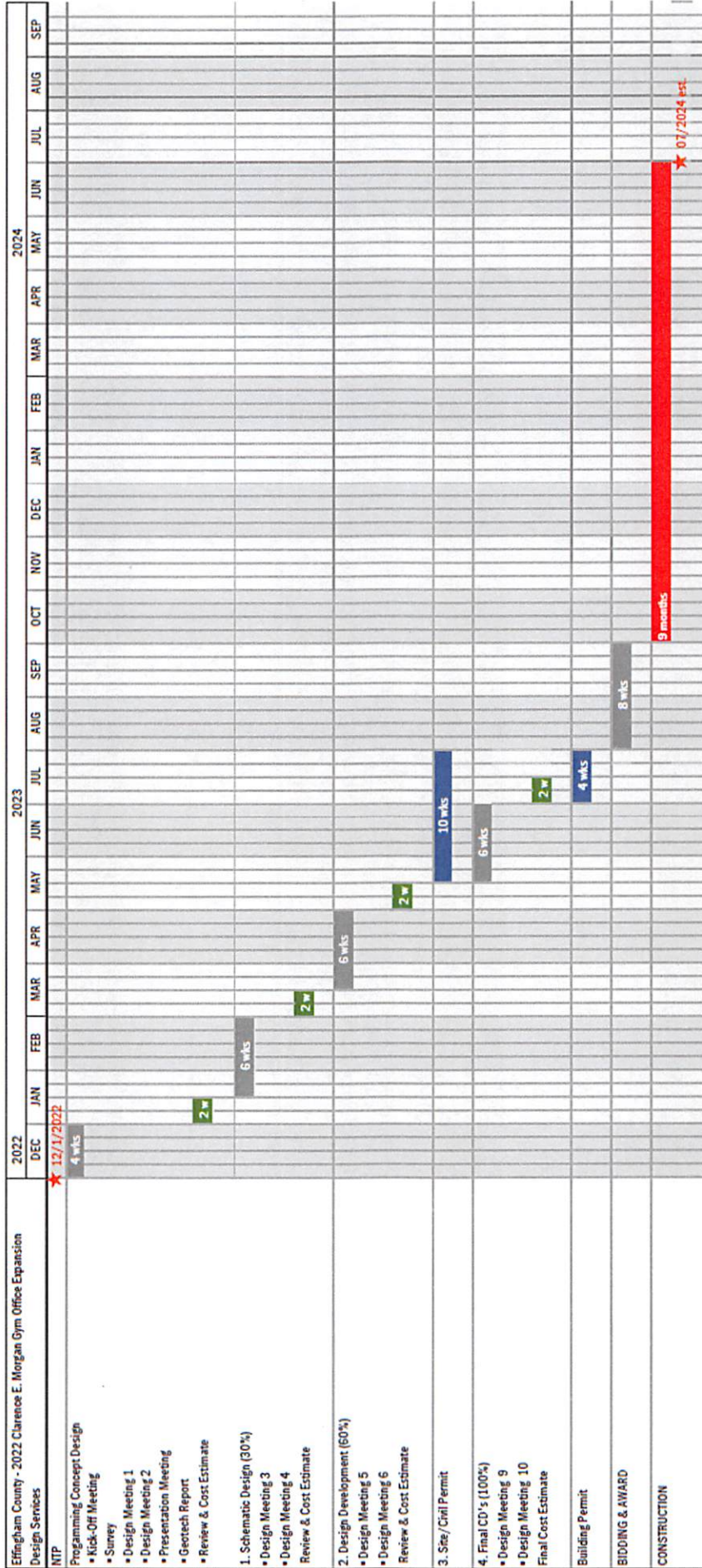
Sincerely,
HUSSEY, GAY, BELL & DEYOUNG INTERNATIONAL, INC.

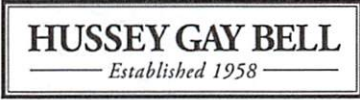
Robert Armstrong, AIA
Principal



B. Proposed Schedule

B. Proposed Schedule





C. Project Approach/Work Plan

C. Project Approach/Work Plan

PROJECT UNDERSTANDING & EXPERTISE:

Per the RFP, we understand that Effingham County is seeking architectural and engineering design services to perform needed services to prepare an expansion of the current Clarence E. Morgan Gym. The expansion will provide additional office space for the Recreation Department, office space for the Effingham Emergency Management Agency, and create an Emergency Operations Center with auxiliary facilities that will also serve as a multi-purpose community room.

Hussey Gay Bell is the most qualified firm for this expansion project having designed and completed the original gym as well as provided the master plan concepts for future expansion to the gym. We also have extensive experience with expansions/additions, multi-purpose community spaces, and emergency operations. In addition to expansions/additions projects, Hussey Gay Bell often designs buildings with shell space to build out in the future. Similar project experience is provided below followed by our typical project approach.



Effingham County Clarence E. Morgan Complex Phase 2 - New Gym, Springfield, GA

Facilities with multi-purpose community spaces:



Floyd Adams Jr. City Services Complex; SMPD Central Police Precinct; Penn Ave Resources Center - Savannah, GA

Facilities with emergency operations:

- Public Safety Complex, Forsyth County, GA
- Hall County Sheriff's Office, Gainesville, GA
- Emergency Operations Center, North Charleston, SC
- Goshen Road Public Safety Building, Effingham County, GA
- Floyd Adams, Jr. City Services Complex, Savannah, GA



Expansion projects:

- Effingham County Jail & Sheriff's Office, Springfield, GA
- W. Harold Pate Courthouse Annex Building Expansion, Glynn County, GA
- Floyd Adams, Jr. City Services Complex, Savannah, GA
- Savannah Convention Center, Savannah, GA
- Toombs County Justice Center, Lyons, GA
- Pooler City Hall, Pooler, GA





C. Project Approach/Work Plan

Our proposed implementation plan and programming process is described below.

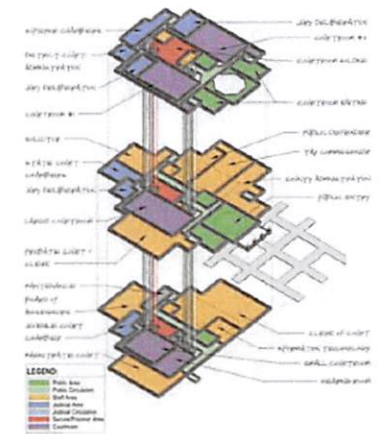
IMPLEMENTATION PLAN/PROGRAMMING PROCESS:

At Hussey Gay Bell, we define architectural programming as the research and decision-making process that identifies the scope of work to be designed. We understand the various programmatic components of your project and have significant experience with expansions/additions of municipal facilities. Hussey Gay Bell understands that programming and its attention to the end-users of buildings is a priority. The advantages of programming are:

- Involvement of interested parties in the definition of the scope of work prior to the design effort.
- Emphasis on gathering and analyzing data early in the process so that the design is based upon sound decisions.
- Efficiencies gained by avoiding redesign as requirements emerge during architectural design.

Our goal is a "whole building" design approach intended to create a successful high-performance building. To achieve that goal, Hussey Gay Bell will apply an integrated design approach to the project during the planning and programming phases. Architectural programming is inherently a team process. Individuals involved in the building design should interact closely throughout the design process. The County, as owner, the building occupants, and operation and maintenance personnel should be involved to contribute their understanding of how the building and its systems will work for them once they occupy it.

JUSTICE CENTER SPACE PROGRAM									
Room	Area	Area	Area	Area	Area	Area	Area	Area	Area
Courts:									
• 66,000 SF needed in 20 years.									
County Offices:									
• 14,200 needed in 20 years.									
• Existing space to current need indicates lack of standard space for same number of staff.									
JAIL/SHERIFF'S OFFICE SPACE PROGRAM									
Jail:									
• 73,850 SF needed in 20 years; and									
• 248 Beds									
Sheriff's Office:									
• 21,630 SF needed in 20 years									
• Inmate housing is the largest growth in current need									



Programming and Concept Stacking Diagram for Toombs County Judicial Center (from the Feasibility Study)

County Staff Involvement

Prior to the beginning of the programming process with the County, the Hussey Gay Bell team will meet with the County staff to develop a list of the stakeholders to be involved. Lines of communication will be established to determine how and when meetings will be called, what the agenda will be, how records of the meetings will be kept, and how decisions are made. Our consensus-building approach for identifying the space need of the project will include the following:

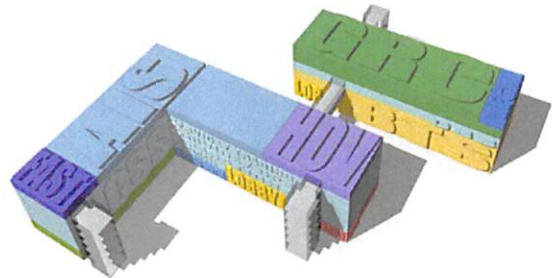
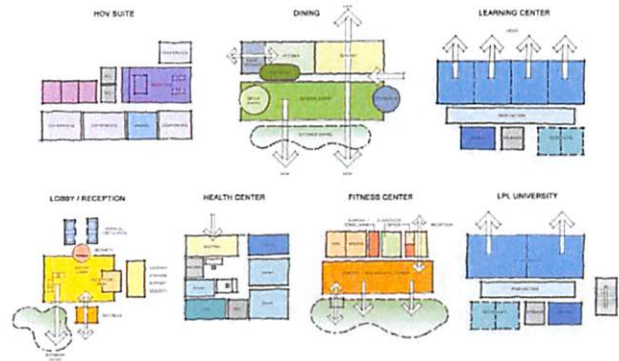
- A visioning Programming Workshop (if desired);
- Confirmation of required spaces and departments;
- Establishment of the size and relationships of these spaces;
- Review and refinement of plans using 3-D blocking; and
- Project budget and schedule requirements.

The intent of our Programming Workshop is to confirm the mission and vision for your buildings by discussion of such factors as desired culture, growth goals, strengths, weaknesses, opportunities, and strategic plan. Specific project guidelines (function, aesthetics, contextual issues, sustainability, maintainability, budget, schedule) must be addressed to ensure that each stakeholder's unique definition of a successful project will be identified and documented. Participants are encouraged, at this stage of the project, to include comments and creative contributions within their areas of expertise as well as in areas outside their respective disciplines. The objective of the Workshop is to clearly disseminate their expectations for the project to the design team and for all participants to understand what is needed to make the project a success. This is the first step to establishing the cohesive team that will bring the project into reality. Possible agenda topics include the following:

- Introduce the County's Team to the Design Team.

C. Project Approach/Work Plan

- Discuss goals and visions for the project.
- Review, discuss and prioritize the program objectives.
- Discuss architectural components, including the Judicial Center's contextual setting and site plan options.
- Confirm the initial schedule.
- Discuss workplace synergies and opportunities.
- Discuss design/site concept options and eliminate dead ends.
- Re-state cultural goals, mission, and vision for the project in light of the discussions.
- Confirm the mission and vision statements for the project and for the team.
- Review previous expansion concept designs from Hussey Gay Bell (*exhibit provided on page 10*).



Upon understanding clear goals and objectives for the project, the Design Team will organize and facilitate workshops with the multiple stakeholders and our programming/visioning experts to develop general descriptions of the spaces required to meet their general, specific, short- and long-range needs in all the Program divisions. We will incorporate technology integration, acoustics, lighting, building efficiency, building security and building operational intent. We have found that addressing the programmatic needs requires extensive technical expertise, and communication is key to the ultimate successful development of the project. We work hard to create an open atmosphere where all of the goals and objectives of the user groups and our resulting recommendations are thoroughly understood.

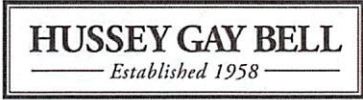
To control potential scope creep post-Program Workshop, it's critical that the County designate an individual or committee of individuals at project kick-off that will ultimately have the authority to make decisions on behalf of the County. When the County requests a change in scope, Mr. Armstrong will immediately work to price out the change and confirm what effects (if any) it will have on the overall budget and schedule. Any changes in scope will be discussed by key decision-makers for the County in the next scheduled meeting and to discuss the impacts on the budget and schedule.

Programming Deliverables

The usual deliverable is a written architectural program, which is a comprehensive report that includes documentation of the methodology used, an executive summary, value and goal statements, the relevant facts, data analysis conclusions, and the program requirements, including space listings by function and size, relationship diagrams, space program sheets, stacking plans, and flow diagrams. Our comprehensive program will also include project cost estimates and a project schedule. Also included in the deliverables will be concept floor plans, a conceptual site plan and concept elevations and renderings. The site plan will be particularly important because the county intends to eventually relocate all count services to this site. It is imperative to masterplan the site and locate the new courthouse, parking, and site utilities to allow for future buildings and parking.

Schematic Design, Construction Documents and Schedule

Early in the SD phase, we will want to have a detailed work session with key stakeholders to discuss every aspect of their space. In this session, we will go through every piece of casework, electrical outlet, technology requirements, etc. to ensure that everyone's expectations are met and that we are following the County's guide specifications and requirements. We have found that these work sessions aid in compressing the schedule by ensuring a majority of the decisions are made and agreed to early in the process to avoid backtracking later. We have also built in the standard review times of our documents along the process.



C. Project Approach/Work Plan

Cost Management

Our team will work closely with the County and the construction contractor to make sure all costs are accounted for at each phase of the design process. However, the most important estimate will be the first one, during programming and concept design. It is at this point we will establish our path forward, having determined the construction phasing option that maximizes your construction budget.

Controlling Costs

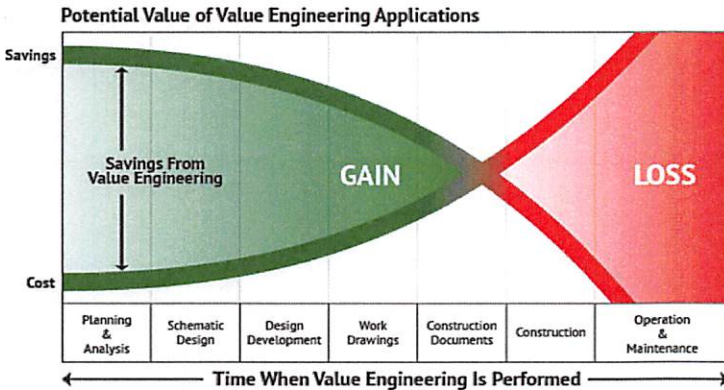
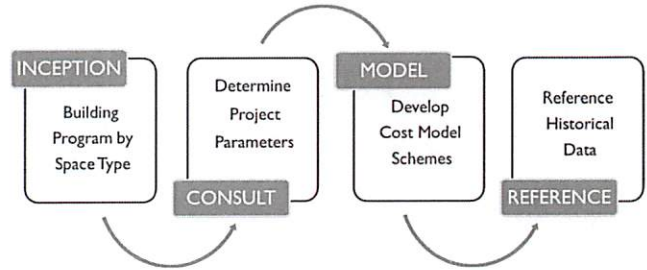
- Begins with Programming & Concepts;
- Milestone Estimates;
- Value Engineering at Each Milestone; and
- Ends with QA/QC to Avoid Change Orders.

Program vs. Budget

As the preliminary cost estimates demonstrate and confirm, the majority of all project costs reside in 5 core areas:

- 1) Efficiency (“Grossing Factor”): Ultimately, you are paying for the size of the building, and it is critical to confirm the building is not over-programmed. First, wants and needs must be separated. Secondly, the non-programmed space (i.e. circulation, restrooms, etc.) can vary widely. The efficiency of the plan can reduce the overall area.
- 2) Foundation & Structures
- 3) Skin & Roof
- 4) Mechanical Infrastructure
- 5) Electrical Infrastructure

DEVELOPING THE COST MODEL



Value Engineering – Optimized Project Value

With the cost models and ability to reconcile the project budget and scope, value engineering is often times greatly reduced if not eliminated from the design process. However, there are times when budgets or scopes of work change and value engineering is required to regain budget compliance. In these situations, we work closely with the Owner to arrive at the most non-invasive and design sensitive value engineering options, while trying to keep the Owner’s program intact. With timely and accurate pricing, we are able to use the information to develop a roadmap to budget

compliance.

Mr. Robert Armstrong will serve as the team’s leader on this project. Mr. Armstrong will have responsibility and accountability to the County and other key stakeholders. This includes oversight of the total project budget, schedule, and overall design quality.

Reconciliation

At each phase of the process, Hussey Gay Bell will review the schedule, budget, quality assurance and confirm that the Owner’s objectives are met. Cost estimates will be incorporated at SD, DD, and GMP milestones. At each milestone, the County will issue approval to proceed to the next phase, including design and estimate, or instruct the team to modify the design to meet the

C. Project Approach/Work Plan

Owner's budget (if exceeded). A team relationship is critical to the success of the project and ensuring that the final product is reflective not of Hussey Gay Bell's preferences, but of those of the County.

Process of Resolving Issues, Maintaining Project Commitments and Procedures for Solving Complex Project Issues

At the project kick-off meeting, roles and responsibilities will be defined. Primary points-of-contact will be established for each team member and stakeholder entity. This protocol will help establish effective communication paths and provide the basis for maintaining timely project commitments to bring every issue to a successful resolution. It will also serve as the baseline for solving the many challenging opportunities and issues that will arise over the life of the project and will be the basis for conflict resolution.

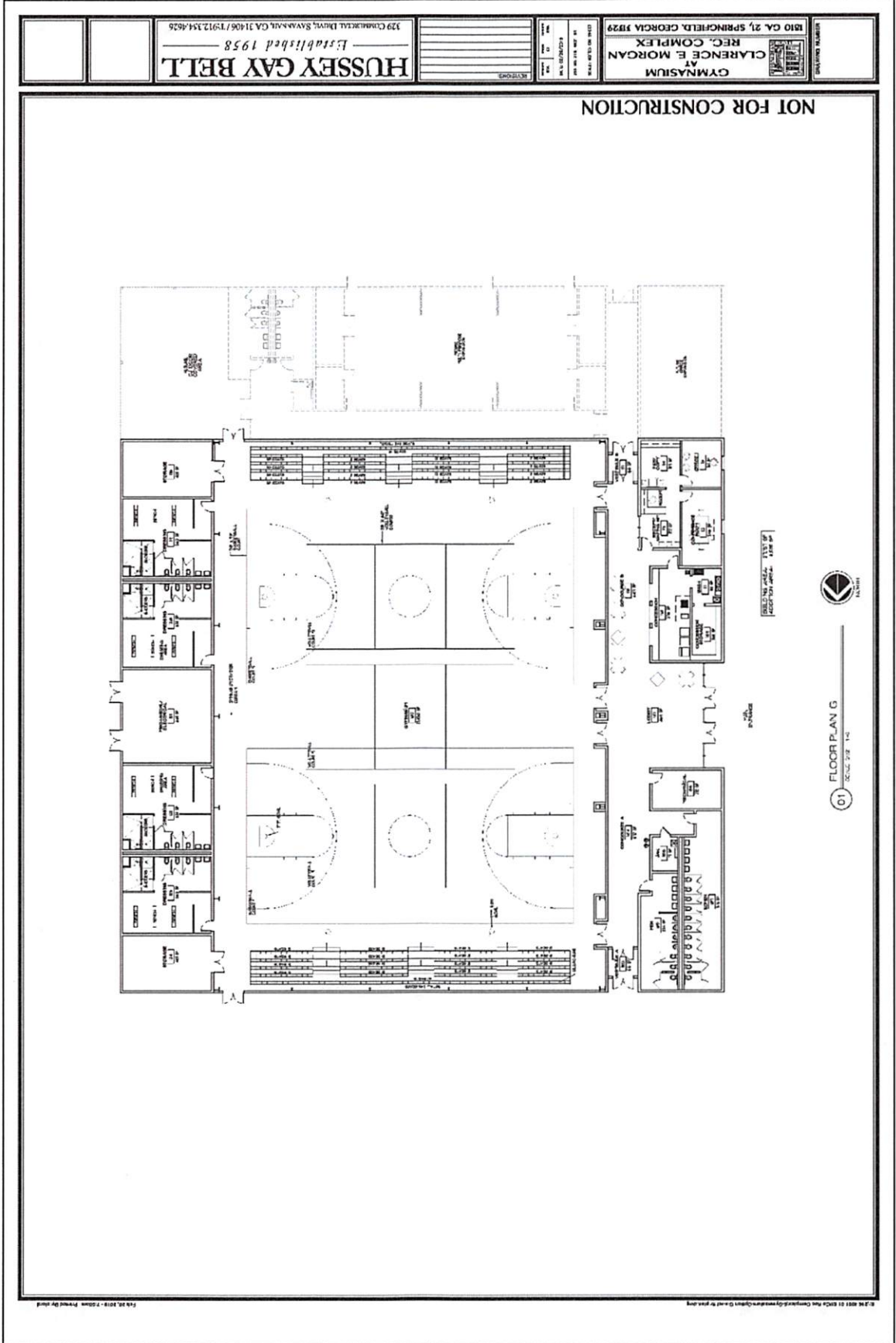
As complex issues arise, we will use the following routine methods to address each issue:

- Break the complex issue(s) into several fewer complex parts.
- Set realistic time frames for solving the core parts of each issue.
- Assign responsibilities to the appropriately qualified team members for each core part.
- Bring the responsible parties together for a collaborative problem-solving session.
- Collect third party advice from experts, if required.
- When several solutions are optimum, work with the team to select the solution that is appropriate for the circumstances and consider budget implications.
- Hold team meetings on a weekly or as-needed basis during the programming, conceptual design, and design phases.
- Hold team meetings on a bi-weekly basis during the construction document and construction contract administration phases.
- Clearly and concisely document the issues, core parts, responsible parties, due dates, possible solutions and final solution in meeting notes.

Methods and Plans of Communication

With Mr. Armstrong managing all communications, one person will be fully knowledgeable of where the project is and the decisions made as it progresses. In addition to the detailed submittal and review process, Hussey Gay Bell will supplement the decisions and data inputs throughout the process with meeting minutes and recorded email traffic. Day-to-day communications between the County and the design team will flow through Mr. Armstrong.

C. Project Approach/Work Plan

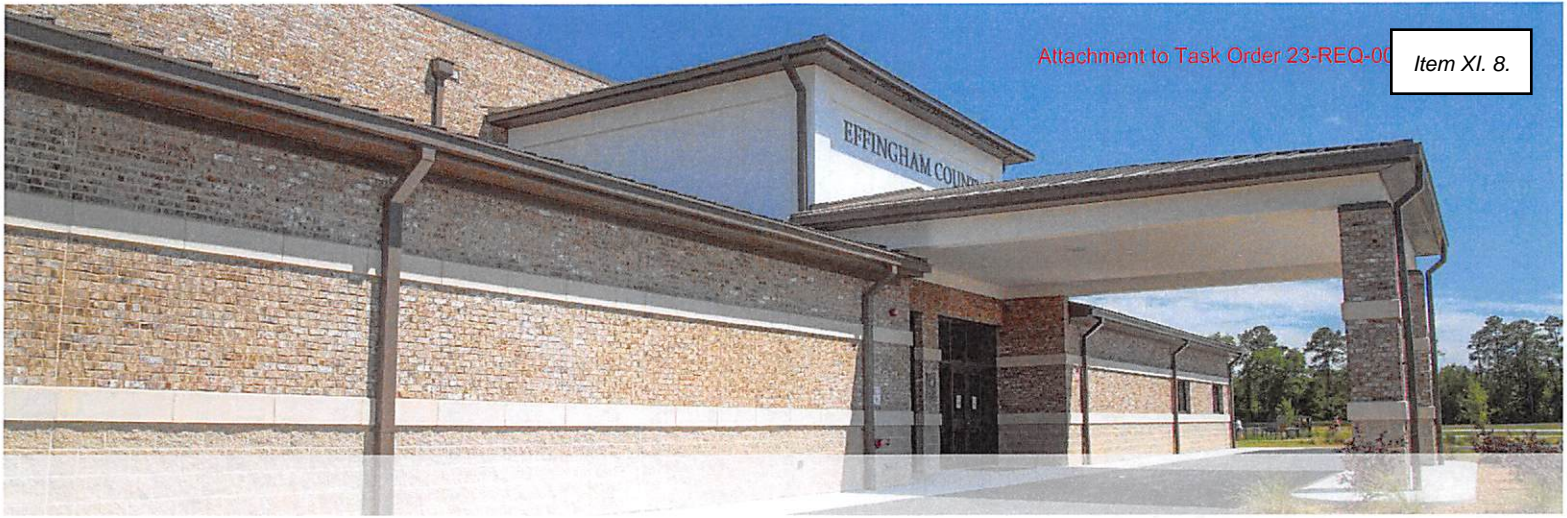




D. Fee

D. Fee

Provided in a separate document.



OFFICE LOCATIONS

329 Commercial Drive, Suite 200
Savannah, GA 31406
912.354.4626

3100 Breckinridge Boulevard, Building
300
Duluth, GA 30096
770.476.7782

322 West Main Street, Suite 2^E
Blue Ridge, Georgia 30513
706.621.4981

1100 Brampton Ave., Suite L-1
Statesboro, GA 30458
912.354.4626

1010 Gervais, Floor 3
Columbia, SC 29201
803.799.0444

531 South Main Street, Suite 201
Greenville, SC 29601
803.799.0444

474 Wando Park Blvd., Suite 201
Mt. Pleasant, SC 29464
843.849.7500

4117 Hillsboro Pike, Suite 206
Nashville, TN 37215
615.460.7515

www.husseygaybell.com

HUSSEY GAY BELL
— Established 1958 —

Staff Report

Subject: Approval of the Intergovernmental Agreement to Conduct Municipal Elections

Author: Alison Bruton, Purchasing Agent

Department: Board of Elections

Meeting Date: July 18, 2023

Item Description: Intergovernmental Agreement to Conduct Municipal Elections

Summary Recommendation: Staff recommends approval of the Intergovernmental Agreement to Conduct Municipal Elections between Effingham County Board of Commissioners, Board of Elections, City of Guyton, City of Rincon, and the City of Springfield

Executive Summary/Background:

- The City of Guyton, City of Rincon, and City of Springfield (Cities) wish to Contract with the County to conduct their municipal elections that occur in 2023 and any run-off elections that may occur.
- The Election Board's election personnel, as necessary and appropriate as determined by the County Director of Elections and Registration, shall be sworn in as election superintendents for the City and shall conduct all aspects of the election except for filing notices of candidacy and affidavits and any other ethics filings, which will be handled by the City Clerk acting as election superintendent for qualifying. Early voting (both in-person and by mail) for all elections shall take place at the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia.
- This Agreement shall be effective upon each City's adoption of an ordinance authorizing the Elections Board to conduct the City's municipal elections to occur during the 2023 elections cycle.
- The County shall be responsible for all fees, costs, and expenses incurred in conducting the municipal elections on the terms and conditions set forth in this Agreement.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of the Intergovernmental Agreement to Conduct Municipal Elections
2. Do not approve of the Intergovernmental Agreement to Conduct Municipal Elections
3. Take no action.

Recommended Alternative: 1

Other Alternatives: 2, 3

Department Review: County Manager, County Attorney, Board of Elections

Funding Source: Elections Operations

Attachments: IGA

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT
TO CONDUCT MUNICIPAL ELECTIONS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2023, between the Board of Commissioners of Effingham County, Georgia (the “County”), a political subdivision of the State of Georgia with Consent of the Effingham County Board of Elections and Registration (the “Elections Board”), the City of Guyton, Georgia (the “City”), a municipal corporation lying wholly within the County, the City of Rincon, Georgia (the “City”), a municipal corporation lying wholly within the County, and the City of Springfield, Georgia (the “City”), a municipal corporation lying wholly within the County (each City may hereafter be referred to collectively as the “Cities”).

WHEREAS, the parties to this Agreement are all governmental units; and

WHEREAS, the County and the Cities desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the Cities desire to contract with the County to conduct its municipal elections to occur in 2023, as well as any run-off elections to determine the victor of a race originally on the November 2023 ballot; and

WHEREAS, the Cities and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), the Cities may by ordinance authorize a county to conduct such election(s), and the effectiveness of this Agreement is contingent on the City adopting such an ordinance; and

WHEREAS, H.B. 705 in the 2007 session of the Georgia General Assembly created the Effingham County Board of Elections and Registration; and

WHEREAS, the Elections Board has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, pursuant to H.B. 705, Section 10, the Elections Board has the authority to contract with the Cities to conduct municipal elections and therefore, the Elections Board is a necessary party to this Agreement; and

WHEREAS, the Elections Board has discussed and agreed to recommend to the County that it enter into an Agreement with the Cities for providing the services of the Elections Board to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia; and

NOW THEREFORE, in consideration of the following mutual obligations, the County, Elections Board, and Cities agree as follows:

1.

The Cities hereby stipulate, covenant, and agree for the Elections Board to conduct any and all municipal elections held for or in the Cities to occur in 2023, including but not limited to general, special, and runoff elections, as well as any run-off elections occurring in 2023 to determine the victor of a race originally on the November 2023 ballot, and Elections Board agrees to the same.

2.

The Cities hereby stipulate, covenant, and agree that the Election Board shall have complete control over the municipal elections contemplated in Section 1, except as otherwise stated in this Agreement.

3.

The Cities stipulate, covenant, and agree to furnish to Elections Board, in a timely manner, any and all documents necessary for Elections Board to conduct said elections including but not limited to positions subject to election and candidates for those positions.

4.

The Elections Board shall review and update, with the assistance of Cities, if requested, the voter lists in order to have a current and certified list prior to any election.

5.

The County shall provide the facilities necessary to conduct said elections in a reasonably, orderly fashion, and as may be requested by Elections Board.

6.

The County shall be responsible for all fees, costs, and expenses incurred in conducting the municipal elections on the terms and conditions set forth in this Agreement.

7.

The County Director of Elections & Registration shall be responsible for providing services in certifying results to the Secretary of State's office.

8.

The Election Board's election personnel, as necessary and appropriate as determined by the County Director of Elections and Registration, shall be sworn in as election superintendents for the City and shall conduct all aspects of the election except for filing notices of candidacy and affidavits and any other ethics filings, which will be handled by the City Clerk acting as election superintendent for qualifying. All elections will be conducted using whichever method the Board deems appropriate based on each election. Early voting (both in-person and by mail) for all elections shall take place at the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia. Further, the City shall not accept any absentee ballots or absentee ballot applications from any voters. The City shall direct any voter with an absentee ballot or who desires to obtain an absentee ballot to the Effingham County Board of Elections and Registration located at 284 GA Highway 119 South, Springfield, Georgia.

9.

9.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director Elections and Registration in connection with any municipal election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

9.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested municipal election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Elections and Registration, and the County Director of Elections and Registration in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, the City shall be responsible for all costs and expenses of the second election.

9.3 To the extent allowed by law, the City agrees to defend and hold harmless the County and Elections Board with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney’s fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

9.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney’s fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

9.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

9.6 Should it be necessary to comply with legal requirements that any of the County’s personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

9.7 In the event that a city law, ordinance, or code pertaining to the administration of the election directly contradicts or makes more/less strict a portion of the State of Georgia’s Election Code (O.C.G.A. Title 21), then the County shall only be responsible for enforcing the requirements set forth in O.C.G.A. Title 21.

10.

10.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

10.2 All Elections Board personnel assigned under this Agreement are and will continue to be part of the Effingham County Department of Elections and Registration and under the supervision of the Director.

10.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

11.

This Agreement shall be effective upon each City’s adoption of an ordinance authorizing the Elections Board to conduct the City’s municipal elections to occur during the 2023 elections cycle. If a City fails to adopt such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City’s general election to occur in November 2023, this Agreement shall be null and void and have no force and effect to that City. If a City successfully

adopts such an ordinance within a time frame that would reasonably allow the Elections Board to conduct the City's general election to occur in November 2023, this Agreement shall expire upon the final certification of all elections to be conducted under this Agreement.

12.

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Notices to the Elections Board shall be sent to the following address:

Effingham County Board of Elections and Registration
Attn: Director of Elections and Registration
284 GA Highway 119 S
Springfield, GA 31329

Notices to the County shall be sent to the following address:

Board of Commissioners of Effingham County
Attn: County Manager
804 S. Laurel St.
Springfield, GA 31329

Notices to the Cities shall be sent to the following address:

City of Guyton
Attn: City Manager
310 Central Boulevard
Guyton, GA 31312

City of Rincon
Attn: City Manager
302 S. Columbia Avenue
Rincon, GA 31326

City of Springfield
Attn: City Manager
Post Box 1 / 130 S. Laurel Street
Springfield, GA 31329

13.

The Cities hereby stipulate, covenant, and agree to be responsible for obtaining any clearance for the Justice Department which may be needed prior to any elections being conducted by Elections Board, and Cities further hereby stipulate, covenant, and agree to be responsible for compliance with the rules or regulations of any other governmental agency which may be applicable as a result of this Agreement.

14.

The County, Elections Board, and Cities shall not assign any of the obligations or benefits of this Agreement.

15.

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the Cities, the County, or the Elections Board. All parties must sign any subsequent changes in the Agreement.

16.

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Effingham County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

17.

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

18.

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

19.

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

20.

Further, the Effingham County Board of Elections and Registration has reviewed and approved this Agreement and has authorized its Chairman and its Director of Elections and Registration to execute any ancillary documents required to conduct the municipal election.

21.

This Agreement shall expire upon the final certification of all 2023 elections to be conducted under this Agreement.

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley M. Corbitt, Chairman

Attest: _____
Stephanie Johnson, County Clerk

Date: _____

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

EFFINGHAM COUNTY BOARD OF ELECTIONS AND REGISTRATION

By: _____
Thomas G. Allen, Chairman

By: _____
Laura Bassett, Director of Elections & Registration

Attest: _____
Krystle McDonald, Assistant Director of Elections & Registration

Date: _____

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

CITY OF GUYTON

By: _____
Russell Deen, Mayor

Attest: _____

Print Name/Title: _____

Date: _____

Approved as to form:

Benjamin M. Perkins, City Attorney

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

CITY OF RINCON

By: _____
Kenneth Lee, Mayor

Attest: _____
Dulcia King, Clerk

Date: _____

Approved as to form:

Raymond Dickey, City Attorney

IN WITNESS WHEREOF, all parties hereto have set their hands and seals the day and year stated below.

CITY OF SPRINGFIELD

By: _____
Barton A. Alderman, Mayor

Attest: _____
Jennifer Smith, Clerk

Date: _____

Approved as to form:

Benjamin M. Perkins, City Attorney

Staff Report

Subject: Approval of MOU with Effingham County EMS and Rescue Training, INC.

Author: Alison Bruton, Purchasing Agent

Department: EMS

Meeting Date: July 18, 2023

Item Description: MOU with Effingham County EMS and Rescue Training, INC.

Summary Recommendation: Staff recommends approval of the MOU with Effingham County EMS and Rescue Training, INC

Executive Summary/Background:

- Rescue Training, Inc has requested approval of the MOU with Effingham County EMS to provide a comprehensive learning experience for their students from Chatham County Paramedic Consortium by riding along with EMS personnel.
- The term of this agreement is from the date of signature to December 31, 2024 and will automatically renew annually unless terminated by either party with 30 days written notice; however, students currently participating shall be given the opportunity to complete their affiliation for the remainder of their program/course.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of MOU with Effingham County EMS and Rescue Training, INC.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EMS, County Attorney, Purchasing

Funding Source: NA

Attachments: MOU

Memorandum of Understanding (MOU)

AFFILIATION AGREEMENT Between Effingham County Board of Commissioners And Rescue Training, Inc.

I. PARTICIPATING AGENCY

THIS AGREEMENT made and entered into this __th day of _____ 2023 between **Rescue Training, Inc.**, sponsored by **Chatham County Paramedic Consortium**, hereinafter referred to as **Chatham County Paramedic Consortium** and **Effingham County Board of Commissioners** hereinafter referred to as **EMS Service**.

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participants (students) from Chatham County Paramedic Consortium, within a clinical setting, in accordance with provisions of the guidelines set forth in this agreement.

III. GENERAL PROVISIONS OF AGREEMENT

- A. Both parties agree that there will be no distinction in employment or placement because of race, sex, color, creed, age, national origin, religion, marital status, disability or handicap and adhere to the provisions of Federal and State laws regarding discrimination.
- B. The EMS Service will provide, at the Participant's expense, emergency care for injuries or acute illness while on duty at the EMS Clinical Site in accordance with the provisions of this Agreement.
- C. **The term of this Agreement shall be from its date of execution through December 31, 2024 and will automatically renew thereafter annually, provided, however,** that either party shall have the right to terminate this Agreement upon 30 days written notice. However, currently participating students shall be given the opportunity to complete their affiliation for the remainder of the program/course they are currently participating.

IV. SPECIFIC RESPONSIBILITIES OF CHATHAM COUNTY PARAMEDIC CONSORTIUM.

- A. **Chatham County Paramedic Consortium** shall designate a person or persons to coordinate and act as liaison with the appropriate EMS Service personnel.

- B. Chatham County Paramedic Consortium** shall provide **EMS Service** with a list of participants in the learning experience at least ten (10) business days before each program is to start.
- C. Chatham County Paramedic Consortium.** shall insure that participants have the necessary didactic prerequisites to maximize the learning experience at the EMS Service.
- D. Chatham County Paramedic Consortium.** shall insure that the participants comply with the provisions hereinafter set forth in Section VI of this Agreement.
- E. Chatham County Paramedic Consortium.** does undertake and agree that it will indemnify and hold harmless the **EMS Service** and its officers, directors, employees, and agents, of any damages of any kind and by whomever and whenever made arising out of the activity of any participant or student supplied by **Chatham County Paramedic Consortium** pursuant to this Agreement.
- F. Chatham County Paramedic Consortium.** shall procure and maintain, during the term of this Agreement and any renewal, general liability insurance in the amount of no less than \$1,000,000/\$2,000,000 to cover any and all liability for claims arising out of the activities carried out under this Agreement; and in addition, each participant shall maintain professional liability insurance in the amount of no less than \$1,000,000/\$3,000,000; and **Effingham County Board of Commissioners** shall be certificate holder under such general liability policy or policies. **Chatham County Paramedic Consortium** shall submit certificates of insurance to the **EMS Service** evidencing such insurance as requested by the **EMS Service**. **Chatham County Paramedic Consortium** agrees that the **EMS Service** will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverages described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.
- G. Chatham County Paramedic Consortium.** will provide training to all faculty and students on infection control practices as required by CFR1910.1030
- H. Chatham County Paramedic Consortium.** will provide verification to the **EMS Service** that all students have received HBV vaccine, TB test results within 12 months, measles, mumps, rubella, and chicken pox status, either proof of having had the disease or the appropriate vaccination, and a Tdap booster.
- I. Chatham County Paramedic Consortium.** will provide training to all faculty and students on the HIPPA standards for the security of electronic health information

V. SPECIFIC RESPONSIBILITIES OF THE EMS SERVICE

It shall be the responsibility of the **EMS Service** to:

- A. Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- B. Provide opportunities for a learning experience with appropriate supervision.
- C. Retain ultimate responsibility for patient care even if a student gives that care.
- D. Designate a preceptor (or coordinator) from its staff to act as the liaison with **Chatham County Paramedic Consortium** in this Agreement, as appropriate to the learning objectives.
- E. Verify Preceptor training (letter or course roster) or require preceptors to complete the online (free) Preceptor Training Course through Platinum Planner.

VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT (Student)

It shall be the responsibility of the participant(s) assigned through this Agreement to:

- A. Comply with the policies and procedures of the **EMS Service**.
- B. Provide the necessary and appropriate uniform while on duty in the EMS Clinical Site.
- C. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of the Agreement.
- D. Sign a "Hold Harmless Agreement" with the **EMS Service** prior to commencing his/her experience within the EMS Clinical Site.
- E. At all times wear the appropriated badge on every clinical and comply in all respects with the student requirements set forth in the requirements Sheets.

VII. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The **EMS Service** shall reserve the right to request **Chatham County Paramedic Consortium** to withdraw any participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the **EMS Service** or is detrimental to patients or others.

VIII. MODIFICATION OF AGREEMENT Modification of this Agreement may be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of parties agreeing to the modification.

IX. COPIES OF AGREEMENT

Copies of this signed Agreement shall be placed on file and be available at the Corporate office of Chatham County Paramedic Consortium and in the offices of **Rescue Training, Inc.** and **Effingham County Board of Commissioners.**

X. SIGNATURES TO AGREEMENT

A. Effingham County Board of Commissioners

1. Signed by: _____

2. Title: _____

3. Date: _____

B. Rescue Training, Inc., Sponsored by Chatham County Paramedic Consortium.

1. Signed by: _____

2. Title: _____

3. Date: _____

Staff Report

Subject: Master Services Agreement for (Engineering) Professional Services for FY24

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: July 18, 2023

Item Description: Consideration to approve Amendment #3, the extension of the Master Services Agreement for Professional Services for EOM Operations

Summary Recommendation: Approval of Amendment #3 of the Master Services Agreement for Professional Services with EOM Operations to perform Public Works related Engineering tasks. For FY 2024, the scope of services will be defined in Task Orders to be approved by the Board of Commissioners.

Executive Summary/Background:

- The County has utilized consultant and contractor services for Public Works related Engineering support. Since 2018, EOM Operations has performed these tasks.
- For FY 2023-2024, County staff is recommending approval of Amendment #3 for the Master Services Agreement with EOM Operations. Funding is approved in the FY 2024 budget.

Alternatives for Commission to Consider

1. Approve the Master Services Agreement for Engineering Professional Services Amendment #3 for FY 2024 for EOM Operations.
2. Reject the FY 2024 extension. Direct staff to advertise for a consultant to perform some or all of the Public Works related Engineering tasks.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Finance, County Manager, Purchasing

Funding Source: Multiple funding sources depending on the services provided; General Fund, Development Services, Water/Sewer, WWTP, Special Tax District

Attachments:

1. EOM Operations Master Agreement for Professional Services dated September 15, 2020
2. Amendments.

Master Agreement for Professional Services

THIS AGREEMENT is made and entered into this 15th day of ~~June~~ September, 2020, by and between **The Board of Commissioners of Effingham County**, a political subdivision of the State of Georgia, (hereinafter "Owner"), whose address for any formal notice is 601 N. Laurel Street, Springfield, GA 31329, and **EOM Operations, a Division of EOM Public Works LLC**, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "Consultant"), whose address for any formal notice is 480 Edsel Drive, Suite 100, Richmond Hill, GA 31324.

Owner and EOM agree:

1 GENERAL CONDITIONS

- 1.1 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.
- 1.2 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.3 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and Consultant.
- 1.4 This Agreement sets forth the general terms and conditions which shall govern the relationship and performance of Owner and Consultant. Consultant shall provide services as set forth in the Agreement and subsequent amendments including Task Orders.
- 1.5 This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "Owner" and "Consultant" shall include their respective officers, agents, directors, elected or appointed officials, and employees.
- 1.6 From time to time Owner may request that Consultant provide services. Each request shall be documented in a Task Order consistent with the format of Exhibit A to this Agreement, and, upon acceptance by Owner and Consultant, shall be considered an amendment to this Agreement.
- 1.7 Upon execution of this Agreement, Owner and Consultant shall designate specific individuals to act as Owner's and Consultant's representatives with respect to the services performed or furnished under this Agreement. Such individual shall have authority to transmit instructions, receive information, and render decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

2 SCOPE OF SERVICES

- 2.1 Each Task Order will describe services to be performed, compensation for those services and deliverables, if any, to be provided. Consultant shall not be obligated to perform any prospective Task Order unless and until Owner and Consultant agree as to the scope of services, compensation and time of performance. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- 2.2 Services described in a specific Task Order approved by Owner shall be commenced promptly and not later than the beginning date specified in the Task Order.

3 OWNER'S RESPONSIBILITIES

- 3.1 Owner shall provide Consultant with all access to Owner's facilities relating to the services specified in each Task Order.
- 3.2 Owner shall maintain and renew warranties, guarantees, easements, permits, authorizations, and licenses that have been granted to the Owner, to the extent doing so is not a responsibility of Consultant hereunder.
- 3.3 The Owner agrees to not offer employment or other compensation to Consultant personnel working on this project for a period of two (2) years after the termination or expiration of this Agreement or said employee's reassignment from this project.
- 3.4 Owner will provide to Consultant all data in Owner's possession relating to the services specified in each Task Order. Consultant will reasonably rely upon the accuracy and completeness of the information provided by the Owner.

4 OPINION OF PROBABLE COST

- 4.1 Consultant's opinion on probable construction costs, if included in services of a specific Task Order, shall be based on reasonable judgement as a professional engineer. Owner acknowledges Consultant has no control over cost of labor, materials, equipment, services furnished by others or over contractors' methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not warranty or guarantee that proposals, bids or actual construction costs will not vary from Consultant's opinion of probable cost.

5 STATUS DURING CONSTRUCTION

- 5.1 If construction observation is included in services of a specific Task Order, the Consultant shall visit the project site at intervals appropriate to the stage of construction or as agreed in writing by the Owner and the Consultant in order to observe the progress and quality of work completed by Contractor. Visits and observations performed by Consultant are not intended to be an exhaustive check or a detailed inspection of Contractor's work but rather allow Consultant to become familiar with the work in progress and to determine if the work is proceeding in accordance with the construction documents.

- 5.2 Consultant shall keep Owner informed of progress of work and shall notify Owner of any observed deficiencies in work.
- 5.3 Consultant shall not supervise, direct, control or have charge or authority over the Contractor's work nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences or procedures of construction selected or used by any contractor, or the safety precautions and programs in connection with the work, security or safety at the site, nor failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 5.4 Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the construction contract documents or any applicable laws, codes, rules or regulations.

6 COMPENSATION AND PAYMENT

- 6.1 Consultant shall prepare invoices in accordance with the terms established in the specific Task Order and shall submit its invoices to Owner on a monthly basis.
- 6.2 All other compensation to Consultant is due on receipt of Consultant's invoice and payable within fifteen (15) days.
- 6.3 Owner shall pay interest at an annual rate equal to nine percent (9%), said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of payment.

7 TERM

- 7.1 Subject to Owner's annual fiscal year budget appropriation approval process, the initial term of this Agreement shall be for one (1) year commencing on July 1, 2020. Thereafter, subject to Owner's annual fiscal year budget approval process, the Owner may renew the Agreement for an additional one (1) year, after which time this Agreement shall expire. Thereafter, the parties may negotiate a new Agreement which shall be subject to approval of both parties.
- 7.2 Either party may terminate this Agreement for material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of Consultant's invoices, neither party shall terminate this Agreement without giving the other party thirty (90) day's written notice of intent to terminate.

8 INDEMNITY AND LIABILITY

- 8.1 Consultant hereby covenants and agrees to defend, indemnify and hold Owner harmless from and against any and all claims, demands, liabilities, fines, penalties, loss, damages (including without limitation economic loss, property damage or bodily injury, including death), costs and expenses, as well as Owner's attorney's fees and costs and expenses of litigation resulting from, arising out of, or related to Consultant's negligence or negligent performance or non-performance of services under this Agreement, whether or not such negligence or negligent performance or non-performance of services be by Consultant or by any subcontractor of Consultant. Consultant's indemnity obligations include payment of Owner's costs in obtaining any court order or ruling requiring Consultant to honor its indemnity and liability obligations set forth in this Agreement.

9 INSURANCE

- 9.1 Consultant shall provide the following insurances throughout the term of this Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:
- 9.1.1 Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the work is performed.
- 9.1.2 Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000.00) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or -leased motor vehicles, including onsite and offsite operations.
- 9.1.3. Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, covering EOM's indemnity obligations set forth in this Agreement, as well as claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.
- 9.2 Owner will maintain the following insurances throughout the term of the Agreement, and shall provide Consultant with Certificates of Insurance to demonstrate compliance with this provision.
- 9.2.1 Property Damage Insurance for all property, including Owner owned vehicles and equipment, for the full fair market value of such property.
- 9.3 Owner and Consultant hereby waive all rights of subrogation against the other for all damages and claims for damages which are covered under any insurance policies required to be carried hereunder.

10 LABOR DISPUTES

- 10.1 In the event activities by Consultant employee groups or unions causes disruption in Consultant's ability to perform services under this Agreement, Consultant may seek

appropriate injunctive court orders during any such disruption. Consultant shall offer services on a best efforts basis until any such disruptions cease, but Consultant cannot assure compliance with all contract conditions during such disruptions.

11 FORCE MAJEURE

11.1 Neither party shall be liable to the other for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon as a result of: (i) fire, flood, strike, acts of God, acts of public enemy, acts of terrorism, war blockage, sabotage, electronic attack, insurrection, riot or civil disturbance or a pandemic event; (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, federal or other government body; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or stoppages by employees or Consultant; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project. The party invoking this *Force Majeure* clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency immediately, and no later than ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of *Force Majeure*.

12. INDEPENDENT CONTRACTOR

12.1 It is hereby agreed and understood that Consultant is entering into this Agreement as an independent contractor and that all of Consultant's personnel engaged in work to be done under the terms of this Agreement are to be considered as employees of Consultant and under no circumstances shall they be construed or considered to be employees of Owner. Consultant shall supervise the performance of its own employees in providing services for Owner and shall have control over the manner and means by which the Services are performed, subject to the terms of this Agreement as well as any written and mutually agreed upon amendments thereto. Nothing in this Agreement will be interpreted as creating any relationship of principal and agent, partnership or joint venture between the parties. Neither Consultant nor Owner will represent in any manner to any third party that Consultant is an agent of, or affiliated with, Owner in any capacity other than as an independent contractor, and nothing in this Agreement shall be construed to be inconsistent with such status.

13 NO THIRD-PARTY BENEFICIARIES

13.1 This Agreement gives no rights or benefits to anyone other than Owner and Consultant and their officers, agents, directors, elected or appointed officials, and employees, and this Agreement has no third-party beneficiaries.

14 JURISDICTION

- 14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event that any dispute or disagreement between the parties cannot otherwise be amicably resolved, the parties consent to jurisdiction and venue in the Superior Court of Effingham County, Georgia.

15 SEVERABILITY

- 15.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. A party's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Agreement.

16 ENTIRE AGREEMENT

- 16.1 Should any provisions of this Agreement or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, the parties hereto agree that either of them may cancel this Agreement in its entirety, regardless of the remaining term or terms, and incur no penalty or liquidated damages whatsoever, or, in the alternative, may mutually agree to a modification of this Agreement as to make the same fully comply with all applicable laws.
- 16.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

17 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – E-VERIFY AFFIDAVIT

- 17.1 Pursuant to O.C.G.A §13-10-91, Owner shall not enter into a contract for the physical performance of services unless Consultant provides evidence on County-provided forms, attached hereto as Exhibits "B" and "C" affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A §16-10-71, that Consultant and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A §13-10-91, and that they will continue to use the federal work authorization program throughout the contract term.

In the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement, Consultant agrees to secure from such subcontractor(s)

attestation of the subcontractor’s compliance with O.C.G.A §13-10-91 and Rule 300-10-1-02 by subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as “Exhibit C”, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an individual licensed and in good standing in accordance with O.C.G.A §13-10-91. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the Owner within five (5) business days of receipt from any subcontractor. Consultant and its subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

EOM agrees that the employee-number category designated below is applicable to Consultant. [Information only required if contractor affidavit is required pursuant to O.C.G.A §13-10-91.]

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A §13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s) indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

18 CONFLICT OF INTEREST

18.1 Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of state or local ethics laws or regulations. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the work.

19 NONDISCRIMINATION

19.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C §2000d, section 303 of the Age Discrimination Act of 1975, as amended 42 U.S.C §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C §12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

20 WAIVER; SOVEREIGN IMMUNITY

20.1 No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of Owner's sovereign immunity or any individual's qualified, good faith or official immunities.

21 AUTHORITY

21.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Agreement by their signatures below.

EOM OPERATIONS

Authorized Signature:



Name:

president

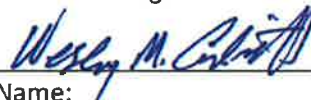
Title:

9.23.2020

Date:

The Board of Commissioners of Effingham County

Authorized Signature:



Name:

Chairman

Title:

09/15/2020

Date:

**EXHIBIT A
SAMPLE TASK ORDER**



DATE

The Board of Commissioners of Effingham County
ATTN: Charles George
601 N Laurel Street
Springfield, GA 31329

Re: XXX Services Task Order Request

Dear Mr. George,

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide civil engineering consulting services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Owner and Consultant on ____ day of _____, 2020.

**SCOPE SERVICES
EXCLUSIONS
COMPENSATION**

Signatures below indicate the acceptance of the proposed Task Order items listed above.

**The Board of Commissioners of
Effingham County**

EOM Operations

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____


Date: _____

Date: _____


TASK ORDER NO. _____

COMMENCEMENT DATE _____

COMPLETION DATE _____

 480 Edsel Drive, Ste 100
Richmond Hill, GA 31324

 www.eomwork.com

 Ph: 912.445.0050
F: 912.756.5882

**EXHIBIT B
CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractors) 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.

759319 2/28/14
EEV/ Basic Pilot Program* User Identification Number
EOM Public Works, LLC
Company Name
[Signature] 9.23.2020
BY: Authorized Officer or Agent Date
(Signature)
president
Title of Authorized Officer or Agent
Melissa L Hurd
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
23rd DAY OF September 2020
[Signature]
Notary Public
My Commission Expires: January 10, 2023



* 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).

**AMENDMENT No. 1
Master Agreement for Professional Services**

This Amendment No. 1 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

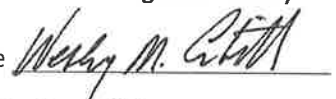
1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022.
2. This Amendment renews Task Order 1 for Civil Engineering Consulting Scope Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022.
3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
 Name Melissa Hurd
 Title president
 Date 10.19.21

Board of Commissioners of Effingham County

Authorized Signature 
 Name Wesley M. Corbitt
 Title Chairman
 Date 10/19/2021

**AMENDMENT No. 2
Master Agreement for Professional Services**

This Amendment No. 2 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the master Agreement was Amended October 19, 2021 to extend the term of the agreement to June 30, 2022; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and


NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2022 and terminates on June 30, 2023.
2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
 Name Melissa Hurd
 Title president
 Date 6/21/22

Board of Commissioners of Effingham County
 Authorized Signature 
 Name Wesley M. Corbett
 Title Chairman
 Date 06/21/2022

**AMENDMENT No. 3
Master Agreement for Professional Services**

This Amendment No. 3 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Master Agreement was Amended June 21, 2022 to extend the term of the agreement to June 30, 2023; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2023 and terminates on June 30, 2024.
2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Board of Commissioners of Effingham County

Authorized Signature _____

Authorized Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Staff Report

Subject: Public Works Services agreement amendment 6 for FY 2024

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: July 18, 2023

Item Description: Consideration to approve Amendment 6 to EOM Operations contract to perform Public Works related tasks.

Summary Recommendation: Approval of Amendment 6 with EOM Operations to perform Public Works related tasks.

Executive Summary/Background:

- The County has utilized consultant services for Public Works support. Since 2015, EOM Operations has performed these tasks. Public Works Operations Management Services include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment.
- The current contract was approved on June 20, 2017.
- Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; Amendment 5 dated June 21, 2022.
- For FY 2024, County staff is recommending Public Works services be performed via contract with EOM Operations. This assures timely and complete services to the community in the most cost effective manner.
- Funding is approved in the FY 2024 budget.

Alternatives for Commission to Consider

1. Approve the Amendment 6 for the extension of Public Works services for FY 2024 for EOM Operations.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Public Works

Funding Source: General Fund & Special Funds.

Attachments:

1. EOM Operations Contract June 20, 2017 with Amendment 1 through 5.
2. FY 2024 Amendment 6 proposal.

EOM Operations Contract 2017 - 2018

AGREEMENT

For

PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between The Board of Commissioners of Effingham County, a political subdivision of the State of Georgia, (hereinafter "Owner"), whose address for any formal notice is 601 N. Laurel Street, Springfield, GA 31329, and EOM Operations, a Division of EOM Public Works LLC, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "EOM"), whose address for any formal notice is 480 Edsel Drive, Suite 100, Richmond Hill, GA 31324. This Agreement shall be binding on the date that the last authorized signature is affixed to this Agreement.

Owner and EOM agree:

1 GENERAL AND DEFINITIONS

1.1 GENERAL

- 1.1.1 This Agreement will be for operations, management, and consulting services only. This Agreement shall not include any personnel, labor, equipment, and/or materials not expressly described as "in scope".
- 1.1.2 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.
- 1.1.3 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.1.4 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and EOM.
- 1.1.5 This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "EOM" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials, and employees.
- 1.1.6 Time is of the essence.
- 1.1.7 COMPLIANCE WITH LAWS: EOM shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of this contract between EOM and the Owner. Any such requirement specifically set forth in any other contract document between EOM and the Owner shall be supplementary to this section and not in substitution thereof.
- 1.1.8 IMMIGRATION: On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit

EOM Operations Contract 2017 - 2018

that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. An affidavit is included as part of this contract as Attachment D.

- 1.1.9 PROTECTION OF RESIDENT WORKERS: Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). EOM shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- 1.1.10 INTERESTS OF PUBLIC OFFICIALS: EOM warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in the proceeds of this contract. In the event that an elected or appointed official or employee acquires any interest in this contract or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract without liability, terminate the contract for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this Agreement, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.
- 1.1.11 STATEMENT OF DISCLOSURE: EOM will provide a statement of disclosure – A statement is included as part of this contract as Attachment D.
- 1.1.12 GEORGIA OPEN RECORDS ACT: This contract will become part of the Owner's official files without any obligation on the Owner's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County regardless of type, shall belong exclusively to Effingham County and will be

EOM Operations Contract 2017 - 2018

considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et. Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

1.1.13 **GEORGIA TRADE SECRET ACT OF 1990:** In the event that EOM submits secret information to the Owner, the information must be clearly labeled as a "Trade Secret". The Owner will maintain the confidentiality of such trade secrets to the extent provided by law.

1.1.14 **PENDING LITIGATION:** EOM shall disclose any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. If the Owner, at any time, discovers that they have an outstanding claim, or financial dispute with EOM or any of its subsidiaries, the contract will be terminated. EOM acknowledges that in performing this contract for the Owner, they shall not utilize any firms that have been a party to any of the above actions. If EOM engages any firm to work on this contract that is later debarred, EOM shall sever its relationship with the firm with respect to Owner contract.

EOM will need to read and complete the certification regarding debarment, suspension, ineligibility, and voluntary exclusion included as part of this contract as Attachment B.

1.1.15 **PERSONNEL:** EOM will, at its own expense, provide all personnel necessary to perform the services of the contract; none of whom shall be employees of, nor have any contractual relationship with Effingham County. All services hereunder will be performed by EOM under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under law to perform such services.

1.1.16 **PATENT INDEMNITY:** Except as otherwise provided, EOM agrees to indemnify Effingham County and its officers, agents and employees against liability.

1.2 DEFINITIONS

1.2.1 "Base Fee" means the compensation paid by Owner to EOM for the base services defined in Section 2 through 2.6.48 of this Agreement for the term of the Agreement. The Base Fee is specified in Section 4.1 and will be renegotiated upon Agreement expiration. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.

1.2.2 "Changes in Scope of Services" mean those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long-term events (greater than contract term). Such events or services include, but are not limited to, services and/or cost presently the

EOM Operations Contract 2017 - 2018

responsibility of Owner, newly mandated regulatory requirements, construction and the impact thereof, and changes in the Project(s) characteristics.

- 1.2.3 "Incidental Services" means those services requested by Owner incidental to/or not specifically identified or included in EOM's Costs, but are related to or similar in nature to the services contemplated under this Agreement, including, but not limited to, services and/or cost for plant or facility upgrades, rate studies, short-term construction and the impacts thereof, engineering studies, and other short-term incidental projects.
- 1.2.4 "Preventative Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or EOM to maximize the service life of the equipment, water infrastructure, sewer infrastructure, wastewater treatment facility or Owners vehicles.
- 1.2.5 "Project" means all equipment, vehicles, grounds and facilities described herein, located within the municipal boundaries and/or Owner's currently owned facilities lying outside of the municipal boundaries.
- 1.2.6 "Repairs Costs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety and performance generally resulting from failure of or to avert failure of the equipment, water infrastructure, sewer infrastructure, wastewater treatment facility or Owners vehicles.

2 SCOPE OF SERVICES – EOM

EOM SHALL:

- 2.0 Provide operational and management services which shall be defined to include the Owners Department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment. These operational services shall be provided by full time EOM staff working and serving as the public works, fleet maintenance and water / sewer departments, with access to support staff of other EOM employees, to be headquartered in an office to be provided by Owner.
- 2.0.1 Owner shall be provided with a formal monthly status report on each department managed by EOM. All data, agency transmittals and monthly status reports are considered property of the Owner.
- 2.0.2 All work is to be performed in accordance with the Effingham County purchasing policy guidelines and should have the approval of the administrator or a designated county employee.
- 2.0.3 EOM shall operate all county vehicles in accordance with Effingham County's Vehicle Policy. EOM employees will operate and use Equipment within the guidelines provided in the Vehicle Policy of a County Employee. Equipment shall not leave the Project unless it is being relocated to avoid an impending natural disaster without prior written approval from the Administrator or his designee.

EOM Operations Contract 2017 - 2018

- 2.0.4 EOM will forward calls from the current Public Works phone line to their call center. During normal business hours work orders will be generated and a summary of calls received and the resolution to the call incorporated into the monthly report.
- 2.0.5 EOM will provide after-hours call services maintained by a 24 hour call center and maintain on-call personnel. A priority matrix will be applied to determine urgency of calls and all prioritized emergencies will be responded to within one hour.
- 2.0.6 EOM will bring all major maintenance and permit compliance issues to the Owner's attention as soon as possible.
- 2.0.7 EOM agrees to provide job-related training for personnel in the areas including, but not limited to, operation, quality, maintenance, safety, supervisory skills, laboratory and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform work required of their respective positions, EOM shall provide the training and agree with the employee to a reasonable timeframe to qualify for such certificate, license or authority. EOM will establish a Drug-Free Workplace for EOM employees working at the Owner facilities by requiring drug screening of all new employees and will allow for random drug testing. Costs associated with random Drug Testing will be provided by the Service Provider.
- 2.0.8 EOM shall place at each permanently staffed Project facility, a copy of EOM's Corporate Safety Program, and provide all employees training specific to this Program within forty-five (45) days from the effective date of this Agreement. This Program will include weekly documented safety training, job safety analysis, emergency response plan, chemical hygiene plan, and an annual safety review.
- 2.0.9 EOM shall document all preventive maintenance and repairs in each area of service provided and a summary will be incorporated into the monthly report.
- 2.0.10 EOM shall staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement and, where appropriate, have met the certification requirements mandated by the State of Georgia. The owner can request staff reassignment or dismissal of specific EOM staff from the Owners project .
- 2.0.11 EOM shall provide Owner, through the budget preparation process, a list of all anticipated capital expenditures for the following fiscal year.
- 2.0.12 EOM will provide assistance to other county departments as long as these tasks are requested in writing, can be scheduled during regular business hours, do not affect the completion of in scope work and do not require hiring of additional personnel.
- 2.0.13 EOM shall within the design capacity of the Waste Water Treatment Plant, Water Wells, and Collections System affect the operation of said systems to coincide with requirements specified by the State of Georgia and U.S. EPA for Public Water Systems, the Clean Water Act, National Primary Water Treatment Regulations, and

EOM Operations Contract 2017 - 2018

the National Pollution Discharge Elimination System. EOM shall notify the owner if the design capacity of any managed facilities has reached its limit or usable life and shall not be held liable for any violations stemming from these deficiencies.

2.1 WASTEWATER TREATMENT PLANT

- 2.1.1 EOM shall prepare and submit transmittals and all regulatory reports pertaining to routine operation and maintenance of Owner's Wastewater Reclamation Facility to appropriate agencies.
- 2.1.2 EOM shall provide oversight of Owner's computerized maintenance, process control, and laboratory management systems.
- 2.1.3 EOM shall provide oversight of all laboratory testing and sampling currently required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time
- 2.1.4 EOM shall provide timely DMR reports and insure submittal to EPD as required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time.
- 2.1.5 EOM shall provide staff with required licensing levels to act in responsible charge of the Owner's Wastewater Reclamation Facility as required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time.
- 2.1.6 EOM shall provide consulting and assist in obtaining bids per the County purchasing policy on out of scope repairs to the plant appurtenances as to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.
- 2.1.7 EOM shall perform routine maintenance such as repainting of plant appurtenances and mowing and maintaining of spray fields and the Water Reclamation Facility site.
- 2.1.8 EOM shall facilitate all state mandated sampling and laboratory testing. Owner shall be responsible for any lab fees charged by outside agencies.

2.2 WATER PRODUCTION

- 2.2.1 EOM shall create custom field manuals, for the operational inspections and checks, to ensure proper operation of the Owner's facility. This will be done within 6 months to ensure wells are being maintained so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.
- 2.2.2 Within 6 months EOM shall create custom Well check procedures and provide them to the Owner, to ensure proper operations and maintenance of the Wells.
- 2.2.3 Within 6 months EOM shall develop and provide to the Owner compliance monitoring schedules and an execution plan of said schedules, to ensure EOM

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employees are providing correct and active testing procedures, so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.

- 2.2.4 EOM shall provide staff with required licensing levels to act in responsible charge of the Owner's Water Distribution System as required by Owner's permits (CP1030131 and 051-0011) as may be updated or renewed from time to time.
- 2.2.5 EOM shall provide consulting and assist in obtaining bids per the County's purchasing policy on repairs to the Water Wells as to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.
- 2.2.6 EOM shall manage the flushing program to minimize the amount of water flushed while maintaining compliance with Owner's permits (CP1030131 and 051-0011) as may be updated or renewed from time to time. All water flushed shall be metered and recorded and a summary incorporated into the monthly report

WELL SYSTEMS

- Court House/Landfill Well
- Berryville Well
- Hunter's Chase/Abbey Lane
- SouthBrook
- Greenbrier
- IDA/I-16 Well
- Well #0 Springfield Central

BACKUP WELL SYSTEMS

- Caribbean Village--Antigua
- Goshen Commercial Park
- South Effingham Elementary School
- South Effingham Middle/High Schools

2.3 LIFT STATIONS

- 2.3.1 Within 6 months EOM shall create custom Lift Station check procedures to ensure proper operations and maintenance of the Lift Stations.
- 2.3.2 Within 6 months EOM shall develop and furnish to the Owner compliance monitoring schedules and execution plan of said schedules, to ensure employees are providing correct and active testing procedures.
- 2.3.3 EOM shall provide consulting and assist in obtaining bids per the Owner's purchasing policy on repairs to the Lift Stations to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed
- 2.3.4 EOM shall provide labor for all routine electrical repairs on lift stations including replacing contactors and components.

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2.3.5 Any changes to the number and scope of lift station services shall be subject to an increased scope charge and will be negotiated with Owner prior to EOM Operation of any new lift or unlisted station facilities.

LIFT STATION LISTING

Station ID	Station Name	PS#12	Old Augusta Rd
PS#01	Marlow Elem.	PS#13	Timberlake
PS#02	South Bend	PS#14	Staffordshire
PS#03	South Eff. Elem.	PS#15	Settlers Point
PS#04	Hodgeville Rd	PS#16	Park West Phase II
PS#05	Park West	PS#17	Red Oak
PS#06	Exley Tract	PS#18	Summer Station
PS#07	Greystone	PS#19	Cedar Ridge
PS#08	Blandford Elem.	PS#20	Laurel Mill
PS#09	Learning Treehouse	PS#21	Blandford Crossing
PS#10	Windfield	PS#22	Saddleclub @ Belmont Glen
PS#11	S.E.P./Buckingham	PS#23	Laurel Grove

2.4 COLLECTIONS AND DISTRIBUTION

- 2.4.1 EOM shall provide consulting on general record keeping, in regards to process of operational management of the Owner’s collections and distribution system.
- 2.4.2 EOM shall provide consulting and assist in obtaining bids per the Owner’s purchasing policy on repairs to the Collections and Distribution system as to assist Owner’s employees to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.
- 2.4.3 EOM shall as soon as possible, but in any event, within one (1) hour of being notified or otherwise learning of a break or leak, affect proper repair of any water distribution system leaks or breaks which occur within any water and/or service lines up to and including the water meter. EOM shall not be responsible for repair of any leaks or breaks in water service lines from the meter to the dwelling. EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner’s standards and specifications for construction.
- 2.4.4 EOM shall read all water meters monthly and provide the readings to Finance for processing. Meters will be read as required by the Owner’s schedule and shall be accomplished in a maximum of two days. Meters shall also be read when accounts are opened or closed or upon request by the Finance Department
- 2.4.5 EOM will perform services for new water and reuse meter installations within three (3) working days after receipt of a work order calling for such installation, unless any delay beyond three (3) working days is due to unavailability of parts or

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circumstances outside of the control of EOM which prevent installation, in which case, such work will be completed as soon as the parts are obtained.

- 2.4.6 EOM shall perform all Owner issued service orders consisting of service and delinquent connects and disconnects, rereads, accuracy and pressure tests, service leak repairs and malfunction (still) meter replacements in a timely manner and in no event later than the third (3rd) working day after receipt of the work order, unless any delay beyond three (3) working days is due to unavailability of parts or circumstances outside of the control of EOM which prevent the completion of such work, which may include but not limited to the issuance of an excessive number of meter install requests, which for these purposes shall be defined as (6) six in any one day, in which case such work will be completed as soon as parts are obtained and labor can be scheduled accordingly. EOM will provide after-hours call services maintained by a 24 hour call center and maintain on-call personnel. The Owner may request a re-connect of water service after hours which for this purpose shall be defined as no more than (2) per month. EOM will coordinate with the owner regarding the urgency of a call with regard to disconnects.
- 2.4.7 EOM shall provide meter testing, calibration and replacement as required by Effingham County's Water Meter Calibration, Repair and Replacement Program. Water meters that are ¾" will be tested by EOM personnel. All other meters shall be either replaced or verified by our partnered 3rd party vendor and shall be paid for by the Owner.
- 2.4.8 EOM shall maintain an active leak detection program for sanitary sewer mains and manholes and provide repairs as required. A listing of potential problems and items which have been resolved should be included in the monthly report.
- 2.4.9 EOM shall provide water and sewer line locates within three (3) business days of receiving the request from Georgia 811.
- 2.4.10 EOM shall respond to blockages upon one (1) hour notification. Due diligence shall be exercised to clear the blockage. If the blockage cannot be cleared using equipment assigned to the Project for EOM's use, EOM will, when possible, bypass the affected area and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor having the equipment necessary to clear the blockage or otherwise repair the line to restore free flowing conditions. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor.

2.5 PUBLIC WORKS

- 2.5.1 Within 6 months EOM shall develop and implement schedules for maintaining all easements, ditches and canals owned by Owner for the use of stormwater drainage.
- 2.5.2 Within 6 months EOM shall develop and implement schedules for maintaining all tree and brush limb trimming on county owned rights of way.

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- 2.5.3 Within 6 months EOM shall develop and implement schedules for routine maintenance of all dirt roads owned and maintained by Owner.
- 2.5.4 EOM shall ensure new street signs are installed and that all street signs that are damaged or don't meet state and federal standards are repaired or replaced in a timely manner. Missing or damaged stop signs shall be replaced within two hours of being notified or otherwise learning of the missing or damaged stop sign.
- 2.5.5 EOM shall develop a listing of roadways, evaluate the listing of roadways, provide a schedule of recommend roads for repairs , seek direction from the Owner as to which roadways are to take precedence and ensure that all damaged roadways which pose a hazard to the public safety are repaired in a timely manner . The scope of these services includes motor grading as well as pothole repair. For these purposes, a pot hole shall be defined as any breach in an asphalted public road surface no more than 2 inches in depth and 24 inches at its widest point. All road repairs beyond these parameters shall be negotiated with the Owner regarding Best Management Practices (BMP) per occasion. This listing should be placed within the monthly report. EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction. EOM will as requested oversee road projects which are bid out by the Owner.
- 2.5.6 EOM shall ensure that all drainage blockages are removed in a timely manner.
- 2.5.7 EOM shall remove sediment buildup from county roadway shoulders to avoid trapping water on the roadway as needed. EOM shall be responsible for all related traffic control in accordance with the Manual on Uniform Traffic Control Devices.
- 2.5.8 EOM shall mow all grass within the Owner's right of way not included in a separate grass cutting agreements with private individuals as noted in RFQ No. 14-005 and additional roads added on July 27, 2015 and State DOT.
- 2.5.9 EOM shall remove all dead trees which pose a hazard to the public from Owner's rights of ways.
- 2.5.10 EOM shall place sand on Owner's bridges when there is an eminent danger of ice forming on the bridge.

2.6 FLEET MAINTENANCE

EOM will be required to provide at a minimum the following fleet management and maintenance services:

- 2.6.1 General: EOM will provide preventive maintenance, remedial repairs and overhaul, major component repairs and overhauls, coordination of transmission repairs, coordination of accident repairs resulting from collision, misuse, abuse, or vandalism, mobile service, tire service, welding and fabrication, coordination of glass replacement, sheet metal replacement, and rust and body repairs.

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- 2.6.2 **Labor, Parts and Equipment:** EOM will furnish all required supervision, labor, and tools (both specialty and hand) required to maintain the Owner's fleet that is in a "state of repair" and service that is consistent with generally accepted fleet practice as further defined herein.
- 2.6.3 **Contracted/Non-Contracted Services:** EOM will develop a system and methodology for the repair and replacement of Owner owned vehicles and equipment and will provide permanent daily staffing and labor associated therewith.
- 2.6.4 **Personnel:** EOM will, at its own expense, provide all personnel necessary to perform the services of the contract; none of whom shall be employees of, nor have any contractual relationship with Effingham County. All services hereunder will be performed by EOM under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under law to perform such services.
- 2.6.5 **Service Uniforms:** EOM will stock and supply uniforms for all employees in Vehicle Maintenance which identifies the name of EOM and the employee.
- 2.6.6 **Safety:** EOM will implement a safety program and will provide training for all personnel in the areas of operation, maintenance, safety, supervisory skills, certifications, etc, related to the contracted services.
- 2.6.7 **Training:** EOM shall provide continuing training for all EOM personnel. This training shall be sufficient to insure the least amount of downtime for repairs. A proposed training schedule must be included in proposal submittal.
- 2.6.8 **Performance Standards:** EOM will be required to deliver high quality services that can be audited against established standards, in a cost effective manner, with full reporting and accountability to Effingham County.
- 2.6.9 **Quality Standards:** EOM and their employees are expected to perform their duties in professional, service-oriented manner. Adherence to quality standards will be required.
- 2.6.10 **Procuring, Stocking and Issuing Parts:** EOM will, on behalf of the Owner procure, stock and furnish all parts, materials, supplies and fluids required for the operation and maintenance of all County vehicles in accordance with good parts management practices and will meet all relevant OEM and Owner standards/specifications. EOM will maintain a perpetual inventory of all parts, materials, supplies, and fluids in the Fleet Management Information System. An automated parts inventory system acceptable to the Owner to properly track and account for inventoried parts is the Service Provider's responsibility. In the event of cancellation of this contract, all computerized information regarding the parts operation along with hard copy records shall be provided to and will become property of the Owner.
- 2.6.11 **Access to Parts Room:** EOM will be responsible for the security of the parts room and will provide the Owner access to the facility as required to assure Contract

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performance or for facility maintenance purposes. The Owner retains the right to use and enter the parts room in the case of emergency or disaster, if so required, until EOM arrives on-site.

- 2.6.12 **Quality of Parts to be furnished:** Parts furnished to the Owner will meet or exceed the quality of the parts furnished originally for the equipment (OEM). Rebuilt or used parts must conform to the manufacturer's reconditioning tolerances.
- 2.6.13 **Warranties:** EOM will be required to maintain and provide upon request to the County all manufacturers' warranties, warranty adjustments, including extended warranty adjustments, and any refunds from warranty adjustments.
- 2.6.14 **Tires:** EOM will on behalf of the Owner, procure all tires. All tires furnished must be steel belted radials of the same quality, performance, and load range currently utilized on Owner equipment. Tires, except as indicated in Preventive Maintenance Schedule, must be replaced on all equipment when tread life reaches a minimum of 3/32 inch on any portion of tire. Recaps may be utilized for any equipment excluding passenger vehicles over one (1) ton on rear axles only. Recaps shall not be used on steering axle.
- 2.6.15 **Tire Service:** EOM will repair all fleet tires and will manage the tire recap program. EOM will also fix or replace flat tires at breakdown site to minimize equipment downtime. Tire plugs may be utilized on all equipment except those designated as emergency equipment (Police, Fire, EMS, etc.). Under no circumstances shall a tire plug be utilized to repair a side wall. EOM shall provide on-site wheel balancing service for all tires up to size 11.00R22.5. All other sizes may be balanced at an outside source as needed.
- 2.6.16 **Re-repair:** Re-repair for the purpose of this contract, is defined as the repair of the same failure within the warranty period due to parts failure, misdiagnosis, or mechanic's error. EOM shall track and identify re-repair work for these repairs.
- 2.6.17 **Accidents:** All repair costs due to accidents are the responsibility of the Owner and as such are not included in the contract cost except for administrative costs associated with facilitating the processing of accident repairs including appraisals, estimates of damage, obtaining repair bids in accordance with Owner Purchasing Policies and in accordance with the Owner's insurance carrier, transportation of equipment to/from repair site, repair quality and timeliness, administration including payment of invoices and coordination with the County Administrator and/or the Finance Director. When prior written authorization is given by the County Administrator and/or the Finance Director, the Owner will pay for accident repairs that are not covered by insurance. A County incident report along with a police report shall accompany all accident repairs. Effingham County will be responsible for filing all insurance claims.
- 2.6.18 **Misuse, Abuse or Negligence of Equipment:** The Owner wishes to have knowledge of any suspected misuse, abuse or negligence of equipment by its employees, or failure of any employee to deliver vehicles or equipment for scheduled preventive maintenance. Therefore, EOM shall alert the County Administrator and/or the

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Finance Director immediately when any type of abuse, misuse or negligence is suspected. Repair costs due to Owner employee misuse, abuse, or negligence is to be included in the contract cost.

- 2.6.19 Vandalism:** EOM shall also be responsible for processing of vandalism repairs including appraisals, estimates of damage, obtaining repair bids in accordance with Owner Purchasing Policy and Procedures, transportation of vehicle/equipment to/from repair site, repair quality and timeliness, administration including payment of invoices and coordination with the County Administrator and/or the Finance Director. The Owner will pay for any vandalism repair when prior written authorization is given by the County Administrator and/or the Finance Director. A County incident report along with a police report shall accompany all repairs to vandalized equipment. Effingham County will be responsible for filing all insurance claims that have a damage estimate that exceeds \$2,500.
- 2.6.20 Welding and Fabrication:** Welding and fabrication are an integral part of the fleet operation and all costs including welding rod/wire, supplies, protective clothing and all materials, etc., are the responsibility of Owner to procure and provide to EOM.
- 2.6.21 Major Component Failure/Repair:** Failure/repair of major components such as engines, transmissions, rear axles, etc., are the responsibility of EOM to work on with personnel under EOM or Sublet as may be needed.
- 2.6.22 Outside Repairs/Sub-contracting:** EOM will be responsible for arranging and managing the conduct of outside repairs, which can be performed more effectively by a sub-contractor.
- 2.6.23 Roadside Services:** EOM will provide routine and emergency road call services for the entire County fleet. EOM will provide an "on call" service technician to expeditiously handle vehicle breakdowns on a continuous, 24 hour, 7 days per week basis. EOM will tow or make towing arrangements for any County owned or leased vehicle requiring this service regardless of whether or not the cause is an authorized repair or another incident. During normal operating hours and after normal business hours, EOM will respond to call and have a mechanic physically at location of breakdown within 1 hour and 30 minutes if located within Effingham County. Time limits may be extended when adverse weather conditions exist. All service calls "outside" Effingham County will be responded to within a reasonable and mutually agreed upon time. Owner shall be responsible for any towing costs for EOM maintained County vehicles.
- 2.6.24 Minor Repairs:** EOM will provide a "quick fix" function for repairs of less than one hour duration when the vehicle operator chooses to wait for the service. This service shall be offered at all times during normal operational hours and will be provided as contract services. Priority for repairs to Emergency Response and Law Enforcement vehicles will at all times be enforced.
- 2.6.25 Limit to Extent of Repairs:** EOM will be required to make specific repairs to vehicles and equipment as further identified in the Preventive Maintenance Schedule included herein in Section 2.6.29 and by County departments. Repairs shall be

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made as required, limiting the nature and extent of the repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance. Repairs estimated to exceed \$1,500.00 must be analyzed by EOM to determine the repair's cost effectiveness and specifically approved by the County Administrator and/or the Finance Director. **Repair expenses on any one vehicle are not to exceed \$3,000.00 in any one fiscal year without administrator approval.** When equipment replacement appears to be more cost effective than repairing or it is deemed that it is uneconomical to repair a vehicle based on its age and condition, a recommendation shall be presented to the County (in writing) for a final decision whether to repair or retire the vehicle or piece of equipment.

- 2.6.26 **Vehicle Preparation Services:** EOM will be required to prepare all newly acquired vehicles and equipment for service. Preparation Services will at a minimum include, but is not limited to: inspections, services as required, cleaning, rust proofing, decals, stripes, fabrication and installation of special equipment and hardware, transfer of serviceable special equipment from old units and coordination/cost of radio equipment installation. EOM will also be responsible for coordinating the acquisition or transferring of license tags through the Owner's Purchasing Department. New Equipment will be prepared as listed herein and delivered to user department within five (5) working days after receipt of equipment or vehicle from dealer.
- 2.6.27 **Manufacturers' Recalls:** EOM will be required to ensure that all recall notices are reviewed and that prompt action is taken. When action is completed, the appropriate user department will be notified.
- 2.6.28 **Preventive Maintenance:** Services Provider will be required to provide Effingham County, on a quarterly basis, full documentation of preventive maintenance being performed in accordance with manufacturer's recommendations. Preventive maintenance program must include documentation of corrective and preventive maintenance provided and a detailed inventory of spare parts. All Preventive Maintenance Services provided will at a minimum meet the following Preventive Maintenance Standards:
- 2.6.29 **PREVENTIVE MAINTENANCE- MINIMUM REQUIREMENTS:**
- A. **Preventive Maintenance- Definition:** It shall be the responsibility of EOM to develop and implement a preventive maintenance (PM) program to service all vehicles and equipment to the satisfaction of the County Administrator and/or the Finance Director. The PM Program shall be made available to the Owner within 6 months from the start of services. Preventive maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of equipment components on a regular basis to facilitate operations with a minimum of downtime. The PM program shall be presented in detail in the proposal and shall be designed in accordance with recognized fleet management practice and shall meet the terms and conditions required to comply with the original equipment manufacturer (OEM) specifications, warranties and recommendations, unless otherwise approved in writing by the County. The approved PM shall, at a minimum, include the specifications outlined herein, and be in conjunction with the

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manufacturers PM schedules. The PM schedules are subject to change if approved by the County Administrator and/or the Finance Director.

- B. **Preventive Maintenance Program:** Preventive maintenance shall be performed on all Owner owned and leased vehicles and equipment listed in Appendix A and any vehicles that may be added to the fleet, as long as such additions do not increase the total fleet size by more than ten percent 10%. If the fleet increases more than 10% the contract rates can be re-negotiated.
- C. **Preventive Maintenance Scheduling:** Preventive maintenance shall be scheduled on a usage basis, with calendar time override. That is, each vehicle and piece of equipment shall be scheduled for preventive maintenance based on a usage limitation (miles or hours) or calendar time since the last PM, whichever comes first. EOM shall complete and file an "Inspection Form" approved by the County Administrator and/or the Finance Director for each PM service performed on each vehicle or piece of equipment. It shall be the Service Provider's responsibility to develop and implement a PM scheduling system that provides immediate notification to Owner user departments when PM services are scheduled for their vehicles. This schedule shall provide vehicle user departments not less than a ten (10) working day notice that a vehicle is due for PM. The Service Provider's site manager shall work with user departments to schedule the actual date of service.
- D. **Preventive Maintenance Equipment Transportation (Responsibility):** It is the responsibility of the Owner user departments to transport equipment to the Fleet Maintenance Facility for PM services when scheduled, with the following exceptions:
1. Fixed equipment not capable of being moved to the garage shall be provided PM inspections and maintenance in the field at set interval by means of a field service truck program.
 2. Heavy construction type equipment that is in use at a remote site that, due to size, makeup, project completion suspensions, or cannot effectively and/or efficiently be transported to the garage in a timely manner. This equipment shall be provided PM inspections and maintenance in the field at set intervals by means of a field service truck program.
- E. **Preventive Maintenance Intervals:** Preventive maintenance services and service intervals shall meet all specifications as listed herein. Any equipment not covered in this section shall meet or exceed original equipment manufacturers recommendations for such services.
- F. **Preventive Maintenance Scheduling New Equipment:** As part of placing in service newly acquired equipment, the Service Provider's PM supervisor and the County Administrator and/or the Finance Director shall jointly review the proposed PM schedule to be followed specifically for that piece of equipment.
- G. **Preventive Maintenance Oil Analysis Program:** Where cost effective, EOM will recommend and implement an oil sampling program for use as a diagnostic aid in determining early detection of problems.

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H. Preventive Maintenance Coolant Analysis Program: Where cost effective, EOM will recommend and implement a coolant sampling program for use as a diagnostic aid in determining coolant/coolant filter change intervals and for early detection of engine cooling system problems.

I. Preventive Maintenance:

PREVENTIVE MAINTENANCE SCHEDULE "A"

Perform items 1-17 every 7,500 miles or four months, whichever comes first on all cars, light trucks (1 ton or below) Vans, Utility Vehicles, etc. Exceptions from the PM work will be considered if justified and approved by the County Administrator and/or the Finance Director.

1. Safety Checklist:

The following items must be inspected, serviced, and repaired at every P.M.:

Headlights

(1) High Beam

(2) Low Beam

Beam Indicator Light

Parking Lights

License Plate Light

Tail Lights

Stop Lights

Clearance Lights

Directional Signals

Hazard/4 way lights

Emergency brake

Steering mechanism and suspension including tie rods, draglink, pitman arm, ball joints, etc.

Windshield wipers and washers

Horn

Tires-record tread depth of all tires; a minimum of 3/32 tread depth shall be maintained.

Rear view and side mirrors

Exhaust system, exhaust hangers and clamps

Back-up alarms

2. Inspect, service, and repair all interior lights.

3. Inspect, service, and refill fluid levels of coolant, windshield washer solvent, transmission, differentials, power steering units, and brake fluid.

4. Inspect, service, and repair battery, charging system terminals, cables and box.

5. Inspect, service, and repair heating/air conditioning system.

6. Inspect, service, and repair frame, cross members and body joints.

7. Inspect, service, and repair operation of the engine starting circuit.

8. Inspect, service, and repair drive shaft, U-joints, and CV joints and boots.

9. Inspect, service, and repair any oil, fuel, coolant or other fluid leaks.

10. Inspect, service, and repair air and emission filters and valves, as needed.

11. Inspect, service, and repair hoses, clamps, and belts.

12. Inspect, service, and repair operation of all gauges.

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13. Inspect, service, repair and lubricate all grease points on chassis, hinges, locks, suspension, hydraulic systems, etc.
14. Inspect, service, repair and change engine oil and filter.
15. Inspect, service, and repair tires. Replace at 3/32 inch tread life.
16. Beam/Ray, shotgun rack, siren, emergency equipment, etc., if Sheriff.
17. Inspect, service, and replace air cleaner as necessary.
18. Inspect, service, and repair emissions system as required by original equipment manufacturer.
19. Rotate and balance tires.
20. Inspect, service, repair, and perform minor tune up as necessary.
21. Inspect, service, repair, replace and adjust brake components (pads, shoes, rotors, drums, hardware, hoses, etc.) as required. NOTE: Every brake job shall include a new brake hardware kit, which includes spring, hold-downs, rollers, etc.
22. Perform road test.
23. Air cleaner element. Inspect service and repair.
24. Cooling system. Inspect, service and repair.
25. Scope engine. Inspect, service and repair.

PREVENTIVE MAINTENANCE SCHEDULE "B":

Perform items 1-10 every 45,000 miles or 12 months, whichever comes first:

1. Perform Preventive Maintenance Schedule "A".
2. Inspect, remove, clean, repair or replace, and re-pack wheel bearings and spindles.
3. Inspect, service, and repair transmission, which includes, but not limited to, adjustment, fluid change and filters as required.
4. Inspect, service, and repair front end alignment.
5. Inspect, service, repair and tune engine to include replacement of spark plugs, ignition wires, distributor cap, rotor, and any other items necessary for a complete tune-up (if so equipped).
6. Drain, flush, and replace differential gear lubricant. (Limited slip differentials must have special lubricant added.)
7. Inspect, service, repair, and perform diagnostic engine analysis. (Printout must be attached to work order.)
8. Drain, flush, and replace engine coolant (ethylene glycol).
9. Remove all wheels, inspect all brakes (replace linings/pads, rotors/drums at manufacturers recommended specifications), measure drums and/or rotors (measurements must be noted on work order), replace all seals, etc. NOTE: Every brake job shall include a new brake hardware kit, which includes springs, hold-downs, rollers, etc.
10. Inspect, service, and repair interior, seats, knobs, doors, carpet, switches, headliners, etc.

PREVENTIVE MAINTENANCE- SPECIAL REQUIREMENTS:

- A. Sheriff Patrol Vehicles, Fire & Emergency Medical Service Units: Schedule A to be performed at 5,000 miles or every 3 months and Schedule B to be performed at 30,000 miles or every 12 months and a minimum of 5/32 inch of tire tread depth shall be maintained. If brakes are more than half worn, reline.

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B. Heavy Equipment/Off Road (Includes all construction equipment, road graders, backhoes, front end loaders, excavators, draglines, mulchers, compressors, rollers, etc.) Perform the following items 1-3 every 200 operating hours or three months, whichever comes first.

1. Perform Preventive Maintenance Schedule "A" (Applicable items only)
2. Inspect, service, repair power train, and hydraulic and electrical systems.
3. Inspect, service, and repair air cleaners as required.
4. Perform Preventive Maintenance Schedule "B" (Applicable items only).
5. Inspect, service, and repair air/oil/water separator filter system.
6. Inspect service, and repair cables on the dragline.
7. Inspect, service, and repair power train, hydraulic and electrical system.

Perform the following items 8-11 every 800 hours or 12 months, whichever comes first.

8. Perform Preventive Maintenance Schedule "C". (Applicable items only)
9. Inspect, service, and repair air/oil/water separator filter system.
10. Inspect, service, and repair cables on the draglines.
11. Inspect, service, and repair power train, hydraulic and electrical system.

C. ATV/Scooters: ATV/scooters shall have a minor service every three months and a major service six months. These services shall follow the guidelines recommended by manufacturer.

D. Tractors/Mowers: Tractors utilized for mowing and other related services shall be serviced every 100 hours of operation or three months, whichever comes first. Because these units work in highly dirty conditions constantly, they shall receive a PM-B at every scheduled service and a PM-C every 12 months.

E. Light Duty Trailers (up to one ton): Provide a semiannual safety inspection, complete lubrication, re-pack wheel bearings and repair as required.

F. Heavy Duty Trailers (over one ton): Provide quarterly (every three months) safety inspections and complete repair and lubrication (including operation of "live" floor) in accordance with the Federal Motor Carrier Regulations.

G. All Preventive Maintenance Schedules: Inspect, service, repair, road test and correct deficiencies.

H. Annual Requirements: Provide inspection and testing of equipment and vehicles in accordance with any state or federal law. Such inspections and tests shall be performed by properly authorized and licensed mechanics.

2.6.30 Emergency Response/Disaster Recovery: Within six months, EOM will develop and implement emergency action plans for all possible emergencies, including procedure for heightened security alerts and disaster recovery efforts as it pertains to the departments included in the scope of this contract. Any billing regarding Emergency response shall be coordinated with the Owner to insure proper paperwork is kept in order to qualify for State and Federal disaster relief reimbursement and or funding.

2.6.31 Emergency Conditions: EOM will mobilize the shop and provide repair and maintenance services for the duration of emergency situations, such as flood, hurricane, and other emergencies as declared and required by the County Administrator and/or the Finance Director on a 24-hour basis.

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- 2.6.32 **Fleet Management Information System:** EOM shall provide a Fleet Management Information System and will pay all costs for the system including warranties, maintenance agreements, licensing agreements, etc. Upon termination of this contract, EOM shall provide both hard and digital copies of the information stored on Service Provider's Fleet Management Information System. EOM shall not download, corrupt or delete any data associated with the contracted services. EOM will require running backups daily.
- 2.6.33 **Files:** The Owner shall provide its existing files and EOM shall maintain a complete file of service manuals, maintenance agreements, service bulletins, lubrication charts, and other such information needed to properly service and repair the Owner's fleet. A hard copy history folder shall be maintained, by EOM for each Owner vehicle or piece of equipment. This folder shall contain, in chronological order, all work orders generated specific to the vehicle or piece of equipment, correspondence of any description pertaining to the servicing of the vehicle (such as manufacturer recall orders or service bulletins), and Owner or EOM memoranda pertaining to service. In addition, the folder shall contain pertinent vehicle information such as make, model, year, VIN, etc.
- 2.6.34 **Warranty Records:** EOM will be responsible for maintaining all manufacturer warranties and guarantees on all existing equipment and vehicles owned by the Owner and all new vehicles and equipment acquired by the Owner during the term of the Contract.
- 2.6.35 **Monthly Report:** EOM will provide a consolidated monthly management report to be delivered to the County Administrator and/or the Finance Director and Department Heads on or before the 7th working day of each month, containing complete information for the previous month. The report both in PDF and Excel shall consist of a listing of all work orders completed by department. The listing will include the equipment, short description of work, hours needed, labor costs, overhead, admin/mgmt. fee, inventory, purchase orders, and any subcontractor costs to provide a total of each work orders cost.
- 2.6.36 **Financial/Accounting Records:** EOM will be fully responsible for accounting for all expenditures from budget line items assigned to them and initiated by them on a daily basis, weekly and monthly basis, and will provide all support documentation and audit records associated therewith. EOM will supply the reports listed below and/or build additional reports as requested by the owner.
- 1 A list of all vehicles repaired or maintained with cost breakdown and total, sorted by County Department and County Vehicle Number (this list shall be delivered by mail or email to each County department).
 - 2 The monthly billing will include invoicing for 1/12 payment of the vehicle maintenance direct labor and overhead of $\$340,000/12 = \$28,000$. This amount plus material used and subcontracted services.
 - 3 In order to make payment from the departments using the service, a monthly detail billing by department will be issued at the same time as the monthly billing.

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The monthly detail billing by department will include: Direct labor hours per work order, Direct labor charge cost (based upon multiplying a fixed average labor charge by the direct labor hours for each work order), applied Overhead (\$340,000/12 less the total direct labor charge cost which shall be applied based upon the direct labor hours per work order), material used, purchases, and the subcontract work to produce a cost per work order. Appendix B

4. Number of vehicles PM's scheduled/done sorted by Department.
5. Downtime by Department/Division and in total.
6. Cumulative records of subcontracted work.
7. Total parts cost and parts inventory level (listed in number and dollar value)

2.6.37 Budget Preparation: EOM will assist in the preparation of an annual operating budget and a suggested capital acquisition schedule during the month of March of each fiscal year.

2.6.38 Facilities: All facilities and associated equipment shall remain the property of Effingham County. EOM shall use the Owner facilities only for work on vehicles or equipment owned or leased by the Owner or other entities which have been approved in writing by the County Administrator and/or the Finance Director. The Owner will pay for telephone lines and all other utilities including water, sewer, trash collection and electricity.

2.6.39 The County fleet maintenance building will be shared, but the service provider's space – office shop, warehouse and provided equipment will be the responsibility of EOM for the term of the contract and shall be returned to the Owner upon completion of the contract in the same condition in which they were provided to the Service Provider, except for normal wear. Between the date of contract execution and the commencement of services, a complete physical wall-to-wall inventory of office, shop space, warehouse space and equipment shall be completed by representatives of the Owner and EOM to determine what EOM is responsible for. The inventory shall be counted by EOM quarterly. Physical facilities shall be maintained by the Owner including repairs, interior and exterior maintenance and/or renovations. EOM is responsible for informing the Owner of degraded conditions. EOM shall maintain equipment and facilities used by EOM such as: overhead doors, personnel doors, compressors, lifts, jacks, brake lathes, tire mounting/demounting equipment, drill presses, metal cutting equipment, wheel jacks and all other equipment provided by the Owner. EOM shall be responsible for interior housekeeping, janitorial maintenance and supplies.

2.6.40 Facility improvements: EOM will not make any physical improvements or changes to the facility without written authorization from the County Administrator and/or the Finance Director.

2.6.41 Facility Inspection: EOM will complete a daily (written) safety check of the entire Owner facility.

2.6.42 Janitorial & Facility Maintenance: EOM will maintain cleanliness of all areas of the facility, including the office, restrooms, shop areas, storage areas, and parking lot. Cleaning shall be performed prior to normal operational hours.

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- 2.6.43 Hours of Operation:** EOM will provide for the operation of the facility during the following hours: Monday through Friday, 8:00 A.M. to 5:00 P.M.
- 2.6.44 Holidays:** EOM's holiday schedule will mirror the county's holiday schedule:
- New Year's Day
 - Martin Luther King Jr. Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
- 2.6.45 Risk Management:** EOM will develop and implement a risk management system.
- 2.6.46 Preparation of Specifications:** EOM will assist the Owner in the development of bid specifications for Owner's vehicles, equipment, parts and other services associated with the daily operation of the facility and will comply with all Purchasing Policies and Procedures. Preparation of all specifications will be included as part of contract services.
- 2.6.47 Assistance with Auctions:** EOM will assist the Owner and/or Owner Contractor, twice a year, in the disposal of surplus vehicles, tools, and equipment or other such items approved by the Commissioners to dispose of through public auction or sealed bid. All labor and costs associated with the preparation of all surplus vehicles, tools, and equipment or assistance will be included as contract services. Auction preparation services will include, but is not limited to: removal of tags, decals, and special equipment and minor repairs to insure vehicles and equipment are in running condition for the auction. All vehicles, except for those sold for salvage, shall be washed and the interiors shall be cleaned. Paperwork associated with the decommissioning and disposal of each unit shall include: Removal of tags and registration; Decommissioning work order; Written notice to Purchasing regarding disposal of the vehicle, and Removal of fuel access device (i.e. card/Key).
- 2.6.48 Directed Work:** The County Administrator and/or the Finance Director may direct EOM to perform additional tasks under this Contract. EOM will perform such assignments in accordance with an agreed to schedule and level of effort. Cost of such assignments shall not be included in the contract lump cost sum and shall be invoiced to the Owner on an agreed upon time and material basis. The time charged for such work shall not exceed that published in Motors Flat Rate Table, latest edition, when applicable.

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2.7 SCOPE CHANGES

- 2.7.1 A Change in the Scope of Services shall occur when and as EOM's costs of providing services under this Agreement change as a result of:
- 2.7.1.1 Any change in Owner's expectations in services that are outside the Scope of Work contained within this Agreement.
- 2.7.1.2 Owner's request of EOM, and EOM's consent to provide additional services. Owner and EOM shall negotiate an increase in EOM's Base Fee for these Changes in Scope.
- 2.7.1.3 At any time, Owner may request EOM to provide support services for Owner's capital projects and "out of scope" repairs. In this case, EOM shall propose a Scope of Services, schedule, and proposed price. EOM shall not proceed with any such capital project, repairs, and/or general maintenance services without express written authorization of the Owner.
- 2.7.1.4 Any change in Project operations, personnel qualifications, required certifications, staffing or other cost which is a result of a *Force Majeure* event or Unforeseen Emergency Circumstances. Such Changes in Scope will be agreed upon by EOM and Owner and will be invoiced to Owner in an amount equal to EOM's cost plus fifteen percent (15%). All other scope changes deemed non-emergent will be invoiced to Owner in an amount equal to EOM's cost plus eight percent (8%) and shall be due and payable by Owner commencing the month following the month in which the Change in Scope occurs.

3 OWNER'S RESPONSIBILITIES

- 3.1 Owner shall provide EOM with all access to Owner's facilities relating to the project and Scope of Services contained within this agreement.
- 3.2 Owner shall maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations, and licenses that have been granted to the Owner, to the extent thereof is not a responsibility of EOM hereunder.
- 3.3 The Owner agrees to not offer employment or other compensation to EOM personnel who directly worked for EOM prior to the this contract for a period of two (2) years after the end date of this Agreement or said employee's reassignment from this project. Should this contract terminate the Owner may offer employment to anyone not considered salaried management or anyone not employed by EOM prior to this contract that has been assigned to the Project.
- 3.4 Owner will provide to EOM all data in Owner's possession relating to the Project. EOM will reasonably rely upon the accuracy and completeness of the information provided by the Owner, but through the course of the project develops its own information to insure accuracy and completeness of information it is relying upon.
- 3.5 Owner shall continue to pay all operating costs and capital expenditures associated with the project. Any loss, damage or injury resulting from the Owner's failure to provide capital improvements and/or funds when reasonably requested by EOM shall be the sole

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responsibility of Owner. A list of capital improvements and or funds requested shall be placed in monthly status report provided by EOM

4 COMPENSATION AND PAYMENT

4.1 COMPENSATION

4.1.1 Owner shall pay to EOM as compensation for services performed under this Agreement a Base Fee of \$1,684,000 for the first year of this Agreement. Subsequent years' Base Fee shall be determined as hereinafter specified. Upon each contract year renegotiation, EOM shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written agreement between the parties as to the new contract year base fee, EOM shall issue and invoice retroactively adjusting the previous Base Fee amount. Base fee does not include any parts, supplies, testing fees, subcontractor costs, etc. incurred by any department. Invoice will be submitted to the owner timely. Invoices from EOM to the Owner for purchases should be submitted within 30 days. The base fee will include a minimum 17 employees at an average of 40 hours per week to be used by all of the service departments. EOM shall include a listing of staffing and positions it is staging for each department included in the scope of this Agreement in the monthly report.

Public Works	Dept 25	\$923,500
Water & Sewer	Dept 105	\$308,100
Waste Water Treatment	Dept 61	\$165,900
Vehicle Maintenance		\$286,500
On-call Inspection Services		\$65.00 per hour

4.1.2 Changes in the Base Fee shall be negotiated annually, four (4) months prior to the expiration of the current term. Base Fee adjustments shall be negotiated using Labor and Benefits, and Other Direct Costs as the basis of adjustment for Base Fee. Owner and EOM agree that good-faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in Base Fee. In the event that Owner and EOM fail to agree, the Base Fee may be determined by the application of the Base Fee adjustment formula shown below.

BASE FEE ADJUSTMENT FORMULA ABF = BF x AF

Where:

ABF = BF x AF

Where:

ABF = Adjusted Base Fee

BF = Base Fee specified in Section 4.1.1

AF = Adjustment Factor as determined by the formula:

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$$AB \quad [((ECI).50) + ((CPI).50)] + 1.02$$

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter of the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted, as published by U.S. Department of Labor, Bureau of Labor Statistics, in the Detailed Report Series ID: CIU101000000000(a)

- 4.1.3 The total amount for Public Works Operational and Emulsion Costs shall not exceed the Public Works Operational and Emulsion Costs limit of \$70,000 during the first year of this Agreement. EOM will provide an accounting of the amount spent and amount remaining for each department included in the scope of this Agreement in the monthly report. EOM will notify the Owner if they believe the Public Works Operational and Emulsion Costs will exceed the Annual Public Works Operational and Emulsion Costs limit. EOM shall provide Owner with a detailed monthly invoice of Public Works Operational and Emulsion Costs and on a monthly basis Owner shall pay EOM for all Public Works Operational and Emulsion Costs
- 4.1.4 The Public Works Operational and Emulsion Costs limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Public Works Operational and Emulsion Costs limit will be determined by the prior year's actual direct Public Works Operational and Emulsion Costs plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2.
- 4.1.5 The total amount EOM shall be required to pay directly for Chemicals Costs shall not exceed the annual budgeted Chemicals limit of \$ 90,000.00 per year during the first year of this Agreement. EOM will provide an accounting of the amount spent and amount remaining for Chemicals in the monthly report. EOM will notify the Owner if they believe the Chemicals Costs will exceed the Annual Chemicals limit. EOM shall provide Owner with a detailed monthly invoice of Chemicals Costs and on a monthly basis Owner shall pay EOM for all Chemicals.
- 4.1.6 The Chemicals limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Chemicals limit will be determined by the prior year's actual direct Chemicals Cost plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2.
- 4.1.7 The total amount for Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs shall not exceed the annual Management and labor compensation fee of \$286,500. The Parts & subcontracted repair cost is budgeted at ~~\$161,022~~ \$250,000 during this Agreement. EOM will provide an accounting of the amount spent and amount remaining for Parts Inventory in the monthly report. EOM will notify the Owner if they believe the Parts Inventory will exceed the Annual Parts Inventory limit. EOM shall provide Owner with a detailed monthly invoice of Parts Inventory Costs and on a monthly basis Owner shall pay EOM for all Parts Inventory.

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- 4.1.8 The Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs budget limit will be determined by the prior year's actual direct Parts Inventory Cost plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2
- 4.1.9 Requests by Owner that are incidental to the Scope of Services shall be invoiced to Owner based upon a written quote and agreement between Owner and EOM at a negotiated cost of incidental services prior to the work being done.
- 4.1.10 In the event that a Change in Scope of services provided by EOM occurs, the Owner and EOM will negotiate a commensurate adjustment in Base Fee.
- 4.1.11 The services provided under this Agreement are based on reasonably expected overtime for normal services required after hours. Normal hours are considered 8:00 am to 5:00 pm 5 days per week. Any additional expenses including straight or overtime wages caused by *Force Majeure* event(s) or Unforeseen Circumstances will be billed to Owner for reimbursement.

4.2 PAYMENT OF COMPENSATION

- 4.2.1 EOM will bill the Owner for its base fee, and any expenditure paid for by EOM directly along with any out of scope item by the 10th of each month.
- 4.2.2 EOM's invoices are payable within fifteen (15) days of receipt by the Owner, unless the billing is for purchases or work over 30 days old, in which case the invoices will be payable within thirty (30) days.
- 4.2.3 Owner shall pay interest at an annual rate equal to five percent (5), said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days on billing provided timely by EOM, or thirty (30) calendar days if the billing is for purchases or work over thirty (30) days old, such interest being calculated from the due date of payment. EOM must keep its vendors paid timely. If vendors with whom EOM conducts business with on behalf of the Owner are not paid the Owner may deduct the amounts from EOM bills to insure that any parts, supplies, testing fees or sub-contractor bills are paid.
- 4.2.4 Advance payments prior to any work shall not be granted unless specified in writing.
- 4.2.5 Progress payments or draw shall not be granted unless specified in writing.
- 4.2.6 Notwithstanding any other payment provisions of this contract, failure of EOM to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of EOM. The County will immediately notify EOM of its intention to withhold payment of any invoice or voucher submitted.

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5 TERM

- 5.1 Subject to Owner's annual fiscal year budget appropriation approval process, the initial term of this Agreement shall be for twelve (12) months commencing July 1 2017 and shall terminate absolutely and without further obligation on the part of Effingham County on June 30, 2018. Thereafter, subject to Owner's annual fiscal year budget approval process, the Owner may renew the Agreement for an additional two (2) years. Any subsequent Agreement shall be subject to approval of both parties.
- 5.2 This agreement may terminate with the negotiation, between Owner and EOM, on operational changes in Scope of Services. At this time another Contract Agreement of Services will be negotiated and entered into with Owner and EOM based on Good Faith negotiations.

6 TERMINATION**6.1 Termination for Cause**

- 6.1.1 Either party may terminate this Agreement for material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of EOM's invoices, neither party shall terminate this Agreement without giving the other party thirty (60) day's written notice of intent to terminate.

6.2 Termination for Convenience

- 6.2.1 Owner may terminate for convenience, without cause, upon sixty (60) days written notice to EOM. In such case, EOM shall be paid for work performed prior to the effective date of termination. EOM shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

7 INSURANCE

- 7.1 EOM shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

General Information that shall appear on a Certificate of Insurance:

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

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- 7.2 **INSURANCE PROVISIONS:** EOM shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contract amount. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is to be included as an additional insured on insurance contracts.**
- 7.3 **LIMITS OF INSURANCE:**
Effective coverage shall have the following limits:
- a. **Commercial General Liability:** Coverage will be provided with limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.
 - b. **Worker's Compensation and Employer's Liability:** Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the project is performed.
 - c. **Comprehensive Automobile and Vehicle Liability Insurance:** Coverage of One Million Dollars (\$1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or – leased motor vehicles, including onsite and offsite operations.
- 7.4 **SPECIAL REQUIREMENTS:**
- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
 - b. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
 - c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
 - d. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
 - e. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
 - f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
 - g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
 - h. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim

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administration and defense expenses

7.5 INDEMNIFICATION:

EOM agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the EOM or its subcontractors. EOM'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. EOM 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 EOM or his subcontractors or anyone directly or indirectly employed by any of them. EOM'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 EOM.

7.6 Owner and EOM will provide for a waiver of subrogation against the other as to all insurances required to be carried hereunder, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.

8 LABOR DISPUTES

8.1 In the event activities by Owner's employee groups or unions causes disruption in EOM's ability to perform services, provided under this Agreement, Owner, with EOM's assistance, or EOM, at its own option, may seek appropriate injunctive court orders during any such disruption. EOM shall offer services on a best efforts basis until any such disruptions cease, but EOM cannot assure compliance with all contract conditions during such disruptions.

9 FORCE MAJEURE

9.1 Neither party shall be liable for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon or as a result of any unforeseen occurrence, including but not limited to, (i) fire, flood, strike, acts of God, acts of public enemy, war blockage, sabotage, insurrection, riot or civil disturbance or a pandemic event (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial federal or other government body; (iii) labor disputes, strikes, work showdowns or work stoppages, but excluding labor disputes, strikes, work showdowns or stoppages by employees or EOM; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project. The party invoking *Force Majeure* clause

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shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of *Force Majeure*.

10 ACCESS TO FACILITIES AND PROPERTY

10.1 Owner will make its facilities accessible to EOM as required for EOM's performance of its services, and will secure access to any other Owner property as necessary for performance of EOM's services.

11 CHANGES

11.1 Owner and EOM may mutually make changes regarding the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to this Agreement, all of which must be executed by both parties.

12 NO THIRD-PARTY BENEFICIARIES

12.1 This Agreement gives no rights or benefits to anyone other than Owner and EOM and has no third-party beneficiaries.

13 JURISDICTION

13.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

14 SEVERABILITY

14.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15 ENTIRE AGREEMENT

15.1 Should any provisions of this contract or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, the parties hereto agree that either of them may cancel this contract in its entirety, regardless of the remaining term or terms, and incur no penalty or liquidated damages whatsoever, or, in the alternative, may mutually agree to a modification of this contract as to make the same fully comply with all applicable laws.

15.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

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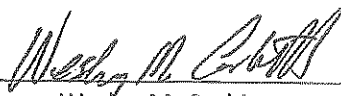
Both parties indicate their approval of this Agreement by their signatures below.

EOM OPERATIONS, A DIVISION OF EOM
PUBLIC WORKS LLC

THE BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY

Authorized Signature

Authorized Signature



Name: Melissa Hurd

Name: Wesley M. Corbitt

Title: CFO/ Member

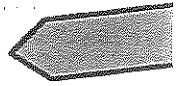
Title: Chairman

Date:

Date:

6/20/17

06/20/2017



EOM Operations Contract 2017 - 2018

ATTACHMENT A

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 full.

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

(Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract 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.

[Handwritten Signature]
CONTRACTOR

6.20.17
DATE

[Handwritten Signature]
NOTARY

6/20/17
DATE



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ATTACHMENT B

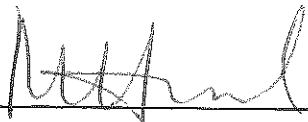
BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by execution of this contract, that neither EOM nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency, State of Georgia, Board of Education or local municipality. EOM agrees that by executing this contract they will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where EOM or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification – the above information is true and complete to the best of my knowledge and belief.

Melissa Hurd

(Printed or Typed Name of Signatory)



(Signature)

6.20.17

(Date)

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

EOM Operations Contract 2017 - 2018

ATTACHMENT C
STATE OF GEORGIA - EFFINGHAM COUNTY

CONTRACTOR AFFIDAVIT

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.

759319
EEV/ Basic Pilot Program* User Identification Number

2/28/14
Date Authorized to use E-Verify

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

6.20.17
Date

president
Title of Authorized Officer or Agent of Contractor

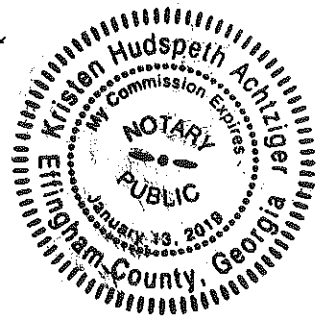
Melissa L Hurd
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

20th DAY OF June 20 17

[Signature]
Notary Public

My Commission Expires: 20 19



EOM Operations Contract 2017 - 2018

* 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).

ATTACHMENT D**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)**

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

EOM Operations Contract 2017 - 2018

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I, as Melissa Hurd, president
Name of individual Title & Authority

EOM Operations, a Division
of of EOM Public Works LLC, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

[Signature]
Signature

State of: Georgia

County of: Bayan

Subscribed and sworn to before me on this 20th day of June 2016⁷

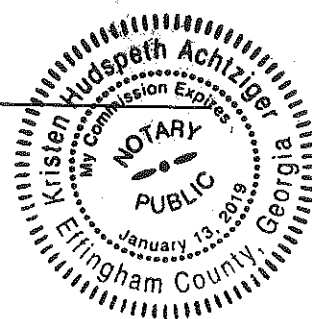
by Melissa Hurd representing him/herself to be
President of the company named.

[Signature]
Notary Public

My Commission expires:

January 13th 2019

Resident State: Georgia



EOM Operations Contract 2017 - 2018

ATTACHMENT E

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by this presence, that I (We) EOM Operations, a division of EOM Public Works LLC
Name Melissa Hurd, (herein after "Company"), Title president

In consideration of the privilege to conduct work per this contract, 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 this contract;

B. That it is and shall be the policy of EOM to provide equal opportunity to all business persons seeking to contract or otherwise interested with 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 this contract;

E. That the failure of EOM 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.

[Handwritten Signature]

SIGNATURE

6.20.17

DATE:

**AMENDMENT No. 1 TO
AGREEMENT
For
PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES**

This Amendment No. 1 (hereinafter referred to as "Amendment") is made by and between the **Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into the Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for the Agreement to renew for five (5) additional years commencing upon completion of the current term, June 30th, 2018. Notwithstanding anything to the contrary contained herein, the Agreement and any amendments 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. The Agreement and any amendments shall terminate immediately and absolutely if funds are not budgeted and appropriated in any fiscal year to pay the obligations created by the Agreement and any amendments.

The County shall have the right to terminate the Agreement and any amendments without cause and in its sole discretion upon ninety (90) days written notice to EOM. In the event of any termination of any services as set forth in the Agreement and any amendments, the County shall pay EOM only for those services performed before the effective date of the termination. The County shall have no liability for any further charges in respect of services performed after the termination date.

To the maximum extent permitted under applicable law and, in that regard, County and EOM expressly acknowledge and agree that the Agreement and any amendments shall be subject to the terms and conditions of O.C.G.A. §36-60-13 and they intend and agree that the provisions of the Agreement and any amendments shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

2. This Amendment allows for an increase in the Base Fee to \$2,124,000 with the following department breakdowns.

a. Public Works	\$985,800.00
b. Water & Sewer	\$296,000.00
c. Waste Water Treatment	\$257,200.00
d. Vehicle Maintenance	\$390,000.00
e. Ash Road Resurfacing	\$195,000.00

3. This Amendment allows for a change in department operating limits and structure to reflect the 2018-2019 approved budget. The total annual limits for operating costs pertaining to the scope of work outlined in the Contract shall not exceed \$190,000 for Public Works, \$333,500.00 for Water and Sewer, \$208,000.00 for Wastewater Treatment Plant and 307,300 for Vehicle Maintenance. Any non-emergency purchases over \$2500.00 must have prior approval by Owner. Repair expenses for any vehicle shall not exceed \$5,000 in any one fiscal year without Owner approval.

4. This Amendment allows for the continued use of inmate work detail.

5. This Amendment deletes Section 2.1.2 of the Agreement that reads "EOM shall provide oversight of Owner's computerized maintenance, process control, and laboratory management systems."

6. This Amendment changes the reporting date listed in Section 2.6.35 to the 10th day of each month and adjusts the reporting breakdown to align with the 2017-2018 budget. The breakdown will include hours, inventory used, purchased parts, subcontractor costs and 1/12 of the base fee for this department.

7. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

8. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS, A Division of
EOM Public Works, LLC

Board of Commissioners of Effingham County

Authorized Signature 

Authorized Signature 

Name Melissa Hurco

Name Wesley M. Corbett

Title President

Title Chairman @ Large

Date 3/12/19

Date 3/12/19 06/07/2018

**AMENDMENT No. 2 to the
AGREEMENT**

For

PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES

This Amendment No. 2 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into the Agreement for Public Works Operations Management Services dated June 20th, 2017 for Operational and Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on September 1, 2019 and terminates on June 30, 2020 subject to the renewal provision in Paragraph 1 of Amendment No. 1 to Agreement for Public Works Operations Management Services.

2. This Amendment increases the Base Fee in the Agreement for the Public Works Operations Management Services. The increase will not take effect until the September, 2019 monthly payment.

The monthly payment schedule is as follows:

- July 2019: \$177,000.00
- August 2019: \$177,000.00
- September 2019 – June 2020: \$181,500.00

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS, A Division of
EOM Public Works, LLC

Board of Commissioners of Effingham County

Authorized Signature _____

Authorized Signature Wesley M. Corbitt

Name _____

Name Wesley M. Corbitt

Title _____

Title Chairman

Date _____

Date 08/20/2019

AMENDMENT No. 3
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 3 (hereinafter referred to as "Amendment") is made by and between The Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on August 1, 2020 and terminates on June 30, 2021 subject to the renewal provision in Paragraph 1 of Amendment 1 to Agreement for Public Works Operations Management Services.
2. This Amendment allows for an increase in the annual Base Fee to \$2,248,800 for one additional full time employee in the water and sewer department as approved in the 2020-2021 Budget. The increase will not take effect until the August, 2020 monthly payment.

The monthly payment schedule is as follows:

July 2020: \$181,500.00
August 2020-Jun 2021: \$187,400.00

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

Board of Commissioners Effingham County

Authorized Signature Wesley M. Corbitt

Name Wesley M. Corbitt

Title Chairman

Date 09/15/2020

EOM OPERATIONS

Authorized Signature Melissa Hurd

Name Melissa Hurd

Title president

Date 9.23.2020

**AMENDMENT No. 4
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

This Amendment No. 4 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022 subject to the renewal provision in Paragraph 1 of Amendment 1 to Agreement for Public Works Operations Management Services.
2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.
3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

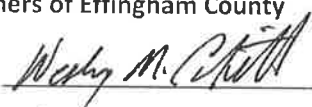
Authorized Signature 

Name Melissa Hurd

Title president

Date 10.19.21

Board of Commissioners of Effingham County

Authorized Signature 

Name Wesley M. Corbitt

Title Chairman

Date 10/19/2021

ewl

AMENDMENT No. 5
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

— 5
This Amendment No. ~~4~~ (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for an increase in the Base Fee to \$2,351,632.
2. EOM shall provide a crane truck, as needed, for sewer pump station maintenance and repairs. This includes up to a total of 130 hours of truck usage for pump pulling activities.
3. This Amendment allows for a change in department operating limits and structure to reflect the 2022-2023 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.
4. This Amendment allows for
5. This Amendment allows for the Contract to renew for five (5) additional years commencing upon completion of the current term, June 30th, 2022. Notwithstanding anything to the contrary contained herein, the Agreement and any amendments 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. The Agreement and any amendments shall terminate immediately and absolutely if funds are not budgeted and appropriated in any fiscal year to pay the obligations created by the Agreement and any amendments.

The County shall have the right to terminate the Agreement and any amendments without cause and in its sole discretion upon ninety (90) days written notice to EOM. In the event of any termination of any services as set forth in the Agreement and any amendments, the County shall pay EOM only for those


services performed before the effective date of the termination. The County shall have no liability for any further charges in respect of services performed after the termination date. To the maximum extent permitted under applicable law and, in regard, County and EOM expressly acknowledge and agree that the Agreement and any amendments shall be subject to the terms and conditions of O.C.G.A §36-60-13 and they intend and agree that provisions of the Agreement and any amendments shall be interrupted and construed so as to be lawful and permissible under all circumstances under such statute.

6. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.

7. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature 
Name Melissa Hord
Title president
Date 6/21/22

Board of Commissioners of Effingham County

Authorized Signature 
Name Wesley M. Corbitt
Title Chairman
Date 06/21/2022

**AMENDMENT No. 6
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

This Amendment No. 6 (hereinafter referred to as “Amendment”) is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as “County”) and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as “EOM”).

WHEREAS, the County and EOM entered into an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County’s department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the “Agreement”); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; Amendment 5 dated June 21st, 2022 and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for an increase in the Base Fee to \$2,797,025 which includes the addition of 3 new positions.
2. This Amendment modifies section 2.3.5 of the Agreement for Public Works Operations Management Services to reflect the current lift station listed below.

EF-PS-01	MARLOW ELEMENTARY	EF-PS-16	PARK WEST PHASE 3
EF-PS-02	SOUTH BEND	EF-PS-17	RED OAK
	SOUTH EFFINGHAM	EF-PS-18	SUMMER STATION
EF-PS-03	ELEMENTARY	EF-PS-19	CEDAR RIDGE
EF-PS-04	HODGEVILLE ROAD	EF-PS-20	LAUREL MILL
EF-PS-05	PARK WEST	EF-PS-21	BLANDFORD CROSSING
EF-PS-06	EXLEY TRACT	EF-PS-22	SADDLECLUB @ BELMONT GLEN
EF-PS-07	GREYSTONE	EF-PS-23	PATRIOTS POINT
EF-PS-08	BLANDFORD ELEMENTARY	EF-PS-24	ANTIGUA- CARRIBEAN VILLAGE
EF-PS-09	GOSHEN ROAD_LEARNING TREE	EF-PS-25	PARK WEST PHASE 4
EF-PS-10	WINDFIELD	EF-PS-26	WOODLANDS
EF-PS-11	S.E.P_BUCKINGHAM	EF-PS-27	COVERED BRIDGE
	OLD AUGUSTA RD- JASPER	EF-PS-28	TRADE CENTER- GITC
EF-PS-12	VILLAGE	EF-PS-29	BLUE JAY COMMONS
EF-PS-13	TIMBERLAKE	EF-PS-30	PARK WEST PHASE 5
EF-PS-14	STAFFORDSHIRE	EF-PS-31	CREEKSIDE
EF-PS-15	SETTLERS POINT	EF-PS-32	NEW HAVEN

3. This Amendment allows for a change in department operating limits and structure to reflect the 2023-2024 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.
4. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.
5. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Board of Commissioners of Effingham County

Authorized Signature _____

Authorized Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Staff Report

Subject: Consideration to Approve Task Order 8 with EOM Operations under the Master Services Agreement

Author: Alison Bruton, Purchasing Agent

Department:

Meeting Date: July 18, 2023

Item Description: Task Order 8 with EOM Operations under the Master Services Agreement

Summary Recommendation: Staff recommends approval of Task Order 8 with EOM Operations for services under the Master Services Agreement

Executive Summary/Background:

- The services included in this Task Order are as follows:
 1. Site Plan Review
 2. Capital Improvement Program Assistance
 3. Municipal Separate Storm Sewer System Compliance (MS4)
 4. Long Term Monitoring for Watershed Protection Plan (WPP)
- The total fee for sections 1 and 2 is \$252,288.00
- The total fee for section 3 is \$21,300.00
- The total fee for section 4 is \$27,500.00

Alternatives for Commission to Consider

1. Approve Task Order 8 with EOM Operations under the Master Services Agreement for FY24
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Finance

Funding Source: Operations

Attachments: Task Order 8



Task Order 8

Civil Engineering Services

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide civil engineering design review services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services (hereinafter referred to as "Agreement") executed by and between The Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM") on 15th day of September, 2020 and all subsequent amendments to the Agreement.

1. Site Plan Review

- 1.1 Plan review of residential subdivisions and commercial and industrial sites. This includes the review of clearing and grading plans, storm drainage systems, hydrology reports, geotechnical reports, roadway systems, sanitary sewer systems, potable water systems, and reuse water systems for compliance with Effingham County's, State and Federal Design Standards and Specifications. Plan review includes: sketch plan (excluding zoning issues), clearing and grading plans and civil site development plans review for the infrastructure listed above. Review shall be based on electronic plan submissions provided by Owner staff. Services exclude meetings and/or calls with consultants to review County development standards and ordinances.
- 1.2 The following are excluded from site plan review services.
 - 1.2.1 Residential development plan reviews greater than 20 acres and/or more than 6 lots per acre.
 - 1.2.2 Commercial development plan reviews that are greater than 50 acres, more than one building, campuses, master site plans.
 - 1.2.3 Water and Sewer Extension forms and submittals.
 - 1.2.4 Review and evaluation of Traffic Impact Studies and Speed Studies.
 - 1.2.5 Reviewing and updating existing County's specifications, ordinances, standards and procedures related to site development, civil engineering, and construction.
 - 1.2.6 Review of any site development located in sensitive areas which will require additional technical assistance to evaluate.
 - 1.2.7 Review of site development of any commercial or industrial facilities which handle hazardous materials, or require any specialized pre-treatment facility or component which will require specialized technical staff to review.
 - 1.2.8 Review of surface and sub-surface mines sites, landfills, and contaminated or brownfield sites.
 - 1.2.9 Review of any structural component of any site development.
 - 1.2.10 Review of any septic systems.
 - 1.2.11 More than 3 reviews for a single development due to quality, changes in the project, additional requirements stipulated by other agencies, etc. These reviews will be performed on an hourly basis.

2. Capital Improvement Program Assistance

- 2.1 Assist Owner staff with identifying, evaluating and prioritizing capital improvement projects pertaining to water, wastewater, roadway systems and drainage. This includes preliminary project assessments and scope development and preparation of opinions on preliminary project budgets. Planning, design, bid documents, permitting and management of projects are excluded from the base scope services.
- 2.2 The services listed above exclude grant applications.

3. Municipal Separate Storm Sewer System (MS4) Compliance Services

- 3.1 Planning: EOM will meet with all relevant County departments to discuss project tasks and ensure all are properly planned. During this meeting EOM will provide the activity summary which will outline all tasks that will need to be completed prior to the December 31st, 2023 deadline. The activity summary is a summary of the best management practices (BMPs) in the County's Stormwater Management Program (SWMP). EOM will meet with the appropriate departments prior to the end of the permit year to discuss the SWMP and ensure that all tasks are complete or scheduled for completion.
- 3.2 EOM will update the County's SWMP to reflect the permit changes that became effective on December 6, 2022 and expire on December 5, 2027.
- 3.3 MCM 4.2.1 BMP 1 Stormwater Presentations: EOM will prepare and present educational opportunities utilizing lesson plans, books, resources and other educational tools.
- 3.4 MCM 4.2.1 BMP 2 Education through Media Outlets: EOM will prepare and distribute 4 general awareness information topics to multiple media outlets.
- 3.5 MCM 4.2.1 BMP 3 Education through Website Scope Changes: EOM will make recommendations to IT for updates to the website to improve education content and ease of use.
- 3.6 MCM 4.2.1 BMP 4 Educational Brochures: EOM will create educational brochures for distribution at the County administrative offices. Cost of printing will be billed to the County without markup.
- 3.7 MCM 4.2.2 BMP 1 Rivers Alive Clean-Up: EOM will coordinate, advertise and oversee a stream clean up event.
- 3.8 MCM 4.2.2 BMP 2 Community Outreach Clean-Up: EOM will coordinate, advertise and oversee a litter clean up event.
- 3.9 MCM 4.2.2 BMP 3 Recycling Program: The County currently contracts waste disposal and recycling services to Atlantic Waste. EOM will provide copies of recycling schedules and items accepted in the annual report.
- 3.10 MCM 4.2.2 BMP 4 Citizen Complaint: EOM will include a summary of all citizen complaints received related to stormwater pollutants and illicit discharges in the annual report.
- 3.11 MCM 4.2.3 BMP 3 Illicit Discharge Detection and Elimination (IDDE) Inspections: In accordance with the County's approved SWMP, The County is required to complete dry weather screening on 100% of the total number of outfalls within the 5-year permit term that are located within the County limits that outfall to Waters of the State annually. Dry weather screening will be performed according to the County's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the County's NPDES Phase II 2023 Annual Report. If a dry weather discharge is present, a visual observation of the flows odor, color, turbidity, and floatables will be noted. Also, a sample will be collected and tested per the County's approved IDDE Guidance Manual for temperature, pH level, chlorine, surfactants, and specific conductivity utilizing an in-situ water quality meter. Finally, a sample will be collected and analyzed for surfactants by a laboratory. If the in-situ measurement or visual observations indicated potential sewage, a fecal coliform grab sample will be collected and analyzed by a laboratory.
- 3.12 MCM 4.2.3 BMP 3 IDDE Source Tracing: Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present. The County will be notified immediately if the in-situ parameters or laboratory results indicate that there is a potential illicit discharge prior to beginning any source tracing activities. EOM will not initiate source tracing activities without prior authorization of the County. Source tracing will involve following the MS4 system "upstream" in an attempt to identify the source of the non-stormwater discharge. Please note that the NPDES Phase II permit requires that the County to source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. In the event that the source cannot be definitively identified, the County is only required to document the activities undertaken and the findings. All the source tracing work should be performed according to the EPD approved Source Tracing Procedures included in the County's SWMP. Source tracing is considered out of scope. In the event that EOM performs a source tracing work effort, the estimated cost for EOM to conduct the work will be based on a "per source tracing exercise." If the illicit discharge source cannot be clearly identified within a

three hour time frame, the work will be documented and provided to the County for approval of further investigation.

- 3.13 MCM 4.2.3 BMP 4 Illicit Discharge Education: EOM will assure on of the topics in Section 3.3 above is related to IDDE.
- 3.14 MCM 4.2.6 BMP 2 MS4 Inspections: In accordance with the County's approved SWMP, the County shall inspect 100% of the MS4 structures in urbanized areas within the 5 year permit term. EOM will complete a visual inspection and record the data. The inspection records will be summarized in an excel spreadsheet and submitted with the Annual Report.
- 3.15 MCM 4.2.6 BMP 5 Employee Training: EOM will utilize existing training materials and conduct an employee training session for County employees involved in facility management, construction, or operations.
- 3.16 EPD Annual Report Submission: After the December 31st, 2023 deadline, EOM will contact County staff to collect information on programs implemented during the 2023 reporting period. This documentation will be used to develop the County's Annual Report for submittal to EPD by February 15th, 2024. Prior to submittal, an electronic copy of the Annual Report will be provided to the County for review and comment. Once the County finds the report acceptable, EOM will submit the Annual Report to EPD. If EPD has comments on the Annual Report, EOM will address the comments on an hourly basis.
- 3.17 At this time, the County's MS4 boundary is limited and fully developed. As such, some of the services in the permit's Minimum Control Measures have not been needed. In the event this changes, EOM can provide additional services at an hourly rate upon written authorization from the County.

4. Long Term Monitoring for Watershed Protection Plan (WPP)

- 4.1 Water Quality Monitoring: Water quality will be monitored as required according to the Watershed Protection Plan updated on June 2020. The monitoring for all parameters except metals and bacteria will be performed four (4) times per year during three (3) dry weather days (no rain event over previous 72 hours) and one (1) wet weather day (at least 0.2 inches rainfall and at least 72 hours since the last storm event). The wet weather event will be collected as a composite of three grab samples collected over the storm hydrograph. Bacteria sampling, including fecal coliform and enterococci, will be based on a geometric mean (geomean) requiring the collection of four (4) samples over a thirty-day period. Bacteria sampling will be performed during the summer months to calculate two (2) geomeans per year. Metals will be monitored once annually during the wet weather event.
- 4.2 EPD Annual Report Submission: As a part of implementing the WPP, a certification including summary of work and EPD's Excel Watershed Assessment and Protection Plan Data Submittal Form will be completed and submitted to the County. The task also includes providing quarterly updates of the sampling progress along with results. The annual certification and report will be submitted to EPD by June 30, 2023.

5. Reporting

Provide monthly progress reports for inclusion in Board of Commissioner packets.

6. Owner Meetings

Attend Planning Board and Board of Commissioner's meetings, as necessary, to participate in technical discussions or provide project updates on agenda items involving EOM services. Attend regular meetings with Owner staff to provide technical assistance and guidance. Meetings may be conducted in person or virtual and shall not exceed more than one meeting per week.

7. Compensation

7.1 Owner shall pay to EOM as compensation for services performed under this Task Order a Base Fee of Three Hundred One Thousand Eighty-Eight Dollars (\$301,088.00). Below is a breakdown of the Base Fee.

- 7.1.1 Section 1 Site Plan Review and Section 2 Capital Program Assistance \$252,288.00
- 7.1.2 Section 3 MS4 Compliance Services \$21,300.00

7.1.3 Section 4 WPP Services \$27,500.00

7.2 Services will be billed on a monthly basis.

5.2 Additional efforts, including fees and services outside the Scope of Services will be coordinated directly with the Owner prior to proceeding. Additional fees will be billed at the hourly rates shown on Appendix A.

8. Authority

6.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Task Order has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Task Order by their signatures below.

**EOM OPERATIONS,
a division of EOM PUBLIC WORKS, LLC**

Effingham County Board of Commissioners

Authorized Signature:

Authorized Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A – Additional Services

Additional outside of base scope services shall be billed at the hourly rates listed below and shall be invoiced the month following the month in which services occurred.

Director of Engineering/Vice President	\$190.00/HR
Floodplain Manager	\$180.00/HR
Program Manager	\$175.00/HR
Senior Professional Engineer	\$165.00/HR
Professional Engineer	\$155.00/HR
Engineer	\$145.00/HR
Project Manager	\$135.00/HR
Construction Engineer	\$125.00/HR
CADD Draftsmen	\$115.00/HR
Administration	\$75.00/HR

Staff Report

Subject: Approval of the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the State Court of Effingham County

Author: Alison Bruton, Purchasing Agent

Department: State Court

Meeting Date: July 18, 2023

Item Description: Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the State Court of Effingham County

Summary Recommendation: Staff recommends approval of the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the State Court of Effingham County

Executive Summary/Background:

- Effingham County State Court has submitted a termination letter for the current Probation Agreement with Effingham County and is requesting approval to accept the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG).
- Effingham County currently has an agreement in place with JAG for the Probation Case Management software. JAG has agreed that by approving this agreement, the current agreement will terminate.
- The term of this agreement shall begin August 1, 2023 and continue through July 31, 2028. Either party may terminate update thirty (30) days written notice or as otherwise detailed in the agreement.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the State Court of Effingham County
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Attorney, State Court

Funding Source: fees to be paid by probationers

Attachments: Probation Services Agreement with Judicial Alternatives of Georgia, Inc.



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 901 Bellevue Ave, Dublin Georgia hereinafter called "Contractor" and the **State Court of Effingham County**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

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

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees and give written consent to the Department of Community Supervision or the Effingham County to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall require a minimum of **1** office contact per **month** for each probationer supervised. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The contractor shall maintain an office within the county of **Effingham, Georgia** for meeting with and the provision of services to probationers.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend.

This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer

having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

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

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$45.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$55.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. In no case shall Effingham County or the Court be liable for payment of any supervision fee, any program fee or any service fee of a probationer.

I. Access to Criminal Histories

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

J. Notice of Court Sessions

The Court shall provide Contractor **two (2)** days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

K. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

L. Period of Service

This agreement shall commence performance on **August 1, 2023** and shall continue until **July 31, 2028** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

M. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

N. Indemnification

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

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

O. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item L or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

P. Time is of the Essence of this Agreement

Q. Compliance with the Law

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

R. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the **State Court of Effingham County** in any way. Contractor

shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and Effingham County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or Effingham County to their respective party.

S. Entire Agreement

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

T. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **State Court of Effingham County**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out in Item J, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc.

Attn: Kenneth Kight
901 Bellevue Ave.
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

State Court of Effingham County

Honorable Stephen R. Yekel
700 North Pine Street, Suite 238
Springfield, Georgia 31329
Phone: 912-754-2117
Fax: (912) 754.6071

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20__.

PROBATION SERVICES CONTRACTOR:

By: _____

Name: Kenneth Kight

Title: CFO, Judicial Alternatives of Georgia, Inc.

By: _____

Name: _____

Title: _____

Effingham County Board of Commissioners, Georgia

By: _____

Chief Judge: Honorable Stephen R. Yekel

Court: State Court of Effingham County, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender
<u>ADDITIONAL SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 per screen
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender

Staff Report

Subject: Approval of the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the Superior Court of Effingham County

Author: Alison Bruton, Purchasing Agent

Department: Superior Court

Meeting Date: July 18, 2023

Item Description: Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the Superior Court of Effingham County

Summary Recommendation: Staff recommends approval of the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the Superior Court of Effingham County

Executive Summary/Background:

- Effingham County Superior Court has submitted a termination letter for the current Probation Agreement with Effingham County and is requesting approval to accept the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG).
- Effingham County currently has an agreement in place with JAG for the Probation Case Management software. JAG has agreed that by approving this agreement, the current agreement will terminate.
- The term of this agreement shall begin August 1, 2023 and continue through July 31, 2028. Either party may terminate update thirty (30) days written notice or as otherwise detailed in the agreement.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of the Probation Services Agreement with Judicial Alternatives of Georgia, Inc. (JAG) for the Superior Court of Effingham County
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, County Attorney, Superior Court

Funding Source: fees to be paid by probationers

Attachments: Probation Services Agreement with Judicial Alternatives of Georgia, Inc.



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 901 Bellevue Ave, Dublin Georgia hereinafter called "Contractor" and the **Superior Court of Effingham County**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

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

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees and give written consent to the Department of Community Supervision or the Effingham County to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall require a minimum of **1** office contact per **month** for each probationer supervised. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The contractor shall maintain an office within the county of **Effingham, Georgia** for meeting with and the provision of services to probationers.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend.

This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer

having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

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

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$45.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$55.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor’s satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. In no case shall Effingham County or the Court be liable for payment of any supervision fee, any program fee or any service fee of a probationer.

I. Access to Criminal Histories

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

J. Notice of Court Sessions

The Court shall provide Contractor **two (2)** days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

K. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

L. Period of Service

This agreement shall commence performance on **August 1, 2023** and shall continue until **July 31, 2028** and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

M. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

N. Indemnification

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

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

O. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item L or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

P. Time is of the Essence of this Agreement

Q. Compliance with the Law

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

R. Independent Contractor

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

S. Entire Agreement

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

T. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Superior Court of Effingham County**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out

in Item J, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Item XI. 15.

Judicial Alternatives of Georgia, Inc.

Attn: Kenneth Kight
901 Bellevue Ave.
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

Superior Court of Effingham County

Honorable D. Jay Stewart
PO Box 2038
Richmond Hill, Georgia 31324
Phone: 912-459-1315
Fax: (912) 544-9857

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20__.

PROBATION SERVICES CONTRACTOR:

By: _____
Name: Kenneth Kight
Title: CFO, Judicial Alternatives of Georgia, Inc.

By: _____
Name: _____
Title: _____
Effingham County Board of Commissioners, Georgia

By: _____
Chief Judge: Honorable D. Jay Stewart
Court: Superior Court of Effingham County, Georgia

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender
 <u>ADDITIONAL SERVICES</u>	 <u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 per screen
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender

Staff Report

Subject: Acceptance of Termination of the Probation Services Agreement between Effingham County and Superior Court

Author: Alison Bruton, Purchasing Agent

Department: Probation

Meeting Date: July 18, 2023

Item Description: Termination of the Probation Services Agreement between Effingham County and Superior Court

Summary Recommendation: Staff recommends acceptance of the termination of the Probation Services Agreement between Effingham County and Superior Court

Executive Summary/Background:

- Superior Court has submitted a letter terminating the Probation Agreement in place with Effingham County. This will move their probation cases to be supervised by Judicial Alternative of Georgia (JAG).

Alternatives for Commission to Consider

1. Acceptance of Termination of the Probation Services Agreement between Effingham County and Superior Court
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager

Funding Source:

Attachments: Termination Letter

Probation Services Agreement

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the Superior Court of Effingham County, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated, Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The Superior Court of Effingham County, Georgia.

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

EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

- 1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the DCS rules in chapter 105.
- 2.) Reporting and Record Keeping - Contractor shall comply with DCS rules 105-2-.13, 105-2-.14, OCGA 42-8-108 and OCGA 42-8-109.2. Contractor shall create and maintain individual files for each offender receiving services from the Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the Judge of the court handling the case, the Department of Audits and Accounts, the Misdemeanor Probation Oversight Unit and, upon transfer of probation supervision to the State, to the DCS.
- 3.) Money Collection. Contractor shall comply with DCS rule 105-2-.15, Georgia Codes; OCGA 42-8-103, OCGA 17-15-13 and OCGA 17-14-8.
- 4.) Employee Qualifications and Training. Contractor shall meet or exceed staff qualifications and training requirements per annum under the same Code Section and rules and regulations promulgated by the DCS rules 105-2-.09 and 105-2-.12 for all staff members to include director, probation officers, administrative staff, interns and volunteers.

- 5.) Criminal History Check. Contractor shall have a criminal history records check conducted on all individuals in accordance with Georgia law and per DCS rule 105-2-.10.
- 6.) Location Place of Business. Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 901 North Pine Street, Springfield, Ga. 31329.

B. Reports to Court/ Record Keeping

Contractor shall provide the court and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require. Contractor will remain in compliance with DCS rules 105-2-.13, 105-2-.14, O.C.G.A. 42-8-108 and O.C.G.A 42-8-109.2.

C. Collection /Tender of Court-ordered Monies

- 1.) Collection of court-ordered fines, fees and restitution. Contractor will collect monies in compliance with DCS rule 105-2-.15

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim once collected from the probationer monthly. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall apply not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Contractor shall not retain or profit from any fines, restitution, fees or costs collected from probationers except the probation fee authorized by this Agreement.

D. Access to Contractor Records

- 1.) Upon 10 (ten) business days written notice, Contractor shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

E. Scope of Services to Probationers by Contractors

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

- 1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Courts

ordered conditions of probation (intake). At intake, the probation officer shall provide a list of all service fees to the probationer.

- 2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Courts order of probation. Contractor shall make a supervision assessment of the offender and determine the probationers reporting schedule to include frequency.
- 3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide a copy of court sheet showing itemized accounting of all monies assessed for probationer upon request of the Court or probationer.
- 4.) Community Service. Contractor shall coordinate, monitor and ensure compliance with community service by each probationer as ordered by the Court. Contractor will maintain records of service participation. The Contractor will provide a community service program that will provide indigent probationers with the opportunity to perform service community service in lieu of payment of their fines and fees at rates established by the Court, which shall be no less than the federal minimum wage. This program may also be offered to probationers who are not indigent, but are financially non-compliant per OCGA 17-10-1 and OCGA 42-8-102.
- 5.) Employment Assistance. Contractor shall lend reasonable assistance to probationers either to the extent ordered by the Court or the extent available for probationers desiring employment assistance or counseling.
- 6.) Drug/Alcohol Screening. Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court. Contractor shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court or Contractor's agent supervising the probationer. The probationer shall be responsible for the costs of all drug confirmation testing that result in a positive confirmation.
- 7.) Reports of Violations of Probation. Contractor shall comply with OCGA 42-8-103
- 8.) Probationers with Consecutive Sentences. Contractors shall remain in compliance with OCGA 42-8-103.2 and further re-evaluate consecutive cases every 4 months after the initial 12 months.
- 9.) Indigent Probationers-shall be determined by the Court and will be supervised per OCGA 42-8-102.
- 10.) Fees Charged to the Probationer. Contractor shall charge a monthly supervision fee totaling \$50 (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). When pay-only probation is imposed the probation supervision fees shall be capped so as not to exceed three months of ordinary

probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to complete the Moral Reconciliation Therapy Program (MRT Program) will be charged a \$25.00 workbook fee and \$25.00 for each additional workbook. Probationers requesting drug screens sent for confirmation will be charged \$27.00 for every drug tested for in which the result confirms a positive confirmation.

- 11.) Staffing Levels and Standards of Supervision. Contractor shall have contact with active Probationers once per month via an office visit, phone contact or as directed by the Court. Contractor shall further have a probation officer to probationer ratio of no more than (1:225).

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of the Effingham County Probation Office (Contractor), the Court shall provide the following services.

F. Payment for Contractor's Services

For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of \$50.00 per month (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

G. Access to Criminal Histories

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

H. Notice of Court Sessions

The Court shall provide Contractor 10 (ten) days notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by fax, email or telephone to:

**Effingham County Probation Office
912-754-4155 phone, 912-754-9136 fax**

I. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial

interviews and intake with the probationer on the day of sentencing.

TERM

J. Period of Service.

Contractor shall commence performance on the date signed. This Agreement shall renew annually on the date signed for a term of 5 years unless either party gives notice in writing of its intent to terminate not later than thirty (30) days before the expiration of the term then current. Notwithstanding any other provision herein, Effingham County may terminate this agreement with or without cause upon thirty (30) days notice to the Superior Court of Effingham County, Georgia.

K. Termination

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately for cause. Within thirty (30) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any monies collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by the Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR IDEMUNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

L. Insurance

The Contractor will maintain liability insurance and workers compensation at the coverage levels in existence as of this contract. Superior Court of Effingham County will not be responsible for workers compensation claims filed by employees of the Contractor. The Contractor will promptly notify the Superior Court of Effingham County of any notice of cancellation or non-renewal of coverage or any change in coverage levels. The Contractor will notify its insurance carrier and the Superior Court of Effingham County of any claim[s] arising from provisions of services under this agreement within (5) business days of receipt of notice of such a claim.

M. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or participants conducted on the property of the City of Springfield.

Contractor shall indemnify and hold harmless the Court and the City of Springfield from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action resulting from negligence, arising out of or in connection with the services performed by Effingham County Probation or its employees and agents under the terms of this Agreement.

DEFAULT

N. Deficiency in Service by Contractor

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

MISCELLANEOUS

O. Time is of the Essence of this Agreement.

P. Compliance with the Law.

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

Q. Entire Agreement

This Agreement, incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises or agreements made between the parties not embodied herein shall be of any force or effect. No

amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties.

R. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the Superior Court of Effingham County, Georgia, unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to conclude its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office. Provided, however, that this Agreement shall be binding upon all Associate Judges, Judges Pro-Tempore, as there may be, of the Superior Court of Effingham County, Georgia, who serve concurrently with the undersigned Judge.

S. Assignment.

The Court has entered into this Agreement in part on a basis of personal reliance in the integrity and qualifications of the staff of Contractor. Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

T. Notice.

Any notices made in accordance with this Agreement except as otherwise set out in Item I, shall be in writing and shall be mailed registered or certified mail, return receipt requested, to:

**Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329**

Contractor: Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329
912-754-4155

Court: Superior Court of Effingham County, Georgia
Attn: Chief Judge F. Gates Peed
P.O. Box 967
Statesboro, Ga 30459
Phone: 912-764-6095

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 21 DAY OF JAN, 2022.

PROBATION SERVICES CONTRACTOR	COURT
By: <u>Bonnie Saxon</u>	<u>[Signature]</u>
Name: <u>Bonnie Saxon</u>	Chief Judge, F. Gates Peed
Title: <u>Probation officer</u>	Effingham County Superior Court Southeast Ogeechee Judicial Circuit

APPROVED BY:

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Wesley M. Corbitt

Name: Wesley M. Corbitt

Title: Chairman

Attested by: [Signature]

Name: Stephanie Johnson

Title: Clerk of Board of Commissioners

Staff Report

Subject: Acceptance of Termination of the Probation Services Agreement between Effingham County and State Court

Author: Alison Bruton, Purchasing Agent

Department: Probation

Meeting Date: July 18, 2023

Item Description: Termination of the Probation Services Agreement between Effingham County and State Court

Summary Recommendation: Staff recommends acceptance of the termination of the Probation Services Agreement between Effingham County and State Court

Executive Summary/Background:

- State Court has submitted a letter terminating the Probation Agreement in place with Effingham County. This will move their probation cases to be supervised by Judicial Alternative of Georgia (JAG).

Alternatives for Commission to Consider

1. Acceptance of Termination of the Probation Services Agreement between Effingham County and State Court
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager

Funding Source:

Attachments: Termination Letter

Probation Services Agreement

This Agreement is made by and between EFFINGHAM COUNTY PROBATION OFFICE, an agency organized under the laws of the State of Georgia, with its principal place of business at 901 North Pine Street, Springfield, Georgia hereinafter called "Contractor", and the State Court of Effingham County, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia Annotated Senate Bill 367, and the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit hereinafter referred to as "DCS or MPOU". The parties enter into the Agreement under the specific authority of The Effingham County Board of Commissioners and The State Court of Effingham County, Georgia.

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

EXTENT OF SERVICES TO BE RENDERED BY THE PROBATION ENTITY

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

- 1.) **Compliance with Statutes and Rules.** Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the DCS rules in chapter 105.
- 2.) **Reporting and Record Keeping -** Contractor shall comply with DCS rules 105-2-.13, 105-2-.14, OCGA 42-8-108 and OCGA 42-8-109.2. Contractor shall create and maintain individual files for each offender receiving services from the Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the Judge of the court handling the case, the Department of Audits and Accounts, the Misdemeanor Probation Oversight Unit and, upon transfer of probation supervision to the State, to the DCS.
- 3.) **Money Collection.** Contractor shall comply with DCS rule 105-2-.15, Georgia Codes; OCGA 42-8-103, OCGA 17-15-13 and OCGA 17-14-8.
- 4.) **Employee Qualifications and Training.** Contractor shall meet or exceed staff qualifications and training requirements per annum under the same Code Section and rules and regulations promulgated by the DCS rules 105-2-.09 and 105-2-.12 for all staff members to include director, probation officers, administrative staff, interns and volunteers.

5.) **Criminal History Check.** Contractor shall have a criminal history records check conducted on all individuals in accordance with Georgia law and per DCS rule 105-2-.10.

6.) **Location Place of Business.** Contractor shall maintain an office in Springfield, Georgia for meeting with and the provision of services to probationers located at 901 North Pine Street, Springfield, Ga. 31329.

B. Reports to Court/Record Keeping

Contractor shall provide the court and MPOU with a quarterly probation entity activity report in such detail as the judge and MPOU may require. Contractor will remain in compliance with DCS rules 105-2-.13, 105-2-.14, O.C.G.A. 42-8-108 and O.C.G.A 42-8-109.2.

C. Collection /Tender of Court-ordered Monies

- 1.) Collection of court-ordered fines, fees and restitution. Contractor will collect monies in compliance with DCS rule 105-2-.15

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim once collected from the probationer monthly. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall apply not less than one-half of each payment to the restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges provided for by law to any agency, department, commission, committee, authority, board, or bureau of state or local government. Contractor shall not retain or profit from any fines, restitution, fees or costs collected from probationers except the probation fee authorized by this Agreement.

D. Access to Contractor Records

- 1.) Upon 10 (ten) business days written notice, Contractor shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

E. Scope of Services to Probationers by Contractors

Contractor shall provide the following services to probationers referred to the Contractor by the Court.

- 1.) **Court Attendance and Probationer Case History.** During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Courts

ordered conditions of probation (intake). At intake, the probation officer shall provide a list of all service fees to the probationer.

- 2.) **Supervision.** Contractor shall monitor and supervise probationers to ensure compliance with the Courts order of probation. Contractor shall make a supervision assessment of the offender and determine the probationers reporting schedule to include frequency.
- 3.) **Restitution, Fine and Fee Collection.** Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide a copy of court sheet showing itemized accounting of all monies assessed for probationer upon request of the Court or probationer.
- 4.) **Community Service.** Contractor shall coordinate, monitor and ensure compliance with community service by each probationer as ordered by the Court. Contractor will maintain records of service participation. The Contractor will provide a community service program that will provide indigent probationers with the opportunity to perform community service in lieu of payment of their fines and fees at rates established by the Court, which shall be no less than the federal minimum wage. This program may also be offered to probationers who are not indigent, but are financially non-compliant per OCGA 17-10-1 and OCGA 42-8-102.
- 5.) **Employment Assistance.** Contractor shall lend reasonable assistance to probationers either to the extent ordered by the Court or the extent available for probationers desiring employment assistance or counseling.
- 6.) **Drug/Alcohol Screening.** Contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court. Contractor shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court or Contractor's agent supervising the probationer. The probationer shall be responsible for the costs of all drug confirmation testing that result in a positive confirmation.
- 7.) **Reports of Violations of Probation.** Contractor shall comply with OCGA 42-8-103.
- 8.) **Probationers with Consecutive Sentences.** Contractors shall remain in compliance with OCGA 42-8-103.2 and further re-evaluate consecutive cases every 4 months after the initial 12 months.
- 9.) **Indigent Probationers**-shall be determined by the Court and will be supervised per OCGA 42-8-102.
- 10.) **Fees Charged to the Probationer.** Contractor shall charge a monthly supervision fee totaling \$50 (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia's Crime Victim Emergency Fund). When pay-only probation is imposed the probation supervision fees shall be capped so as not to exceed three months of ordinary

probation supervision fees unless probation is subsequently converted to a sentence that requires community service per OCGA 42-8-103. Probationers ordered to complete the Moral Reconciliation Therapy Program (MRT Program) will be charged a \$25.00 workbook fee and \$25.00 for each additional workbook. Probationers requesting drug screens sent for confirmation will be charged \$27.00 for every drug tested for in which the result confirms a positive confirmation.

- 11.) Staffing Levels and Standards of Supervision. Contractor shall have contact with active Probationers once per month via an office visit, phone contact or as directed by the Court. Contractor shall further have a probation officer to probationer ratio of no more than (1:225).

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of the Effingham County Probation Office (Contractor), the Court shall provide the following services.

F. Payment for Contractor’s Services

For regular probation supervision, which includes a minimum of one (1) contact per month, probationer shall pay a fee of \$50.00 per month (\$41.00 being paid to Effingham County and \$9.00 being paid to the State of Georgia’s Crime Victim Emergency Fund). Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor’s satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services.

G. Access to Criminal Histories

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

H. Notice of Court Sessions

The Court shall provide Contractor 10 (ten) days notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by fax, email or telephone to:

**Effingham County Probation Office
912-754-4155 phone, 912-754-9136 fax**

I. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial

interviews and intake with the probationer on the day of sentencing.

TERM

J. Period of Service.

Contractor shall commence performance on the date signed. This Agreement shall renew annually on the date signed for a term of 5 years unless either party gives notice in writing of its intent to terminate no later than thirty (30) days before the expiration of the term then current. Notwithstanding any other provision herein, Effingham County may terminate this agreement with or without cause upon thirty (30) days notice to the State Court of Effingham County, Georgia.

K. Termination

Either party may terminate this Agreement upon thirty (30) days written notice. The Court may terminate this Agreement immediately for cause. Within thirty (30) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any monies collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by the Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR IDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

L. Insurance

The Contractor will maintain liability insurance and workers compensation at the coverage levels in existence as of this contract. The State Court of Effingham County will not be responsible for workers compensation claims filed by employees of the Contractor. The Contractor will promptly notify the State Court of Effingham County of any notice of cancellation or non-renewal of coverage or any change in coverage levels. The Contractor will notify its insurance carrier and the State Court of Effingham County of any claim[s] arising from provisions of services under this agreement within (5) business days of receipt of notice of such a claim.

M. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor or to anyone who may claim a right resulting from any relationship with Contractor, for any acts of Contractor, its employees, agents or participants conducted on the property of the City of Springfield.

Contractor shall indemnify and hold harmless the Court and the County of Effingham from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action resulting from negligence, arising out of or in connection with the services performed by Effingham County Probation or its employees and agents under the terms of this Agreement.

DEFAULT

N. Deficiency in Service by Contractor

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

MISCELLANEOUS

O. Time is of the Essence of this Agreement.

P. Compliance with the Law.

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

Q. Entire Agreement

This Agreement, incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises or agreements between the parties not embodied herein shall be of any force and effect. No

amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties.

R. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the State Court of Effingham County, Georgia, unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to conclude its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of office. Provided, however, that this Agreement shall be binding upon all Associate Judges, Judges Pro-Tempore, as there may be, of the State Court of Effingham County, Georgia, who serve concurrently with the undersigned Judge.

S. Assignment.

The Court has entered into this Agreement in part on a basis of personal reliance in the integrity and qualifications of the staff of Contractor. Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

T. Notice.

Any notices made in accordance with this Agreement except as otherwise set out in Item I, shall be in writing and shall be mailed registered or certified mail, return receipt requested, to:

**Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329**

**Contractor: Effingham County Probation Office
902 North Pine Street
Springfield, GA 31329
912-754-4155**

**Court: State Court of Effingham County, Georgia
Attn: Stephen R. Yekel
700 North Pine Street, Suite 238
Springfield, GA 31329
Phone: 912-754-2117**

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 21st DAY OF July, 20 22.

PROBATION SERVICES CONTRACTOR By: <u>Bonnie Saxon</u> Name: <u>BONNIE SAXON</u> Title: <u>Chief Probation Officer</u>	COURT <u>Stephen R. Yekel</u> Judge, Stephen R. Yekel Effingham County State Court
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Approved By:

EFFINGHAM COUNTY BOARD OF COMMISSIONERS	
By: <u>Wesley M. Corbitt</u>	
Name: <u>Wesley M. Corbitt</u>	
Title: <u>Chairman</u>	
Attested by: <u>S. Johnson</u>	
Name: Stephanie Johnson	
Title: Clerk of Board of Commissioners	
<p style="text-align: right;">approved by BOC 08/02/2022</p>	

Staff Report

Subject: Approval of 2024 LMIG Project List and Submittal of Application to GDOT

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: July 18, 2024

Item Description: 2024 LMIG project list

Summary Recommendation: Staff recommends approval of the 2024 LMIG Project List and approval to submit application to GDOT

Executive Summary/Background:

- Staff has been working with Roberts Civil Engineering to compile a project list for the 2024 LMIG program through GDOT. This project lists includes roughly 7.8 miles of patching, milling, leveling, and resurfacing of roads throughout the County.
- Staff has reviewed the list and is requesting approval of the project list and approval to submit the LMIG application to GDOT.

Alternatives for Commission to Consider

1. Approval of 2024 LMIG Project List and Submittal of Application to GDOT
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Public Works (EOM), Purchasing

Funding Source: LMIG/TSPLOST

Attachments: Application for GDOT

July 03, 2023

Mr. Troy Pittman, P.E., District Engineer
Georgia Department of Transportation
Post Office Box 610
Jesup, Georgia 31598

Attention: Jeremy Barwick, LMIG Coordinator

Re: 2024 LMIG Application Request

Dear Mr. Pittman:

Attached for your review and approval is the 2024 LMIG application and project report from the Effingham County Board of Commissioners for 07.883 +/- miles of patching, milling, leveling resurfacing on Antiqua Drive and others.

Effingham County received funding from the LMIG Program in 2023 and has elected to combine their previously approved projects with the current 2024 LMIG project list request for bidding purposes. The Effingham Board of Commissioners are scheduled to advertise both the 2023 and 2024 LMIG projects in July of 2023.

If any additional information is needed, please contact Mr. Timothy Callanan, County Manager, at 912-754-2111.

Sincerely,

Wesley Corbitt, Chairman
Effingham County Board of Commissioners

Copy:
File

Attachments:
LMIG Application
Project Report

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date
Antiqua Place	Caribbean Village	Caribbean Village	0.463	Patching, Milling and Resurfacing	\$98,000.00	Summer 2023
Archer	SR 119	Brittingham Road	1.03	Leveling and Resurfacing	\$178,000.00	Summer 2023
Brittany Lane	Hester Road	Cul-De-Sac	0.53	Patching, Leveling and Resurfacing	\$149,000.00	Summer 2023
Cambridge Road	Cul-De-Sac	Cul-De Sac	0.689	Patching, Milling and Resurfacing	\$124,000.00	Summer 2023
Fairmont Road	Bridge End	Cambridge	0.150	Patching and Resurfacing	\$48,000.00	Summer 2023
Kates Cove Road	Lexington Ave. Ext	Cambridge	0.121	Milling and Resurfacing	\$32,000.00	Summer 2023
Little McCall Road	Abby Lane	Courthouse Road	2.00	Patching, Leveling and Resurfacing	\$488,000.00	Summer 2023
Old Augusta Road	EOP	Taylor Chapel Road	0.50	Leveling and Resurfacing	\$101,000.00	Summer 2023
Antiqua Drive	Antiqua Place	Antiqua Place	0.08	Patching Milling and Resurfacing	\$27,000.00	Summer 2023
Old Augusta /Mt. Pleasant Rd	Clyo Kildare Rd	Old Augusta Road	2.40	Leveling and Resurfacing	\$460,000.00	Summer 2023

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2024
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: July 03,2023

Name of local government: Effingham Board of Commissioners

Address: 804 S. Laurel Street

Contact Person and Title: Timothy Callanan, County Manager

Contact Person's Phone Number: 912-754-2111

Contact Person's Fax Number: N/A

Contact Person's Email: tcallanan@effinghamcounty.org

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Wesley Corbitt (Name), the Chairman (Title), on behalf of Effingham Board of Commssioners (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2024**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department’s Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

_____(Print)

This ____ day of _____, 20__.

Mayor / Commission Chairperson

In the presence of:

_____(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
 - a. Overview of type of project(s) being requested
 - b. Status of previous LMIG funding
 - c. Signature of Mayor or County Commission Chairperson

2. The LMIG Application Form shall include the following:
 - a. Signature of Mayor or County Commission Chairperson
 - b. County/City Seal (Required)
 - c. Notary signature and seal

3. Project List including a brief description of work to be done at each location.

Staff Report

Subject: Approval of Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC

Author: Alison Bruton, Purchasing Agent

Department: EEMA

Meeting Date: July 18, 2023

Item Description: Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC

Summary Recommendation: Staff recommends approval of the Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC

Executive Summary/Background:

- Effingham County has had a pre-event contract in place with Thompson Consulting Services, LLC with the most recent one being approved in 2018. Staff published an RFP requesting proposals for these services, and four (4) proposals were received.
- These proposals were evaluated by Chief Hodges and EEMA staff and they recommend approval to Thompson Consulting Services, LLC again.
- No compensation will result from the pre-event contract unless an activation change order is approved by the Board of Commissioners in the event of a declared emergency.

Alternatives for Commission to Consider

1. Approval of Pre-Event Contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services, LLC
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: EEMA, Fire, Purchasing

Funding Source: No compensation will result from the pre-event contract unless an activation change order is approved by the Board of Commissioners in the event of a declared emergency.

Attachments:

- Thompson Consulting Services, LLC Agreement

Disaster Debris Monitoring & Financial Recovery Services

This document is a pre-event contract.

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

THIS 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 **Thompson Consulting Services, LLC** (hereinafter called the “**Contractor**”), a corporation maintaining an office located in 2601 Maitland Center Parkway, Maitland FL 32751, for the purposes of engaging in the business of providing disaster debris monitoring & financial recovery services.

WHEREAS, the County is empowered to provide for disaster debris monitoring & financial recovery services and is further allowed by law to enter contracts; and

WHEREAS, the Contractor is willing to render the service of disaster debris monitoring & financial recovery services within the County 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;

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

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 any and all other governmental agencies relative to natural disasters. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate natural disasters. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract.

ANTI-DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

During the performance of this contract, the contractor agrees as follows:

Under 40 U.S.C. § 3702, the contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DAVIS BACON ACT

During the performance of this contract, the contractor agrees as follows (if applicable):

Compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

COPELAND “ANTI-KICKBACK” ACT

During the performance of this contract, the contractor agrees as follows:

(1) Contractor: The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this contract, the contractor agrees as follows:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Effingham County Board of Commissioners and understands and agrees that the Effingham County Board of Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by EFFINGHAM COUNTY BOARD OF COMMISSIONERS (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA / EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired

-
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

CHANGES

The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

If the contractor wishes to make changes, the contractor shall submit a written request – either a contract amendment or change order and shall not commence work on any such change until such written amendment or change order has been approved and signed by both parties.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide Effingham County Board of Commissioners, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

By executing this contract, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for disaster debris monitoring & financial recovery services; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

EFFECTIVE DATE: 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 upon issuance of a Task Order. The initial agreement shall terminate on June 30, 2024. There will be three (3) single-year renewals. 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.

LICENSES AND TAXES

The Contractor must obtain all licenses and permits required by the County, the Federal Government and the State Government.

INDEMNITY

The Contractor agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Contractor or its subcontractors. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the County, at its 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 its subcontractors or anyone directly or indirectly employed by any of them. The Contractor's obligation to indemnify the 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.

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

The Contractor shall maintain such insurance as will protect the company from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor.

Certificates of such insurance shall be filed with the County. The Contractor will provide the County ten (10) days' notice in the event the Contractor's insurance is cancelled or terminated for any reason

*The limits of insurance are as follows:

- A. **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage each occurrence, and \$2,000,000 Property Damage, in the aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.
- D. **Umbrella Policy:** \$10,000,000

Failure to obtain or maintain the appropriate insurance coverages as stated herein (and in RFP 18-001) shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the County shall be entitled to immediately terminate this contract.

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including RFP 18-001 and any authorized change orders/task orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the County.

INTENTIONALLY LEFT BLANK

FEES: SEE ATTACHMENT A

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

Debris Monitoring Positions	Paper-Based Ticketing	Automated Ticketing
	Hourly \$ Rate	Hourly \$ Rate
Project Manager	\$	\$
Operation Managers	\$	\$
Field Supervisors	\$	\$
GIS Analyst	\$	\$
Environmental Specialists	\$	\$
Billing/Invoicing/Data Managers	\$	\$
Project Coordinators	\$	\$
Load Ticket Data Entry Clerks	\$	\$
Collection Crew Monitors	\$	\$
Tower Monitors	\$	\$
Residential Drop-off Monitors	\$	\$
Automated Ticketing Specialists		\$

Grant Management Consulting Positions	Hourly \$ Rate
Senior Grant Management Consultant	\$
Grant Management Consultant	\$
Administrative Assistant	\$
Grand Total	\$

Emergency Management Consulting Positions	Hourly \$ Rate
Senior Planner	\$
Planner	\$
Grand Total	\$

*The hourly labor rates shall include all applicable overhead and profit.
 Lodging, meals and incidentals will be billed at the most current GSA per diem rate for the area.
 Mileage will be reimbursed at the most recent IRS published rate.
 All other direct project expenses will be reimbursed at cost without mark-up.*

These prices shall remain in effect for a period of 36 months, no exception.

No work outside the scope of work contained in the RFP will be performed without the advanced written consent of the County Manager or Project Manager.

TERMINATION

The agreement between the County and Contractor can be terminated with 30 days written notice by the County based on:

- a. County electing, in writing, not to exercise any of its option periods.
- b. 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.
- c. Failure of the Contractor to abide by any of the conditions of this Agreement.
- d. Any termination of the Contractor's services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

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

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

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.

TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing under this Contract 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 Manager or his designated representative(s).

The County Manager 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 Contractor shall

cooperate with the County Manager or his representative(s) in any inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Manager 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. Should, through administrative oversight, a particular requirement of RFP No. 18-001 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

CONTRACT AMENDMENTS

It is the intention and agreement of the parties of this Contract 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, the contract 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.

SEPERABILITY OR PROVISION

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

CONSTRUCTION

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

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.

INTENTIONALLY LEFT BLANK

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: _____
Wesley Corbitt, Chairman

ATTEST: _____
Stephanie Johnson, Effingham County Clerk

Date: _____

FOR THE CONTRACTOR

BY: _____

Title: _____

Attest: _____

Date: _____

ELECTRONIC SUBMITTAL Proposal Cost



Effingham County, Georgia
Request for Proposal No. 23-RFP-025
**Disaster Debris Monitoring & Financial
Recovery Services**
Due Date / Time: June 1, 2023 | 11:00 am



thompson
CONSULTING SERVICES



thompson
CONSULTING SERVICES

June 1, 2023

Effingham County
804 S Laurel St.
Springfield, GA 31329

Submitted electronically to: <https://procurement.opengov.com/portal/effinghamcounty>

RE: Request for Proposal No. 23-RFP-025 – Disaster Debris Monitoring & Financial Recovery Services | Proposal Cost

Thompson Consulting Services, LLC (Thompson) is pleased to provide Effingham County with the enclosed Proposal Cost for Request for Proposal No. 23-RFP-025 – Disaster Debris Monitoring & Financial Recovery Services.

Thompson has invested considerable resources in order to improve the efficiencies of our administrative and accounting services, as well as our training and logistics operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no-cost services. We understand the importance of minimizing costs and as such will not charge the County for positions that are duplicative in nature or unnecessary to perform the scope of services requested. Project costs will vary depending on the severity and duration of a disaster event, and all positions may not be necessary to complete the scope of services requested.

The pricing proposal form has been provided on the following page. Please feel free to contact Thompson President, Jon Hoyle, with any questions pertaining to the proposal cost.

Best regards,

THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President
2601 Maitland Center Parkway, Maitland, FL 32751
O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

EN: RFP No. 23-RFP-025 - Proposal Cost Form

PRICING PROPOSAL FORM

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

Debris Monitoring Positions	Paper-Based Ticketing	Automated Ticketing
	Hourly \$ Rate	Hourly \$ Rate
Project Manager	\$ 65.12	\$ 65.12
Operation Managers ¹	\$ 0.00	\$ 0.00
Field Supervisors	\$ 43.42	\$ 43.42
GIS Analyst	\$ 50.00	\$ 50.00
Environmental Specialists	\$ 50.00	\$ 50.00
Billing/Invoicing/Data Managers	\$ 55.00	\$ 55.00
Project Coordinators ²	\$ 0.00	\$ 0.00
Load Ticket Data Entry Clerks ²	\$ 18.00	\$ 0.00
Collection Crew Monitors	\$ 35.28	\$ 37.99
Tower Monitors	\$ 34.19	\$ 35.82
Residential Drop-off Monitors	\$ 29.85	\$ 29.85
Automated Ticketing Specialists ²		\$ 0.00

Grant Management Consulting Positions	Hourly \$ Rate
Senior Grant Management Consultant	\$ 135.68
Grant Management Consultant	\$ 103.11
Administrative Assistant	\$ 24.42
Grand Total	\$ 263.21

Emergency Management Consulting Positions	Hourly \$ Rate
Senior Planner	\$ 135.68
Planner	\$ 103.11
Grand Total	\$ 238.79

The hourly labor rates shall include all applicable overhead and profit. Lodging, meals and incidentals will be billed at the most current GSA per diem rate for the area. Mileage will be reimbursed at the most recent IRS published rate. All other direct project expenses will be reimbursed at cost without mark-up

¹Duplicative management position not necessary to complete the scope of work requested by the County, therefore will not be charged to the County. Tasks associated with this position will be performed by the Project Manager.

²Position not necessary due to efficiencies of our Automated Debris Management System (ADMS), therefore position will not be charged to the County.



thompson
CONSULTING SERVICES

Staff Report

Subject: Ordinance Revision
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: July 18, 2023

Item Description: Consideration of an **amendment** to the Code of Ordinances **Part II – Official Code: Appendix C – Articles II-III – General Provisions** of the Effingham County Code of Ordinances, responding to the changes of Title 36 of the Official Code of Georgia, Zoning Procedures Law.

Summary Recommendation

In order to conform with Title 36 of the Official Code of Georgia, Zoning Procedures Law, Staff recommends **approval** of an ordinance revision which includes the definition and statute to appoint a County Surveyor.

Executive Summary/Background

- The Official Code of Georgia, Title 36 – Chapter 7 – County Surveyor, requires that each county within the state must have at least one surveyor.
- This ordinance revision adds the definition for the County Surveyor and the appointment of the County Surveyor by the County Manager or designee.
- This revision will conform to the 2022 update of the Official Code of Georgia, Zoning Procedures Law.

Alternatives

1. **Approve** an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article II & III General Provisions**
2. **Deny** an **amendment** to the Code of Ordinances **Appendix C – Zoning Ordinance, Article II & III General Provisions.**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services, County Attorney

FUNDING: N/A

Attachments: 1. Draft of Appendix C – Zoning Ordinance, Article II & III General Provisions

PART II - OFFICIAL CODE
APPENDIX C - ZONING ORDINANCE
ARTICLE II. DEFINITIONS

ARTICLE II. DEFINITIONS

For the purpose of the administration and enforcement of this ordinance, and unless otherwise stated in this ordinance, the following words shall have a meaning as indicated herein.

Words used in the present tense shall include the future tense; words used in the singular number shall include the plural number; words used in the plural number shall include the singular number; the word "shall" is mandatory, not directory.

- 2.1 Accessory buildings.** A secondary residence, garage, or other building 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.
- 2.2 Advertising signs.** A surface whereon advertising material is set in public view, including reference to any use of premises whereon it is displayed or posted.
- 2.3 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 which 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.
- 2.4 Alteration.** Any change in the arrangement of a building, including any work affecting the structural parts of a building; or an enlargement; or any change in wiring, plumbing, heating, or cooling system; and includes the words "to alter" and "alter."
- 2.5 Apartment building.** A building which is used or intended to be used as a home or residence for more than two families living in separate quarters.
- 2.6 Automotive sales, services, and storage.** The sale, service, or storage of new or used automobiles, including paint and body repair shops. Any business that stores automobiles shall only store automobiles that will be put back in use on the roadways of the United States.
- 2.6.5 Bed and breakfast lodging facility.** A transient accommodation with on-site staff that provides no more than nine guestrooms. At least one meal shall be offered and served on the premises to registered evening guests. The facility must meet all requirements of the county health department parking requirements shall be the same as for hotels and motels.
- 2.7 Boat house.** A house or shed for sheltering one or more boats.
- 2.8 Boundary of district.** The centerline of a street or right-of-way or the centerline of an alleyway between the rear or side property lines, or, where no alley or passageway exists, the rear or side property lines or all lots bordering on any zoning district limits or any zoning district boundary shown on the maps adopted by section 4.2.
- 2.9 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.
- 2.10 Building.** Any structure having a roof entirely separated from any other structure by space or by walls, having no communicating doors or windows or similar opening, and being erected for the purpose of providing support of shelter for persons, animals, things, or property of any kind, and having a foundation to which it is anchored.

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- 2.11 Building height.** The height of a building with a gabled or hip roof shall be the vertical distance measured from the average elevation of the finished building site to the top of the roof of the uppermost story or to the deck line of a mansard roof. The height of a building with a flat or nearly flat roof, less than seven degrees from the horizontal, shall be measured from the footing as stated above to the highest point of the roof.
- 2.12 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).
- 2.13 Building site.** The ground area of a building or buildings together with all open spaces surrounded by said building or buildings.
- 2.14 Building inspector.** Any person hired by the county commissioners to inspect, determine compliance with, and render minor decisions concerning the compliance of structures and lots within the county.
- 2.15 Camper.** A motor home, tent, trailer, or other self-contained vehicle designated for recreational purposes.
- 2.16 Care homes.** Includes rest and nursing homes, convalescent homes, and boarding homes for the aged established to render nursing care for chronic or convalescent patients, but excludes facilities for care of active or violent patients such as feeble-minded or mental patients, epileptics, alcoholics, senile psychotics, or drug addicts.
- 2.17 Centerline, highway.** The line running parallel with the highway right-of-way which is halfway the distance between the extreme edges of the official right-of-way width as shown on maps approved by the county tax assessor.
- 2.18 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 engineer, registered surveyor, architect, or other legally recognized person.
- 2.19 Church.** A legally approved structure and its accessory buildings used and approved on a permanent basis, primarily for the public worship of God.
- 2.20 Club, private.** An organization or association of persons for some common purpose, such as, but not necessarily limited to, a fraternal, social, educational, or recreational purpose, but not including clubs organized primarily for profit or to render a service, which is customarily carried on as a business. Such organizations and associations must be incorporated under the laws of Georgia as nonprofit corporations and such corporations' major purpose shall not be for the purpose of serving alcoholic beverages to its members or others. This may not be located on, or in connection with any commercial activity.
- 2.21 Commissioners.** The board of commissioners of the county, which is the local governing authority for the county.
- 2.21.1 Common outdoor open space.** areas accessible from all parts of the development. Common open space can include passive or active recreation area, pathways, swimming pools, and open areas for congregating. Ponds, lakes, buffers or other spaces that are not usable by the residents of a development for recreational purposes shall not be included in common outdoor open space.
- 2.22 Conditional use.** Those uses allowed within a district, only after specific requirements are met. The commissioners at their discretion may require additional restraints, restrictions, qualifications, or limiting factors upon a specific use so that it becomes acceptable. A public hearing shall be required with regard to all proposed conditional uses.

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- 2.23 County Surveyor.** The individual appointed by the County Manager or designee, who is responsible for performing land surveying and related services for the County.
- 2.24 Culvert.** A sewer or drain crossing under a road, driveway, or embankment.
- 2.25 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.
- 2.26 Depth of lot.** The depth of lot is the depth between its mean front street line and its mean rear line, measured along the median between the two side lot lines.
- 2.27 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.
- 2.27.1 Condominium.** A building or series of buildings on the same lot or portions thereof containing more than one dwelling unit under separate ownership with joint ownership of common open spaces.
- 2.27.2 Duplex.** A residential building designed for, or used as, the separate homes or residences of two separate and distinct families, but having the appearance of a single-family dwelling unit. Each individual unit in the duplex shall comply with the definition of single-family detached dwelling.
- 2.27.3 Single-family detached dwelling.** A building or structure designed for and occupied as a residence exclusively by one family.
- 2.27.4 Site-built single-family detached dwelling.** A single-family detached dwelling constructed on the building site from basic materials delivered to the site and constructed in accordance with all requirements of the building codes as adopted by the county.
- 2.27.5 Class A single-family detached dwelling.** A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that meets or exceeds the compatibility standards for single-family dwellings under article III of this ordinance.
- 2.27.6 Class B single-family detached dwelling.** A site-built single-family detached dwelling, a one-family manufactured home, or a one-family industrialized home that does not meet the compatibility standards for single-family dwellings under article III of this ordinance.
- 2.27.7 Garden apartment community.** A low intensity, low-rise, apartment community comprised of two- or three-story buildings, each containing attached dwelling units typically characterized by a garden-like setting, surrounded by lawns, trees, shrubbery, and gardens and/or interior courtyards.
- 2.27.8 Multifamily.** A building or collection of buildings that are designed for and occupied by three or more families and located on a single parcel.
- 2.27.9 Mixed-use residential.** The mixing of principal residential uses with nonresidential uses. Mixed use residential may occur by the following:
- (a) Nonresidential and multifamily in the same building (e.g., retail on ground floor, multifamily above), or
 - (b) Multifamily and another primary nonresidential use located in different buildings sited on the same lot or parcel (e.g., multifamily located on the same parcel as an office building).
 - (c) Both options shall be designed, located, and oriented on the site so that nonresidential uses are directly accessible to residents of the development. For the purposes of this section, "directly accessible" shall mean pedestrian access by way of improved sidewalks or paths and streets that do not involve leaving the development or using a major thoroughfare. "Directly accessible" does

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not necessarily mean that nonresidential uses need to be located in a particular location, but that the siting of such uses considers the accessibility of the residential component of the development to the nonresidential use. Parking areas shall be designed to minimize distances between uses.

- 2.25.10 Townhouse.** A unit in a building with multiple dwelling units, where each unit is on an individual lot, shares a common sidewall, and is one to three stories in height.
- 2.26 Dwelling unit.** A structure or a portion of any structure designed, arranged and used for living quarters for one or more persons living as a single housekeeping unit with cooking facilities, but not including units in hotels, motels, boarding houses, or like uses.
- 2.27 Dwelling, group.** A building or portion of a building occupied or intended for occupancy by several unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes, but is not limited to, roominghouses, apartment hotels, fraternity houses or sorority houses, YMCA, or YWCA. A hotel, motel, or tourist home shall not be deemed to be a group dwelling as herein defined.
- 2.28 Reserved.**
- 2.29 Engineer.** Any person having an acceptable degree from a recognized institution of higher learning who is capable of determining the correct manner in which to construct roads, streets, highways, water and sewerage systems, drainage system, structures, or other technically related areas. The person to be county engineer must be recognized by the State of Georgia as one.
- 2.30 Estate.** Any residential site comprising five acres or more shall come within the meaning of the word "estate."
- 2.31 Reserved.**
- 2.32 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.
- 2.33 Floodprone areas.** That land adjacent to a creek, stream, river, channel, canal, or other body of water that is designated as a floodplain or flood prone area by a governmental agency.
- 2.34 Floor area.** The sum of the gross floor area for each of the several stories under roof, measured from the interior limits or faces of a building or structure.
- 2.35 Floor area ratio.** Floor area of building or buildings on any lot divided by the area of the lot.
- 2.36 Frontage.** The distance or width of a parcel of land abutting a public right-of-way and as measured upon such right-of-way.
- 2.37 Garage, community.** A structure or series of structures under one roof, and under one ownership, for the storage of vehicles by three or more owners or occupants of property in the vicinity, where said structure has no public shop nor mechanical services in connection therewith.
- 2.38 Garage, private.** A structure for the private use of the owner or occupant of a principal building, situated on the same lot as the principal building for the storage of motor vehicles, with no facilities for mechanical service or repair of a commercial or public nature for profit.
- 2.39 Garage, public.** A structure for the storage, care, repair, or refinishing of motor vehicles, or a structure containing a public shop, or where automotive mechanical service is provided.

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- 2.40 Gas station.** A structure designated or used for the retail sale or supply of fuel, lubricants, air, water, and other operating commodities for motor vehicles and including the customary spacing and facilities for the installation of such commodities on or in such vehicles, but not including space or facilities for the storage, painting, repair, refinishing, body work, or other servicing of motor vehicles.
- 2.41 Highway.** Any public thoroughfare of paving 22 feet or wider, including a street, which affords primary access to abutting property, and any thoroughfare of less width which is not classified as an alley (street).
- 2.41A Historic structure.** A structure that is at least 50 years old and meets one of the following requirements:
- 2.41A.1** Listed on either the National or Georgia Register of Historic Places;
 - 2.41A.2** Eligible for listing on either the National or Georgia Register of Historic Places; or
 - 2.41A.3** Currently receiving or eligible to receive tax credits for rehabilitation of historic properties.
- 2.42 Hospital.** An institution providing health services, primarily for in-patients, and medical and surgical care of the sick or injured, including as an integral part of the institution such related facilities as laboratories, out-patient departments, training facilities, central service facilities, and staff offices.
- 2.43 Hotel.** A building occupied as the more or less temporary residence of individuals who are lodged, with or without meals, and in which there are ten or more sleeping rooms with entrances through a common lobby or office.
- 2.44 Junk.** Old and dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, wagons and other kinds of vehicles and parts thereof, scrap building material, scrap piping, bottles, glass, old iron, machinery, rags, paper, excelsior, hair, mattresses, beds or bedding, or any other kind of scrap or waste materials which is stored, kept, handled, or displayed within the county limits.
- 2.44A Industrialized home.** A dwelling manufactured in accordance with the Georgia Industrialized Building Act (O.C.G.A. title 8, chapter 2, article 2, part 1) and the rules of the commissioner of the state department of community affairs issued pursuant thereto, bearing an insignia of approval issued by the commissioner.
- 2.45 Junkyard.** Any land or building used for commercial storage and/or sale of paper, rags, scrap metals, other scrap, or discarded materials, or for the dismantling, storage, or salvaging of automobiles or other vehicles not in running condition, or of machinery or parts thereof, but not to be used as a dump. A "junk yard" also includes any outdoor area that is used exclusively for the temporary storage of wrecked automobiles, which are automobiles that do not get repaired and put back in use on the roadways of the United States, provided that no work shall be performed on any wrecked automobile while it is in storage.
- 2.46 Lot.** Parcel of land shown on a recorded plat or on the zoning map, or any piece of land described by a legally recorded deed.
- 2.47 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.
- 2.48 Lot, interior.** Any lot which is not a corner lot that has frontage only on one street other than an alley.
- 2.49 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 article, provided it is so designated by the building plans which meet the approval of the building and zoning inspector.

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2.50 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 and zoning inspector.

2.51 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.

2.52 Lot, through. Any lot having frontage on two parallel or approximately parallel streets or other thoroughfares.

2.52A Manufactured home. A dwelling fabricated in an off-site facility for installation or assembly at the building site, bearing a label certifying that it is constructed in compliance with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. § 5401 et seq.).

2.52A.1 Manufactured home site. A parcel of land designed and designated for the location of one manufactured home, its accessory buildings or structures, and accessory equipment for exclusive use of the home.

2.52A.2 Manufactured home stand. That area of a manufactured home site which has been reserved for placement of a manufactured home.

2.53 Mapped streets. A mapped street is any approved street shown on an official map or the projection of any existing street through an unsubdivided parcel of land, whether the street is dedicated or in existence or not.

2.54 Marshland. All land subject to tidal action which is comprised of generally unstable soil materials commonly known as "hard or soft" marsh, which in its natural state is vegetated with marsh grass, reeds, and similar growth and is usually characterized by poor load-bearing capacity. Marshland lies below an elevation of six feet above mean sea level.

2.55 Mobile home. A dwelling manufactured prior to June 15, 1976, which is transportable in one or more sections; in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet in floor area; is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. All mobile homes must be installed in accordance with O.C.G.A. § 8-2-160, et. seq. Mobile homes must meet the construction standards specified in ANSI A119.1. Compliance with ANSI A119.1 shall be determined by the following procedures:

2.55.1 For mobile homes that are proposed to be relocated within the county, the county building inspector or designee must inspect the unit to determine if the unit meets the standards of ANSI A119.1 standards and all other applicable county ordinances are met, after which the county administrator or designee may issue the building permit for placement of the mobile home on site. An inspection fee determined from time to time by the board of commissioners shall be charged for each individual inspection of a mobile home.

2.56 Reserved.

2.57 Motel or motor hotel. A building or group of two or more buildings designed to provide sleeping accommodations for transient or overnight guests with no common entrance or lobby. Each building shall contain a minimum of ten residential units or rooms which generally have direct, private openings to a street, drive, or patio, etc.

2.58 Nonconforming lot. Any lot that is smaller than the minimum dimensions, area, or other regulations of the district in which the lot is located.

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- 2.59 Nonconforming use.** Use of any property or premises in any manner that does not comply with the regulations provided for the district in which the property or premises is situated, if such use was originally legally established at the effective date of this ordinance or any amendment thereof.
- 2.60 Parking space.** That area required for the parking or storage of one automobile, including necessary aisle or driveway space providing access thereto.
- 2.60A Planned manufactured home community.** A tract used or intended for use as a residential area occupied by manufactured homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the resident owns or rents the manufactured home and rents the manufactured home space. All manufactured homes located within a manufactured home community must be installed in accordance with O.C.G.A. § 8-2-160 et seq.
- 2.60B Planned single-family home community.** A subdivision used or intended for use as a residential area occupied by single-family homes; conforming to an approved development plan with appropriate and adequate community services, recreation facilities, utilities, streets, and sidewalks provided by the developer; and in which the subdivision is under single ownership or control.
- 2.61 Planning board.** The county planning board, which is a body of people appointed by the commissioners whose responsibilities include the guidance of growth and development within the county.
- 2.61A Pond.** A manmade depression designed to hold water that is less than one acre in size. These include retention, detention, and borrow pits less than one acre.
- 2.62 Principal building.** The building situated or to be placed nearest the front property line and the use of which conforms to the primary use permitted by the zoning classification in which it is located.
- 2.63 Professional buildings.** Structures used for the conduct of business in any of the following or related categories: law; architecture; accounting; engineering; medicine; dentistry; optometry; osteopathy; chiropractors; optician; planning, or consulting of the nature of the aforesaid categories, not including outside storage space for business vehicles or equipment.
- 2.64 Public body.** Any government or governmental agency in Effingham County, the State of Georgia, or the United States Government.
- 2.65 Public use.** Use of any land, water, or buildings by municipality, public body, or board, commission, or any county, state, or the federal government, or any agency thereof for a public service or purpose.
- 2.66 Repairs.** Restoration of portions of a building to its condition as before decay, wear, or damage, but not the alteration of the shape or size of any portion.
- 2.67 Residential.** The term "residential" or "residence" applies herein to any lot, plot, parcel, tract, area, piece of land, and/or any building used or intended to be used exclusively for family dwelling purposes, including concomitant uses specified herein.
- 2.68 Restaurant.** A building, room, or rooms where food is prepared and served to a group of families, a club, or to the public for consumption within the enclosed structure.
- 2.69 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.
- 2.70 Roominghouse.** (The terms roominghouse, boardinghouse, tourist home, cooperative house, and lodginghouse are used synonymously in this ordinance.) A building, other than a hotel or dormitory, where,

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for compensation and by arrangement for definite periods, lodging or lodging meals are provided for more than three persons unrelated to the owners of the structure.

- 2.71 Rooming unit.** Any room or group of rooms, forming a habitable unit used for living and sleeping, but which does not contain cooking or eating facilities.
- 2.72 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.
- 2.72A Shipping container.** A receptacle designed for intermodal transport of cargo aboard ship, truck trailer, or rail car, and which exhibits features designed to facilitate the movement of containerized cargo, including but not limited to corner fittings for pins, design for stacking, size dimensions of eight feet wide by eight or ten feet high by 20, 35, or 40 feet in length, and which is otherwise designed and constructed in conformance with standards for shipping containers as set forth by the international standards organization.
- 2.72B Shipping container facility.** A facility that provides storage for shipping containers awaiting transport or next use.
- 2.73 Site.** An area designated as a separate and distinct parcel of land on a legally recorded subdivision plat or in a legally recorded subdivision plat or in a legally recorded deed.
- 2.74 Special exception.** A use, specifically designated in this ordinance, that would not be appropriate for location generally or without restriction throughout a given zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would, in the opinion of the county commissioners, promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare.
- 2.75 Story.** That portion of a building included between the surface of any floor and the surface of the floor next above it; or if there be no floor above it, then the space between the floor and ceiling next above it.
- 2.76 Street.** A dedicated and accepted public right-of-way for vehicular traffic which affords the principal means of access to abutting properties.
- 2.77 Structural alteration.** Any change in the shape or size of any portion of a building or structure such as walls, columns, beams, arches, girders, floor joists, or roof joists.
- 2.78 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.
- 2.79 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.
- 2.80 Subdivision.** "Subdivision" means all divisions of a tract or parcel of land 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 change in existing streets, and includes resubdivision and, where appropriate, the process of subdividing or the land or area subdivided; provided, however, that the following exceptions are included within this definition only for the purpose of requiring that the planning board be informed and have record of such subdivisions:

Exceptions:

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- (a) 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 standard of the governing authority;
- (b) The immediate transfer of property necessitated by death of the property owner to the said property owner's legal heirs, provided that the smallest parcel meets the minimum standards for the zoning district where that property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;
- (c) The transfer of property between family members within the third degree of consanguinity, provided that the smallest parcel meets the minimum standards for the zoning district where that property is located and a minimum 60-foot access easement is available to serve a cumulative total of not more than three parcels that do not abut a public road;
- (d) The division of land into parcels of ten acres or more where no new street is involved.

Plats of such exceptions shall be received as information by the zoning administrator who shall indicate such fact on the plats.

Conditional exemptions: In order to provide property owners with an expeditious method for subdividing a portion of a tract of land, conditional exemptions from the provisions of this ordinance are authorized and may be granted by the county zoning administrator provided such requests for conditional exemptions comply with the following:

- (a) The division of land into two parcels when the smallest parcel meets the minimum standards for the zoning district where that property is located and when divided for residential purposes meets health department requirements and where no new street is involved; provided that the same tract cannot be divided using this conditional exemption more than one time in any 12-month period beginning on the date of recording.

Plats requesting conditional exemption will be received by the county zoning administrator's office for review. Plats meeting the requirements stated above can be approved by the zoning administrator who shall indicate such fact on the plats. If, in the determination of the zoning administrator, a plat requesting conditional exemption does not comply with the above requirements, or other factors peculiar to the individual circumstance of the property in question, the zoning administrator is required to deny the conditional exemption and forward the plat to the planning board for processing as a subdivision.

2.81 Trailer. A non-self-propelled vehicle or conveyance permanently equipped to travel upon the public highways that provides temporary use as a residence or living quarters or office; serves as a carrier of people, new or used goods, products, or equipment; or is used as a selling, advertising, or display device whether or not the wheels have been removed and whether or not set on jacks, skirts, masonry blocks, or other foundation.

2.82 Trash. Cuttings from vegetation, refuse, paper, bottles, and rags.

2.83 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.

2.83A Utilities, government-owned. Any government-owned water and sewer utilities and appurtenances, including publicly-owned treatment plants permitted by the state, wells, water distribution lines, sewage collection lines, re-use water distribution lines, pump stations, water storage facilities, meter stations, and fire hydrant.

2.83B Vacant. A structure in which the principle use has been abandoned. This shall not include structures for sale or rent or temporarily unoccupied.

PART II - OFFICIAL CODE
APPENDIX C - ZONING ORDINANCE
ARTICLE II. DEFINITIONS

- 2.84 *Variance*. A modification of the strict terms of this ordinance granted by the county commission where such modification will not be contrary to the public interest; and where, owing to conditions peculiar to the property and not as a result of any action on the part of the property owner, a literal enforcement of the ordinance would result in unnecessary and undue hardship; and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.
- 2.85 *Vehicle*. A conveyance for persons or materials.
- 2.86 *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.
- 2.87 *Yard*. An open space on the same lot with a building; said space lies between the building and nearest lot or street line.
- 2.88 *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 are bound on two sides of the lot, the narrower portion fronting on a street shall be declared the front. See "Lot lines, front."
- 2.89 *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."
- 2.90 *Yard, side*. That area of open space that is immediately adjacent to the side lot lines. See "Lot lines, side."
- 2.91 *Zoning administrator*. That person hired by the county commissioners to enforce the zoning ordinance, subdivision regulations, and any other land use ordinances adopted by the county commissioners.
- 2.92 *Zoning ordinance or ordinance*. The zoning ordinance of the county.
- 2.93 *Zoning map*. The official map of the County.
- (Amend. of 4-4-00(20); Amend. of 4-4-00(21); Amend. of 4-4-00(22); Ord. of 10-21-04, § 1; Ord. of 9-54-07, § 1(a); Ord. of 8-5-08; Ord. of 1-3-11, § 1; Ord. of 7-17-12, § 1; Ord. of 11-5-19 ; Ord. of 3-1-22(1) ; Ord. of 11-15-22(1) ; Ord. of 1-3-23(2))

ARTICLE III. GENERAL PROVISIONS

3.1 County Surveyor

The County Manager or designee shall appoint a professionally licensed land surveyor. The County Surveyor will be responsible for performing land surveying and related services for the county. The County Surveyor is empowered to appoint one or more assistants or deputies, for whose conduct he/she is responsible.

3.2 Abandoned real property.

- 3.2.1 For any public street or alley which is hereafter officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to the centerline of the property which is abandoned. In the event abandoned property is not divided at the centerline for abutting properties, the zoning districts applicable shall apply to such ownership line as determined by virtue of such abandonment.
- 3.2.2 For any public property other than streets or alleys, the regulations applicable to the zoning classification which abuts the abandoned property for the greatest number of linear feet shall apply to the entire property.

3.3 Abandoned vehicles.

Within all zoning districts, except where specifically authorized, all vehicles which are inoperative and/or unlicensed shall not be abandoned in the public right-of-way or on private property in excess of 30 days during any consecutive 120-day period, except within a completely enclosed garage or other structure. For purposes of this section, the term "vehicle" includes farm and commercial vehicles, machinery, and equipment.

(Ord. of 12-15-92)

3.4 Accessory structures in residential districts.

- 3.4.1 Accessory structures in the AR-1, AR-2, R and PD-R residential districts may be erected within a side or rear yard, provided they conform to the following:
- (a) *Maximum height:* One and one-half story or 15 feet above finished grade in the R and PD-R districts; 35 feet in AR-1 and AR-2 districts.
 - (b) An accessory structure shall not be less than five feet from the rear property line and not less than five feet from interior side setback lines.
 - (c) An accessory structure shall not be less than ten feet from a principal structure.
 - (d) Not more than two accessory structures, including a detached garage, shall be located in any R or PD-R district, on one lot.
- 3.4.2 Accessory structures in the AR-1 and AR-2 agricultural residential districts may be placed in the front yard where the property is at least five acres and not in a platted subdivision. All structures on the property must comply with the front setback requirements for a principal structure.

- (a) Accessory structures shall not be erected on a lot prior to construction of a principal structure, except for agricultural purpose storage buildings in the AR-1 zoning district, where the property is at least five acres, and not in a platted subdivision.
- (b) Accessory structures in the R, PD-R, and AR zoning districts may not be used for any type of commercial operation, except as provided for in section 3.15A and 3.15B.
- (c) An accessory structure shall not be used as a dwelling unit.

3.3.3. A shipping container may be utilized as an accessory building in an AR-1 and AR-2 zoning districts, provided it shall conform to the following:

- (a) Containers shall be painted in solid neutral colors. No writing or advertising of any kind shall be permitted.
- (b) Containers shall meet the required side and rear yard setback requirements for an accessory structure, and shall be placed no nearer than ten feet from a primary structure.
- (c) Containers shall not be placed in the front yard.
- (d) Containers shall not be stacked above the height of a single container.
- (e) Containers shall be subject to lot coverage requirements.
- (f) Containers shall only be placed on AR-1 and AR-2 lots that meet the minimum lot size for the district.
- (g) The number of shipping containers on AR-1 and AR-2 lots shall be limited to one container per acre of land, to a maximum of five containers on a parcel.
- (h) No electricity or plumbing shall be connected to a shipping container.
- (i) Ventilation is not required.
- (j) No hazardous materials may be stored in a shipping container.
- (k) Shipping containers shall be secured from entry by children and the general public when not attended.
- (l) Shipping containers used for storage of equipment and supplies, and associated with an approved building construction project, shall be permitted to remain on site until the approval of the project's final building inspection, or expiration of the building permit, whichever is less.

(Ord. of 2-19-91; Ord. of 1-19-21 ; Ord. of 9-15-20 ; Ord. of 1-3-23(2))

3.4 Buffers.

Purpose and function: To provide minimum separation and screening of different land uses. To minimize the adverse effects of commercial and industrial land uses on surrounding property; to act as a filtration zone for stormwater; to make the environment more visually attractive; and to preserve the tree canopy in the county.

It is the intent of this ordinance that buffers be maintained and controlled so that the effects of the screening are not diminished.

3.4.1 Buffer Design Standards:

- A. *Plant material:* Existing plant materials including understory vegetation in buffers shall be maintained whenever possible. AH trees over six inches diameter at breast height (dbh) shall be retained. Additional planting may be required when existing plant material is inappropriate for screening. Additional landscaping may be added at the property owner's discretion.

- B. *Structural elements:* Structural elements such as fences, walls, and berms may be placed in buffers. When privacy fences or walls are located in a buffer, a minimum of two feet from the exterior property line will be maintained to allow for plant material to soften the affects of the structural element.
- C. *Encroachment:* Buffer areas should remain natural. There shall be no encroachment of structures, including eaves or paving, in buffer areas.

Proposed use	Adjacent use					
	R-district or single-family subdivision exterior boundary*	AR-1 or AR-2	Multifamily	Commercial, Institutional**	Light Industrial	Heavy Industrial**
R-district or single-family subdivision exterior boundary*	15 feet	15 feet	20 feet	30 feet	300 feet	300 feet
AR-1 or AR-2	15 feet	15 feet	20 feet	30 feet	150 feet	300 feet
Multifamily	20 feet	20 feet	15 feet	20 feet	150 feet	300 feet
Commercial, Institutional**	30 feet	30 feet	20 feet	15 feet	50 feet	150 feet
Light Industrial**	300 feet	150 feet	300 feet	50 feet	25 feet	25 feet
Heavy Industrial**	300 feet	300 feet	300 feet	150 feet	25 feet	25 feet

* Subdivisions of less than five lots are exempt from buffer requirements when neighboring property is under the same ownership.

**Adjacent Commercial, Institutional, and Industrial developments which are designed as a single development or share parking may reduce the buffer width by up to 50 percent between these parcels. If commercial property is developed with zero lot lines then the buffer between parcels shall be eliminated. At no time may buffers be reduced between Commercial, Institutional, or Industrial and Residential uses.

***Industrial surface mines will follow the buffer requirements in section 3.17.4.

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 in the above chart.

Street buffers for industrial property shall equal the required buffer for the use on the other side of the street in the above chart.

PDs may have different buffer requirements. Please refer to PD ordinance.

3.4.2 *Adjacent public street buffers:* All 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 in the above chart.

PDs may have different buffer requirements. Please refer to PD ordinance.

3.4.3 Permitted activity in required buffers as shown in chart 3.4.1:

- A. Drainage ditches, utility and service lines provided that they are approximately perpendicular to the property line.
- B. Street and rail access, and driveways provided that they are approximately perpendicular to the property line.
- C. Sidewalks and pathways that connect multiple parcels.
- D. Lighting fixtures.
- E. Signs.
- F. Flagpoles.

3.4.4 Specific buffer requirements:

- A. *Buffers for adjacent vacant property.* When determining buffers for adjacent property, the property shall be classified based on the use allowed by right in the existing zoning district that would require the greatest buffer.
- B. *Buffers at property line easement.* When a shared easement is located on a property line the required buffer shall be located on each side of the shared easement.

3.4.5 Required plant material:

- A. Where trees do not already exist they must be planted at a rate of one tree, at least two inches dbh, every 30 linear feet of buffer. The following list specifies recommended trees for this area. For buffers greater than 30 feet in depth required tree planting must come from the large tree list.
- B. Buffers in industrial zones must include understory plantings at a rate of on three gallon plant every five linear feet if sufficient understory foliage does not exist.

Large Trees >50' Suitable for areas with more than 400 square feet of total planting area; in a planting strip at least 16' x 25' or 20' x 20'						
Common/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Beech, American <i>Fagus grandifolia</i>	50-75' h 40-80' w	PS/FS	L	S	D	Native. Needs ample room above and below ground. Acid soil. Fruit attracts wildlife, no litter. Zones 4-9

Blackgum <i>Nyssa sylvatica</i>	65-75' h 25-35' w	PS/FS	H	S	D	Native. Soil pH below 6 best, texture tolerant, drought tolerant, wet soil tolerant. Fruit attracts wildlife, some litter. Zones 4-9
Cypress, bald <i>Taxodium distichum</i>	60-80' h 25-35' w	FS/PS	M	F	D	Native. Drought & wet tolerant. 'Knees' form in wet areas. Tolerates compaction. Zones 4-11
Cypress, pond <i>Taxodium ascendens</i>	50-60' h 50-60' w	PS/FS	H	F	D	Native. Soil adaptable below 7.5. Knobby 'knees' form in moist areas. Attracts wildlife. No litter. Zones 5-9
Hickory, pignut <i>Carya glabra</i>	50-65' h 30-40' w	PS/FS	M	M	D	Native. Soil texture adaptable. Drought tolerant. Nuts attract wildlife. Zones 4-9
Hickory, shagbark <i>Carya ovata</i>	60-80' h 25-35' w	PS/FS	H	S	D	Native. Soil texture adaptable. Abundant nuts attract wildlife. Shaggy bark attractive. Zones 4-8
Magnolia, Southern	60-80' h 30-40' w	PS/FS	M	M	E	Native. Soil adaptable. Bark is thin,

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<i>Magnolia grandiflora</i>						protect from mechanical injury. White showy blooms in spring & summer. Good cultivars. Zones 7-9
Maple, Red <i>Acer rubrum</i>	60-75' h 25-35' w	PS/FS	H	F	D	Native. Prefers acidic soil, texture tolerant, wet tolerant. Bark is thin. Fruit attracts wildlife. Many cultivars. Zones 4-9
Oak, laurel/darlington <i>Quercus laurifolia</i>	60-70' h 50' w	PS/FS	H	F	SE	Native. Soil adaptable. Roots will heave sidewalks. Acorns attract wildlife, creates some litter. Zones 6-10
Oak, live <i>Quercus virginiana</i>	60-80' h 60-120' w	PS/FS	H	M	E	Native. Soil adaptable. Roots will eventually heave sidewalks. Good wind resistance. Some litter. Zones 8-10
Oak, shumard <i>Quercus shumardii</i>	60-80' h 40-50' w	FS	M	F	D	Native. Soil texture adaptable, acidic. Urban tolerant. Acorns attract wildlife.

						Some litter. Zones 5-9
Oak, southern red <i>Quercus falcata</i>	60-80' h 60-70' w	FS	M	M	D	Native. Acidic soil, all textures, urban tolerant. Fruit attracts wildlife, no significant litter. Zones 7-9
Oak, scarlet <i>Quercus coccinea</i>	60-75' h 45-60' w	FS	M	M	D	Native. Acidic soil, all textures. Needs ample root space. Nuts attract wildlife. Some litter. Zones 5-8
Oak, swamp chestnut <i>Quercus michauxii</i>	60-70' h 30-50' w	PS/FS	M	M	D	Native. Acidic soil, all textures, occasional wet. Leaf litter persistent, acorns for wildlife. Zones 6-9
Oak, white <i>Quercus alba</i>	60-100' h 60-80' w	PS/FS	H	M	D	Native. Acidic soil, all textures. Protect roots from disturbances. Nuts attract wildlife. Some litter. Zones 3-9
Oak, willow <i>Quercus phellos</i>	60-75' h 40-60' w	FS	M	F	D	Native. Acidic soil, all textures, occasional wet, drought, urban tolerant. Nuts attract wildlife.

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						Some litter. Zones 5-9
Pine, loblolly <i>Pinus taeda</i>	50-80' h 30' w	FS	M	F	E	Native. Soil texture adaptable, acidic. Thick bark-resistant to fire. Needle drop prolific. Zones 6-9
Pine, longleaf <i>Pinus palustris</i>	60-80' h 30-40' w	FS	M	F	E	Native. Soil texture adaptable. Beautiful bark. Needle and cone drop prolific. Drought tolerant once established. Zones 7-10
Redcedar, eastern <i>Juniperus virginiana</i>	40-50' h 8-25' w	FS	H	F	E	Native. Soil pH and texture tolerant. Blue fruit attracts wildlife. Good wind break, urban tolerant. Zones 3-9
Sweetgum <i>Liquidambar styraciflua</i>	75' h 50' w	PS/FS	H	M	D	Native. Soil pH of 7.5 or less. Surface roots. Fruit attract wildlife, significant litter. Cultivar 'Rotundifolia' fruitless. Zones 5-9
Sycamore, American <i>Platanus occidentalis</i>	75-90' h 60-70' w	FS	L	F	D	Native. Soil pH and texture adaptable. Prefers moist soil. Roots

						may heave sidewalks. Showy bark. Zones 4-9
Tulip poplar <i>Liriodendron tulipifera</i>	80-120' h 25-40' w	FS	H	F	D	Native. Acidic soil, occasional wet. Avoid drought & salt. Showy greenish-yellow blooms in spring. Some leaf drop in high heat. Zones 4-9

KEY			
Sun/shade exposure:	Growth rate:	Pest resistance:	Type:
FS = Full sun	S = Slow (less than 1' per year)	H = High	D = Deciduous
PS = Part sun	M = Medium (1-2' per year)	M = Medium	E = Evergreen
S = Shade	F = Fast (more than 2' per year)	L = Low	SE = Semi Evergreen

Medium Canopy Trees: (Count for 550 square feet of area for planting—minimum two inches caliber)

Medium Trees 30' - 50' Suitable for spaces with 100 to 200 sqft of total planting space; in a planting strip at least 4-7 feet wide; or place at least 4' from pavement or wall.						
Common Name/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Birch, river <i>Betula nigra</i> 'Heritage	40-50' h 40-50' w	PS/FS	M	F	D	Native. Acidic soil. Drought sensitive in confined spaces. Roots need room. Cultivars available. Zones 3B-9
Holly, East Palatka <i>Ilex x attenuata</i>	30-45' h 10-15' w	FS	M	M	E	Florida natural hybrid. Urban &

						drought tolerant once established. Red berries attract wildlife. Zones 7-9
Holly, American <i>Ilex opaca</i>	40-50' h 15-25' w	FS	M	S	E	Native. Salt and drought tolerant once established. Red berries attract birds, no litter. Zones 5-9
Holly, Nellie R. Stevens <i>Ilex x</i>	20-30' h 10-15' w	FS	H	M	E	Hybrid. Soil texture tolerant. Needs male and female plants for berries. Drought tolerant. Showy red berries & deep green leaves. Zones 6-9
Holly, Savannah <i>Ilex x attenuata</i>	30-45' h 6-10' w	FS	M	M	E	Hybrid. Acidic soil, urban tolerant. Red berries attract birds, no litter. Zones 6-9
Magnolia, sweetbay <i>Magnolia virginiana</i>	40-50' h 15-25' w	PS	M	M	D	Native. Acidic soil. Tolerates wetlands. Flood & drought tolerant. Showy, white, fragrant

						flowers. Zones 5-9
Magnolia, Southern <i>Magnolia grandiflora</i>	30-50' h 15-30' w	FS	H	M	E	Native. Soil adaptable. White showy blooms in summer & early fall. Smaller leaves than species. Zones 6-9
Oak, overcup <i>Quercus lyrata</i>	35-50' h 35-50' w	FS	H	M	D	Native. Soil adaptable, wet & drought tolerant once established. Urban tolerant. Acorns attract wildlife, significant litter. Zones 5-9
Palm, cabbage <i>Sabal palmetto</i>	40-50' h 10-12' w	PS/FS	H	S	E	Native. Soil tolerant, frond and fruit litter messy. Needs irrigation until established as all cut roots die back. Southern region only. Zones 8B-11
Redbud, eastern <i>Cercis</i> 's <i>Canadensis</i> 'Forest Pansy'	20-30' h 15-30' w	PS	M	F	D	Native. Light, rich, moist soil, texture adaptable. Showy purple blooms in spring.

						Cultivar 'Texas White' good. Short lived. Zones 4-9
Silver bell, <i>Carolina</i> <i>Haleiwa</i> <i>Carolina</i>	20-40' h 15-30' w	PS/FS	H	M	D	Native. Acidic soil. Drought sensitive in full sun, roots need room. Showy white blooms in spring. Zones 5-8
Yellowwood, American <i>Cladastris</i> <i>kentukea</i>	30-50' h 40-50' w	PS/FS	H	M	D	Native. Needs pruning while young. White fragrant blooms. Tolerates urban conditions. Zones 4-8

KEY			
Sun/shade exposure:	Growth rate:	Pest resistance:	Type:
FS = Full sun	S = Slow (less than 1' per year)	H = High	D = Deciduous
PS = Part sun	M = Medium (1-2' per year)	M = Medium	E = Evergreen
S = Shade	F = Fast (more than 2' per year)	L = Low	SE = Semi Evergreen

Small Trees < 25' Useful under utility lines; areas with < 100 sf of total planting area; a planting strip with a width of at least 4'.						
Common Name/Scientific Name	Height & Width	Sun/Shade	Insect & Disease Resistance	Growth Rate	Deciduous Evergreen	Remarks
Cherry, Okame <i>Prunusx incamp</i> 'Okame'	15-25' h 20' w	PS/FS	M	M	D	Hybrid. Soil texture and pH adaptable. Roots need room. Pink

						showy blooms. Fruit attracts birds. Zones 7-9
Crape myrtle, Japanese <i>Lagerstroemia fauriei</i>	35-50' h 25-35' w	FS	H	M	D	Japan. Soil adaptable. Urban tolerant. White showy flowers. Beautiful bark. May be resistant to powdery mildew. Zones 6-9
Dogwood, flowering <i>Cornus florida</i>	20-30' h 20' w	PS	M	M	D	Native. Part shade. Drought sensitive, low salt tolerance, needs good drainage. White showy flowers. Horizontal branching pattern. Zones 5-9
Fringetree <i>Chionanthus virginicus</i>	12-15' h 10-15' w	PS/FS	M	S	D	Native. Acidic soil. Thin bark easily damaged. Urban tolerant. Showy white blooms in spring. Fruit attracts birds. Zones 4-9
Holly, yaupon <i>Ilex vomitoria</i> 'Pendula'	15-20' h 15-20' w	S/FS	M	M	E	Native. Soil & pH greatly adaptable. Urban tolerant. Thin bark.

						Red berries attract wildlife. Zones 7-10
Magnolia, Southern <i>Magnolia grandiflora</i> 'Little Gem'	20-25' h 10-15' w	PS/FS	M	M	E	Native. Soil adaptable. Bark is thin, protect from mechanical injury. White showy blooms in summer and early fall. Zones 7-9
Redbud, Oklahoma <i>Cercis reniformis</i> 'Oklahoma'	20-30' H 15-30' w	PS/FS	M	F	D	Native. Soil & pH adaptable, salt sensitive, showy thick leaves. Zones 5-9
Waxmyrtle <i>Myrica cerifera</i>	15-20' h 20-25' w	PS/FS	M	F	E	Native. Soil & pH adaptable, urban tolerant. Blue berries attract wildlife. Zones 8-11

KEY			
Sun/shade exposure:	Growth rate:	Pest resistance:	Type:
FS = Full sun	S = Slow (less than 1' per year)	H = High	D = Deciduous
PS = Part sun	M = Medium (1-2' per year)	M = Medium	E = Evergreen
S = Shade	F = Fast (more than 2' per year)	L = Low	SE = Semi Evergreen

(Amend. of 12-12-06; Ord. of 11-4-08; Ord. of 12-8-09, § 1; Ord. of 8-2-16, § 1(a))

3.5 Buildings on through lots.

Where a lot extends through from one street to another, the setback requirement for each such street shall be complied with and any building shall have dual facing. No accessory building or other structure shall be placed

on through lots if said structures would conflict with other building values or uses on the same street. On lots having frontage on more than two streets, the minimum front yard shall be provided in accordance with the provisions of this ordinance on at least two of the street frontages.

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.

(Amend. of 7-3-01(1))

3.7 Churches and schools.

Public schools shall be subject to the regulations set forth in section 5.3 of this appendix.

3.7.1 Schools, churches, and religious institutions shall be permitted in agricultural, single-family residential districts, agricultural residential districts, multifamily residential districts, general commercial districts, and neighborhood commercial districts provided that the following requirements are complied with:

3.7.1.1 Off-street parking shall be provided as set forth in section 3.30 of this appendix.

3.7.1.2 The principal building and accessory buildings shall comply with the yard and setback requirements of the district in which they are located.

3.7.2 Schools, churches, and religious institutions may be permitted in other districts only after recommendations of the planning board and approval by the county commissioners, which shall hold a public hearing on such request.

3.7A Conditional zoning.

3.7A.1. In deciding any application for an amendment to the zoning classification of a parcel of property or to the zoning map, the board of commissioners may, on their own motion or upon the recommendation of the planning board or the zoning administrator, grant the application subject to certain conditions deemed necessary by the board to promote and protect the health, safety, morality, and welfare of the county and to further the purposes of this ordinance. Such provisions shall be imposed for the benefit of the community to prevent or lessen any negative impact expected to result from the zoning reclassification or zoning map amendment.

3.7A.2. Conditions that may be adopted include, but are not limited to, conditions as to buffers, preservation of existing vegetation and tree cover, maximum density and/or number of lots, minimum lot size, setback restrictions, and property use restrictions. Such restrictions shall be binding upon the applicant and any successor in title.

3.7A.3. If the conditions under consideration by the board are unacceptable to the applicant, the applicant may withdraw its application without prejudice to the filing of a new application requesting a different zoning classification.

3.7A.4. Map amendments and zoning classification amendments approved conditionally shall be reflected on the zoning map by a notation indicating that the property has been conditionally zoned.

(Ord. of 12-14-99(1))

3.8 Conversion of dwellings.

The conversion of any building into a dwelling, or the conversion of any dwelling so as to accommodate an increased number of dwelling units or families, shall be permitted only within a district in which a new building for similar occupancy would be permitted under this ordinance, and only when the resulting occupancy will comply with the requirements governing new construction in such district with respect to minimum lot size, lot area per dwelling unit, percentage of lot coverage, dimensions of yards and other open spaces, and off-street parking. Each conversion shall be subject also to such further requirements as may be specified hereinafter within the article applying to such district.

3.8A Construction sites (portable toilets).

Portable toilet facilities, as approved by the building inspector, shall be furnished at all construction sites for which a building permit has been issued prior to the commencement of work. The building inspector is authorized to waive this requirement upon a showing that alternate sanitary facilities are available to workers at the site.

3.8B Construction sites (waste material).

All landowners, construction and demolition contractors, and other responsible persons for construction or demolition sites shall provide on-site refuse receptacles, bulk containers or detachable containers for loose debris, paper, building material wastes, scrap building materials, and other trash produced by those working on the site. All of the above-mentioned materials shall be containerized by the end of each day, and the site shall be kept in a reasonably clean and litter free condition. Dirt, mud, construction materials, or other debris deposited upon any public or private property as a result of construction or demolition shall be immediately removed by the landowners, construction and demolition contractors, and other responsible persons. Construction or demolition sites shall be kept clean and orderly at all times.

(Ord. of 10-1-19)

3.9 Deed restrictions.

These regulations shall not lessen any previous deed restrictions or restrictive covenants recorded with any deed, plat, or other legal document relating to the use of lot and building requirements. The person or agency in the capacity of administering and enforcing these regulations shall abide by any deed restrictions or restrictive covenants provided the restrictions are known.

3.10 Excavation of sand, gravel, or other material (for industrial or commercial use).

Excavation shall be considered a temporary use, and shall be permitted only in industrial and agricultural districts. Excavations shall not be nearer than 100 feet to any school, church, dwelling, or highway right-of-way.

3.11 Existing uses.

Nothing contained in this ordinance shall be deemed or construed to prohibit a continuation of any particular lawful use or uses of any land, building, structure, improvement, or premises legally existing in any of the respective districts at the time this ordinance becomes effective; provided, however, that if any such existing lawful use changes to a different use after the date of the adoption of this ordinance, such different use shall

(Supp. No. 27)

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conform to the provisions of this ordinance regulating the particular district in which said premises is situated. If any legally existing use or occupancy of a building or premises conflicts with any requirement of this ordinance or any of its amendments, such building shall not be moved, structurally altered, or added to except with the approval of the county commissioners.

All future building structures, repairs, alterations, or other improvements shall comply with all district requirements contained herein, and such structural provisions of the building code and other regulations as have been incorporated herein and made a part hereof, including any building on which construction has been suspended at the time this ordinance was adopted and any building for which foundations were not completed at said time.

No nonconforming building or structure shall be extended or enlarged except when authorized by the board of commissioners, which may permit one enlargement or extension up to 25 percent of the floor area of the structure as it existed at the time of passage of this ordinance.

3.12 Fences.

Except in planned manufactured home communities, industrial districts, and general and neighborhood commercial districts, no fence, wall, or screened structure, excluding plants and shrubbery, over ten feet in height shall be built within any yard.

3.13 Garbage disposal.

Garbage or other refuse shall be deposited only in approved garbage cans or in approved garbage disposal areas.

3.14 Government uses.

The board of county commissioners of Effingham County are not legally exempt from the provisions of this ordinance.

3.15 Home occupations.

"Home occupation" means an occupation or profession which is conducted entirely within a dwelling, which is carried on only by family members residing therein, which does not involve customers or clients coming onto the premises, and which is clearly incidental and secondary to the use of the dwelling for residential purposes.

Home occupations are permitted in the Agricultural Residential districts (AR-1 and AR-2) and Residential districts (R-1 and R-2), provided the following criteria are met:

- (a) Each home occupation must be approved by the zoning administrator before any activities in connection with the occupation begin.
- (b) "Home occupation" shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing or any use which will create noise, noxious odors, or any hazard that may endanger the health, safety, or welfare of the neighborhood.
- (c) A home occupation shall not create noise, dust, vibration, odor, smoke, glare, or electrical interference that would be detectable beyond the dwelling's structure.
- (d) A home occupation shall not allow customers or clients to come to the premises.
- (e) The dwelling in which a home occupation is conducted must be the bona fide residence of the principal practitioner thereof.

- (f) Home occupations shall be limited to no more than 25 percent of the total heated floor area of the residence or 500 square feet, whichever is less.
- (g) The proposed size of the home occupation shall be specified at the time of application to the zoning administrator.
- (h) Any additions or alterations to the residence which will be used for the home occupation must be of an architectural style in keeping with the surrounding residential and agricultural development.
- (i) There shall be no exterior evidence of a business being conducted on the premises. No outside storage or display, including signs, shall be allowed.
- (j) No more than two commercial ventures (home occupations, residential businesses, and/or rural businesses) shall be allowed in any residence at one time.
- (k) One business vehicle used exclusively by the resident is permitted. The vehicle shall be no larger in size than a pick-up truck, panel truck, or van and is limited in size to one-ton carrying capacity. The vehicle shall not have business identification (signs) on it when it is parked at the premises and will not have any equipment used in the business left on the vehicle in a manner that can be seen from the surrounding property.
- (l) Pick-ups from and deliveries to the site in regard to the business shall be restricted to vehicles having no more than two axles and shall be restricted to no more than two pick-ups or deliveries per day.

(Ord. of 12-14-99(2), § 1; Amend. of 12-14-04(1))

3.15A Residential businesses.

"Residential business" means an occupation or profession which is conducted entirely within a dwelling, which is carried on only by family members residing therein and by no more than one employee who does not reside therein, and which is clearly incidental and secondary to the use of the dwelling for residential purposes.

Residential businesses are permitted only in the AR-1, AR-2, and R-1 districts, provided the following criteria are met:

- (a) Each residential business must be approved by the planning board before any activities in connection with the occupation begin. The planning board may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties. The planning board shall hold a public hearing as provided in article IX of this ordinance.
- (b) Residential businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, or any use which will create noise, noxious odors, or any hazard that may endanger the health, safety, or welfare of the neighborhood.
- (c) The residential business shall not involve group instruction or group assembly of people on the premises.
- (d) The dwelling must be the bona fide residence of the principal practitioner at the time of the application and, if approved, the residential business shall be valid only as long as the original principal practitioner resides in the dwelling, is conducting the business and has a current business license.
- (e) Residential businesses shall be limited to no more than 35 percent of the total heated floor area of the residence or 700 square feet, whichever is less. The proposed size of the residential business shall be specified at the time of application.

- (f) Any additions or alterations to the residence which will be used for the residential business must be of an architectural style in keeping with the surrounding residential and agricultural development.
- (g) The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.
- (h) No outside storage or display shall be allowed.
- (i) Only one nonilluminated sign not to exceed one square foot is permitted, location to be approved by the zoning administrator.
- (j) No more than two commercial ventures (home occupations, residential businesses, and/or rural businesses) shall be allowed in any residence at one time.
- (k) Property on which the residential business is proposed must have frontage on a public road.
- (l) No customers or clients shall be permitted at the site unless sufficient off-street parking is provided and the location thereof approved by the zoning administrator.
- (m) Days of operation requiring access by the public, customers, and/or clients shall be Monday through Saturday, daylight hours only.
- (n) The principal practitioner will be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, a van or a light truck (up to one ton).
- (o) No utility trailer may be used in the operation of the business except upon approval by the zoning administrator. The request must include the proposed use and size of the trailer.

(Ord. of 12-14-99(2), § 2; Amend. of 12-14-04(1))

3.15B Rural businesses.

"Rural business" means an occupation or profession which is conducted either entirely or partially within a dwelling, which is carried on by a principal practitioner who at all times maintains said dwelling as his or her permanent residence, and which employs no more than one employee who does not reside therein.

Rural businesses are permitted as a conditional use only in Agricultural Residential (AR-1 and AR-2) districts, and a rural business may be permitted in said district only if it meets the following criteria:

- (a) Intent. A rural business shall be a small office or small-scale retail sales or service-type business which shall be secondary or incidental to the primary use of property for agricultural or residential purposes. Such business shall be primarily directed toward providing local or neighborhood service to the rural-residential area in which it is located. Rural businesses are intended to be of a smaller size, intensity, and scale than commercial uses which would be more commonly found in commercial or business zoning districts. Rural business activities may occur in an accessory structure detached from the principal residence or in a screened area outside of the dwelling. In addition, an applicant for a rural business must have established residency and be living in a residence upon the subject property prior to any application being filed for consideration by the zoning administrator. There are no restrictions on customers coming to the premises.
- (b) Each rural business must be reviewed by the planning board and approved by the board of commissioners before any activities in connection with the occupation begin. The planning board may recommend to the board of commissioners that conditions be imposed to insure the orderly operation of the proposed business and its compatibility with the surrounding properties. The board of commissioners may place reasonable conditions on the proposed use as deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.

The planning board and board of commissioners shall hold public hearings as provided in article IX of this ordinance.

- (c) 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.
- (d) Any additions or alterations to the residence which will be used for the rural business must be of an architectural style in keeping with the surrounding residential and agricultural development. Any structure built to house the business must be located to the side or rear of the residence, unless it is at least 100 feet from the front property line and meets all applicable side and rear setbacks. The structure must be readily and easily usable for customary agricultural and residential uses.
- (e) Any outside area in which the business is conducted, other than parking area, shall be completely enclosed in a manner that the business is not visible from surrounding property.
- (f) Only one nonilluminated sign not to exceed 16 square feet is permitted, location to be approved by the zoning administrator. Said location must be at least 15 feet from all property lines.
- (g) No more than two commercial ventures (home occupations, residential businesses, and/or rural businesses) shall be allowed in any residence at one time.
- (h) Property on which the rural business is proposed must have frontage on a public road.
- (i) Parking for customers/clients must be provided on-site, and the location of the parking approved by the zoning administrator.
- (j) Days and hours of operation requiring access by the public, customers and/or clients shall be Monday through Saturday, daylight hours only.
- (k) Rural business shall be located on property containing at least three acres of land.
- (l) Uses permitted (as rural businesses):
 - 1. Offices;
 - 2. Beauty shops, barber shops;
 - 3. Retail sales or services of a specialty nature, such as antique shops, specialty food shops, custom furniture stores, custom-made sporting goods shops, and meat cutting as a retail service to the public provided, however, that no slaughtering or wholesale meat cutting or processing is permitted;
 - 4. Small repair shops for appliances, machinery, farm equipment, or automobiles with the following limitations:
 - a. Repair shops shall not create noise, noxious odors, or any hazard which would adversely affect the health, safety, or welfare of the adjoining property owners or the neighborhood in general;
 - b. Repair shops shall operate during daylight hours only;
 - c. No more than two vehicles shall actually be serviced, actively worked on, or repaired at any one time. Any pieces of machinery equipment or vehicles stored for service or awaiting pick-up after servicing shall be parked within an area reserved for that purpose (maximum 1,000 square feet) and designated at the time of approval by the board of commissioners.

The storage area must be located to the side or rear of the shop building unless normal operation would generate large amounts of vehicular traffic.

(m) Uses not permitted as rural businesses:

1. Any use which clearly is out of scale or character with an agricultural or residential area.

(Ord. of 12-14-99(2), § 3; Amend. of 12-14-04(1))

3.16 Junk yards.

3.16.1 All junk yards shall be completely screened from roads or developed areas with a solid fence or wall a minimum of seven feet, maintained in good condition as determined by the governing authority, and painted except for masonry construction, or with suitable evergreen plantings. Refer to section 3.4 for additional requirements.

3.16.2 No operations shall be conducted which shall cause a general nuisance or endanger the public health.

3.16.3 All existing junk yards shall comply with these requirements within one year of the date of this ordinance, or shall then terminate their operation.

3.16.4 Wrecked automobiles shall be stored in an orderly manner with an adequate area for maneuvering provided within the property boundaries. All loading and unloading shall occur within the property boundaries and no trucks delivering or picking up the wrecked automobiles shall park in the public road or public road rights-of-way. Under no circumstances may wrecked automobiles be stacked and at no time may any storage yard contain more than 50 wrecked automobiles. Further, all wrecked automobiles shall be free of all motor fuels and fluids including, but not limited to, gasoline, diesel fuel, oil, brake fluid, engine coolant and transmission fluids.

(Ord. of 11-5-19)

3.16A Shipping container facility.

3.16A.1 Buffers. A shipping container facility shall be subject to the buffer requirements for heavy industrial uses pursuant to section 3.4, buffers. A variance to the buffer requirements may be requested, according to the following:

- (a) The width of the vegetative buffer required in HI-Heavy industrial may be reduced six feet for every one foot of berm height.

3.16A.2 Facility operation limitations. All repairs, with the exception of general maintenance and minor repairs, shall only occur within an enclosed building.

3.16A.3 Signs. All signage shall meet the requirements for signs in industrial districts per part II, chapter 62-signs, article III, section 3.38, signs.

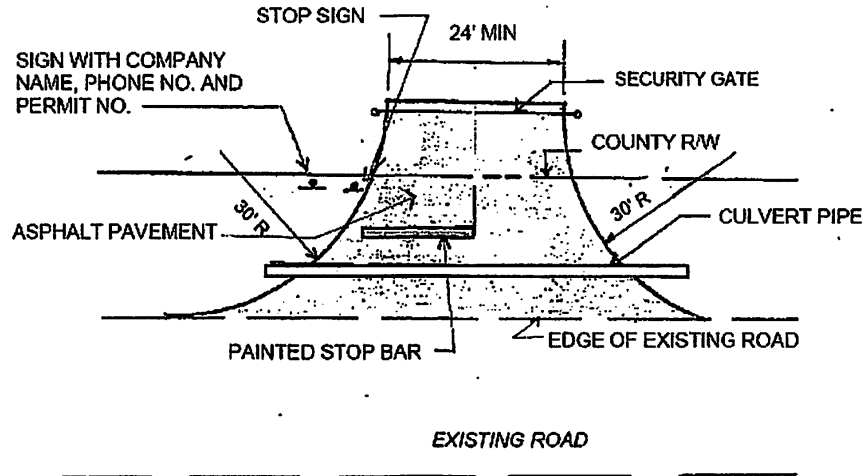
3.16A.4 Parking and access. Parking and access for customers and employees must be provided on-site, pursuant to section 3.30, off-street access control and parking.

3.16A.5 Hours of operation. Days and hours of operation requiring access by customers and/or clients shall be Monday through Saturday, daylight hours only, except in cases of emergencies, natural disasters, or required maintenance.

3.16A.6 Uses permitted. Shipping container storage, including offices related to the business operations.

- 3.16A.7 *Uses not permitted:* Any use which is ineligible for state or local permits, or a county occupational tax license.
- 3.16A.8 *Performance standards.* Shipping container storage facilities are subject to section 5.12.4, performance standards.
- 3.16A.9 *Approval.* A shipping container facility conditional use application shall be submitted for review by the planning board and approval by the board of commissioners.
- 3.16A.10 *Transportation network and road impacts.*
- (a) A traffic impact study shall be required, pursuant to the county traffic impact study requirements.
 - (b) All vehicles entering and exiting the site are subject to section 74-8, designated truck routes.
 - (c) The property on which the shipping container facility is proposed must have frontage on a paved roads built to county or GDOT standards.
 - (d) No shipping container facility operators or transportation partners, customers, etc., shall damage any portion of a county road or right-of-way or cause a road to become impassable or unsafe to normal passenger traffic.
- 3.16A.11 *Minimum requirements for operating a shipping container facility using a county road access:*
- (a) Entrance drive/road into shipping container facility property is to be paved from edge of existing road to county right-of-way or to radius point. Pavement is to be at minimum eight inches thick graded aggregate base course with three inches thick asphalt surface course.
 - (b) Pavement section is to be 24-foot minimum width at county right-of-way, with a 30-foot radius on each side.
 - (c) Figure 1 of this section illustrates the shipping container facility entrance road requirements.
 - (d) A driveway culvert is to be installed if the right-of-way contains a roadside ditch or drainage swale, to allow for the continuation of drainage control along the right-of-way.
 - (e) The shipping container facility operator must install a sign facing the county road. The sign shall include the following information:
 1. Operator/company name, and
 2. Operator/company phone number.
 - (f) "Trucks Entering Road" signs are also to be installed at locations to be determined by the county engineer. A "Stop" sign is to be placed in the right-of-way to control trucks entering a county road from the shipping container facility.

Figure 1 Shipping Container Facility Entrance Road Requirements



(Ord. of 1-3-23(2))

3.17 Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands.

3.17.1 The following activities shall be subject to review by the county planning board:

1. Excavation of land, or removal of earth that exceeds one acres of disturbed area.
2. Removal of earth or like material from the subject site to another parcel.
3. Filling of land and/or state/federal jurisdictional waters or wetlands.

If any item above meets the project criteria, review by the planning board and approval by the board of commissioners is mandatory.

3.17.2 *Excavation, mining, and fills of land and/or state/federal jurisdictional waters or wetlands.* Excavation, mining, and fills of land and/or state/federal jurisdictional waters or wetlands that are associated with a specific project that has been approved by the board of commissioners that comply with all other regulations set forth in this ordinance are exempt from section 3.17.

3.17.3 *Requirements for submittal for planning board and/or staff review.*

1. Application and checklist.
 - a. Applications and checklist may be obtained from the development services office.
 - b. Application and checklist must be complete and submitted with the all required information.
 - c. Fees in accordance with the county schedule of fees must be paid at the time of application submittal.
2. Excavation activities that have greater than one acre of disturbed area must obtain a state mining permit. A copy of the approved state mining permit must be submitted to the development services office prior to work commencing.
3. Any excavation activity between one acre and ten acres that requires a state mining permit, or is a GDOT-approved borrow-source or pit for a GDOT-approved project, may be permitted as a conditional use in the AR-1 and AR-2 zoning districts, upon approval of the board of commissioners, and after review by the planning board.

4. Any excavation activity greater than one acre of disturbed area may be permitted in the PD-MR zoning district. Excavation activities that have greater than ten acres must be permitted in PD-MR.

3.17.3A Requirements for approval and final inspection.

1. Pond of less than one acre of disturbed area. Construction of the pond shall cease within six months of approval date. The pond may be subject to a final inspection.
2. For any excavation activity between one acre and ten acres that is approved as a conditional use in AR-1 or AR-2, and requires a state mining permit, or is a GDOT-approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required. Excavation activities shall cease within three years of DNR or GDOT approval date. Extension of excavation activities beyond three years will require approval by the board of commissioners, after review by the planning board. Business operator shall maintain an annual occupation tax certificate, pursuant to article II, business and occupation tax, for a license to operate a surface mine. Applicant shall submit a survey of the completed excavation site to development services. A final inspection is required. All DNR reclamation requirements shall be met.
3. For any excavation activity greater than one acre that requires a state mining permit and is permitted in PD-MR, or is a GDOT-approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required. Excavation activities shall cease within five years of DNR or GDOT approval date. Extension of excavation activities beyond five years shall require approval by the board of commissioners, after review by the planning board. Business operator shall maintain an annual occupation tax certificate, pursuant to article II, business and occupation tax, for a license to operate a surface mine. Applicant shall submit a survey of the completed excavation site to development services. A final inspection is required. All DNR reclamation requirements shall be met.

3.17.4 Construction requirements.

1. All projects must comply with best management practices as outlined in the "Manual for Soil and Sediment Control in Georgia" as specified in O.C.G.A. § 12-7-6.
2. Side slopes of any excavated area must be constructed at a 3:1 slope (one foot in elevation change per three feet of horizontal distance) from the top of the excavation to the bottom at all times during construction and at completion of the excavation.
3. All disturbed areas will have a permanent stand of grass established at completion.
4. No digging and hauling activities shall take place except between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. A project of regional significance may be permitted alternative hours of operation, upon review and approval by the county manager or his designee.
5. Unless a pond/excavation is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line. Excavations shall not be nearer than 100 feet to any school, church, dwelling, or highway right-of-way. This section shall serve as the buffer requirements for surface mining operations
6. The limits of excavation of the pond shall be located at a distance from the nearest access easement or utility easement, as follows:
 - a. For pond depths of ten inches or less, the limits of excavation of the pond shall be 20 inches from the nearest access easement or utility easement; and
 - b. For every additional five-inch depth of pond, the additional distance from the nearest access easement or utility easement shall be ten inches.
7. All wetland impacts must be approved by the USACE.

8. The construction entrance and roadway shall be designed and built pursuant to GSWCC Construction Exit Guidance (2016 Edition). The roadway shall extend a minimum of 50 feet into the mine site from the paved entrance.

(Ord. of 7-5-05; Ord. of 8-2-16, § 1; Ord. of 9-15-20 ; Ord. of 1-3-23(1))

3.17A Ponds—Construction.

- No digging and hauling activities shall take place except between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- Unless a pond is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line.
- No pond shall be located less than ten feet from the nearest access or utility easements.
- The pond sides shall be sloped at a 3 to 1 run to rise ratio.
- All wetland impacts must be approved by the USACE.
- All digging and hauling operation must be completed within six months.

(Ord. of 9-4-07, § 1(b))

3.18 Land subject to flooding.

No building or mobile home shall be moved into or constructed in a floodprone area unless the first floor elevation, including all mechanical and electrical equipment, ductwork, and any basement, is one foot above the highest elevation at that location expected to be flooded in a 100-year flood. These requirements shall be enforced in accordance with the county floodplain management ordinance.

3.19 Living units in zones other than residential.

Dwellings shall not be permitted in any industrial district as a principal use. However, living units may be established conditionally within an industrial district, provided that such living units are accessory to the industrial use and have direct access to an abutting street.

(Ord. of 12-8-09, § 1)

3.20 Minimum living area.

No single or multiple-family living unit shall be constructed with a total living area of less than 525 square feet; provided, however, that a special exception to the minimum living area requirements shall be granted for the construction of efficiency type apartments having no separate bedroom if it is established that the granting of such exception will not adversely affect the interest of the general public or the character of the surrounding neighborhood. Application for any such special exception shall be made to the planning board, which shall forward its recommendations to the county commissioners for their action. The planning board may require the submission of plans in connection with such applications and may impose such additional requirements as a condition of the granting of the request as it deems reasonable and appropriate. (This section shall not apply to mobile homes meeting all other requirements of this ordinance.)

3.21 Mobile homes, trailers, mobile home parks, and trailer parks.

No trailer, manufactured home, industrialized home, or mobile home shall be parked outside of a campsite/RV park or planned manufactured home community unless specifically permitted in a particular zoning district to provide living quarters or space for the conduct of a business. A trailer, manufactured home, industrialized building, or mobile home may be used temporarily for office purposes during the construction of a principal building or road upon the issuance of a temporary permit by the zoning officer. Notwithstanding the foregoing, any owner of camping and recreational equipment, including but not limited to travel trailers, pick-up coaches, motorized homes, and boat trailers, may park or store such equipment on private residential property subject to the following conditions:

- 3.21.1 Such parked or stored camping and recreational equipment shall never be occupied or used for living, sleeping, or housekeeping purposes.
- 3.21.2 If the camping or recreational equipment is parked or stored outside of a building, it shall be parked or stored, if possible, to the rear of the front building line of the lot.
- 3.21.3 Notwithstanding the provisions of subsection 3.21.2 above, camping and recreation equipment may be parked anywhere on the premises while actually being loaded or unloaded.

3.21A. Mobile and manufactured homes septic tank installation.

Any certificate of occupancy and any building permit issued for a mobile home or manufactured home may be revoked by the zoning administrator 30 days or more after issuance of such certificate or permit upon a determination that the mobile home or manufactured home has not been connected to a properly functioning septic tank or sewage system, duly approved by the county health department.

3.22 Reserved.

3.23 Moving of buildings.

Whenever a building is moved from any location to a site within Effingham County, the building shall immediately be made to conform to all provisions of the building, plumbing, and electrical codes, if any, and this ordinance. The person causing the building to be moved shall secure a building permit from the zoning office.

3.24 Nonconforming buildings or structures.

- 3.24.1 Any lawful use of any dwelling, building, or structure existing as of July 5, 1988 may be continued, even though such use does not conform to the provisions hereof. If no structural alterations are made, a nonconforming use may be changed to another nonconforming use of a more restricted classification. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use. No nonconforming building or structure shall be extended or enlarged except when authorized by the county commissioners, who may permit one enlargement or extension up to 25 percent of the floor area of the structure as it existed as of July 5, 1988.
- 3.24.2 Whenever the use of a building shall become nonconforming through a change in the zoning ordinance or the district boundaries, such use may be continued, and if no structural alterations are made, may be changed to another nonconforming use of the same or a more restricted classification.
- 3.24.3 A nonconforming use of a building or portion thereof that is discontinued for a continuous period of six months shall not be reestablished except in conformity with the regulations of the district in which such building is located.

- 3.24.4 A nonconforming building, other than a single-family dwelling, which has been damaged by fire, explosion, act of God, or act of war to the extent of more than 60 percent of its reproduction value at the time of damage shall not be restored except in conformity with the regulations of the district in which it is located. When damage is less than 60 percent of its reproduction value, a nonconforming building may be repaired or reconstructed and used as before the time of damage, provided such repairs or reconstruction are completed within one year of the date of such damage.
- 3.24.5 Subject to the limitation set forth in section 2.55.2 of this ordinance, a nonconforming single-family dwelling which has been damaged or destroyed by fire, explosion, act of God, or act of war may be repaired, reconstructed, or replaced with a nonconforming structure of the same dimensions and used as before the time of damage, provided such repair, reconstruction, or replacement is completed within one year of the date of such damage and provided that the structure meets all applicable county building and permitting requirements.
- 3.24.6 A nonconforming structure located on a lot in any district, when once removed, shall not be relocated on such lot and shall not be replaced with another nonconforming structure except as otherwise permitted by this ordinance.

3.25 Nonconforming lots.

- 3.25.1 *Remedies.* Where two or more nonconforming lots with continuous frontage are under the same ownership or where a nonconforming lot has a continuous frontage with a larger tract under the same ownership, such lot or lots shall be combined to form one or more building sites meeting the lot requirements of the district in which they are located.
- 3.25.2 *Dwellings on nonconforming lots.* A building permit may be issued for a single-family dwelling on any nonconforming lot, excluding substandard lots, provided that the remedies set forth in this section cannot be complied with and provided that the regulations of the district in which the lot is located are met.
- 3.25.3 *Nonconforming uses of land.* The nonconforming use of land not involving any principal building or structure existing on the effective date of this ordinance may be continued for a period of not more than three years; provided, however, that no such nonconforming use of the land shall in any way be expanded or extended either on the same or adjoining property. If such nonconforming use of land or any portion thereof is discontinued or changed, any future use of such land shall be in conformity with the provisions of this ordinance.
- 3.25.4 *Dwellings on substandard lots.* The county commissioners may authorize the issuance of a building permit for a single-family dwelling for a substandard lot only after it has been determined that remedies as set forth in this section cannot be complied with. The county commissioners may also grant variances to lot and building requirements in cases of hardship, if conditions detrimental to the public health, safety, and welfare are not caused.

3.26 Nonconforming use of buildings and structures.

Use of any building or structure not in conformance with these regulations pertaining to uses permitted on the effective date of this ordinance may not be:

- 3.26.1 Changed to another nonconforming use except where it is determined by the county commissioners that the design, construction, and character of the building is suitable for uses permitted in the district in which such nonconforming use is situated.
- 3.26.2 Reestablished after discontinuance for six months except where it is determined by the county commissioners that the design, construction, and character of the building is unsuitable for conforming uses.

3.26.3 Extended, enlarged, or expanded except when authorized by the county commissioners who may permit one enlargement or extension up to 25 percent of the floor area of the structure as it existed at the time of passage of this ordinance.

3.27 Nursing homes.

Nursing homes shall include convalescent homes, homes for the aged, and such other activities designed to take care of the aged or persons unable to care for themselves without supervision or assistance. Nursing homes shall be permitted as a conditional use in any multifamily residential district. Such uses shall comply with all regulations applicable to the district. Such uses shall comply with the off-street parking requirements set forth in this article. In addition, such uses shall meet the minimum requirements as set forth by state or federal agencies regulating such activities and shall, upon application for either building permit or occupancy certificate, provide certificates indicating approval by such state and federal agencies.

3.28 Obstruction to vision at road intersections and driveways.

3.28.1 The minimum development standards set forth in this section shall apply to land abutting streets, street intersections, and driveways delineated as follows:

- (a) The triangle bounded on two sides by the intersecting right-of-way lines, measured 40 feet in each direction from the point of intersection, and on the third side by the diagonal line connecting the ends of the 40-foot sides, as illustrated in Figure 1.
- (b) The triangles bounded on two sides by the intersection of a private driveway, measured 40 feet along the road right-of-way and 12.5 feet along the private driveway. This shall apply to each side of the private driveway.
- (c) Additional sight distance requirements may be imposed on streets and roads maintained by Effingham County or the State of Georgia based on design speed and Institute of Transportation Engineers and American Association of State Highway Transportation Officials standards.

3.28.2 Within the triangles identified in subsection 3.28.1 above, and except as provided in subsection 3.28.2 below, no structure, sign, plant, shrub, tree, berm, fence, wall, or other object of any kind shall be installed, constructed, set out or maintained so as to obstruct cross-visibility at a level between 30 and 120 inches above the level of the center of the street intersection or driveway.

3.28.3 The restrictions of this section shall not apply to:

- (a) Existing natural grades which, by reason of natural topography, rise 30 or more inches above the level of the center of the adjacent intersection;
- (b) Trees having limbs or foliage trimmed in such a manner that no limbs or foliage extend into the area between 30 and 120 inches above the level of the center of the abutting intersection; or
- (c) Fire hydrants, public utility poles, mailboxes, street markers, governmental signs, and traffic control devices.
 - (1) All items listed in (c) above, shall be installed and maintained in accordance with approved standards.

3.28.4 In other than 90 degree intersections or where grades mandate, the Effingham County Building and Zoning Department in coordination with the public works department may impose additional sight triangles under standards adopted by the American Association of State Highway Transportation Officials.

3.28.5 The director of building and zoning shall investigate violations, issue notices and orders, and perform other duties required for enforcement under this section.

3.28.6 The director of building and zoning, with the concurrence of the public works director, may, based on design speed and Institute of Transportation Engineers and American Association of State Highway Transportation Officials standards, reduce or waive all or part of these requirements of this section where a waiver could not constitute a traffic hazard or a condition dangerous to public safety. A decision by the director of building and zoning may be appealed to the board of commissioners.

3.29 Offensive color, designs, smoke, noise, etc.

Nothing shall be allowed on the premises in any district which would in any way be offensive or obnoxious by reason of the emission of odors, liquids, gas, dust, smoke, vibration, or noise; nor shall anything be placed, constructed, or maintained that will in any way constitute an eye-sore or nuisance to adjacent property owners, residents, or to the community. All uses must satisfactorily comply with the requirements of the state department of natural resources as required by the United States Environmental Protection Agency.

3.30 Off-street access control parking and loading.

In all districts off-street parking facilities shall be provided and properly maintained, as set forth in this section for any building which is hereafter erected, enlarged, or increased in capacity. Such facilities shall be made available for public use.

3.30.1 *[Generally.]* In order to promote the safety of motorists and pedestrians and to minimize traffic congestion and conflict by reducing the magnitude of and the number of points of contact, the following regulations shall apply:

3.30.1.1 A point of access, that is, a driveway or other opening for vehicles onto a public street, shall be a minimum of 12 feet in width and not exceed 25 feet in width, except as otherwise provided in this section.

3.30.1.2 The maximum number of points of access permitted onto any one street shall be as follows:

Lot Width Abutting Street	Maximum Number of Points for Access
Less than 65 feet	1
65 feet to 200 feet	2
Greater than 200 feet	2 plus 1 for each additional 200 feet or fraction thereof.

3.30.1.3 In lieu of any two openings permitted on any one street, there may be permitted a single point of access up to 35 feet in width. However, service stations shall be permitted two openings, not to exceed 35 feet each in width along any abutting public street, provided that such property abuts such street for a distance of not less than 120 feet.

3.30.1.4 There shall be a minimum distance of 12 feet between any two openings onto the same street.

3.30.1.5 No point of access shall be allowed within 20 feet of the intersection of the right-of-way lines of any two local streets, nor within 30 feet at an intersection of a state or federal highway.

3.30.1.6 No curbs shall be cut or altered and no point of access or opening for vehicles onto a public street shall be established without a permit issued by the commissioners under the supervision of the county road superintendent.

3.30.2 *Size and access.* Each off-street parking space shall have an area of not less than 180 square feet exclusive of access drives or aisles and be in usable shape and condition, except in the case of dwellings, and shall have no parking area containing less than three spaces. There shall be adequate ingress and egress to all parking spaces. Where a lot does not abut on a public or private alley or easement or access, there shall be provided an access drive leading to the parking or storage areas or loading spaces. Such access drive shall be not less than 12 feet in width in the case of a dwelling, and not less than 20 feet in width in all other cases.

Access to off-street parking areas shall be limited to several well-defined locations, and in no case shall there be unrestricted access along the length of a street or alley.

3.30.3 Number of parking spaces required. The number of off-street parking spaces required are set forth in the following table. Where the use of the premises is not specifically mentioned, requirements for similar uses shall apply.

Uses	Required Parking
Automatic laundry	1 for each laundry machine
Automobile sales and service garage	1 for each 400 square feet floor area
Banks/Professional offices	1 for each 300 square feet floor area
Bowling alleys	4 for each alley
Churches, temples, or places of worship, funeral homes, schools, public buildings, theaters, auditoriums, areas, and places of assembly, private clubs, community buildings, social halls, and lodges	1 for each 4 seats of maximum seating capacity in principle assembly area or 1 for each 17 classroom seats, whichever is greater
Country clubs, golf clubs, gun clubs, tennis clubs, and organizations designed to provide outdoor sporting or recreational activities	1 for each 5 members
Dental offices	2 for each dentist
Driving ranges and golf courses	2 for each tee
Dwellings—single-family	2 for each unit
Dwellings—multiple-family	1½ for each unit
Food store, supermarket	1 for each 200 square feet floor area
Funeral homes, mortuaries	20 for each parlor
Furniture, appliance stores	1 for each 200 square feet floor area
Hospitals, sanitariums, and nursing homes	1 for each 2 patient beds
Hotels and motels	1 for each guest room plus 1 for each 3 employees
Manufacturing, industrial plant, research laboratory, bottling plants	1 for each 2 employees on largest shift plus 1 for each company vehicle
Manufacturing and industrial concerns with retail business on premises	1 for each 2 employees on largest shift plus 1 for each 150 square feet devoted to sales or service
Medical offices	10 for each doctor
Restaurants, beer parlors, nightclubs	1 for each 2.5 seats plus 1 for each 3 employees
Retail stores and shops	1 for each 300 square feet floor area
Roominghouses, boardinghouses, dormitories, fraternities, and sororities	1 for each 2 beds
Service station	2 for each pump
Sports arenas, auditoriums, theaters, assembly halls	1 for each 3.5 seats
Trailer or monument sales or auctions	1 for each 2,500 square feet of lot area
Wholesale and warehouse concerns	1 for each 2 employees, plus 1 for each 50 square feet of retail sales or service

3.30.4 Location of off-street parking spaces.

3.30.4.1 Such parking spaces as required in this section shall in no part exist upon and no portion of any vehicle shall overhang the right-of-way of any public road, street, alley, or walkway. There shall be no off-street parking in the front yards of residential districts except as normally exists in driveways.

- 3.30.4.2 The parking spaces for all dwellings shall be located on the same plot as the main building.
- 3.30.4.3 Parking spaces for all other uses shall be provided on the same plot with the main building or not more than 300 feet in distance, as measured along the nearest pedestrian walkway, provided that such area is under the same ownership as the principal use. The applicant for a building permit which proposes to use an area for off-street parking in order to meet the requirements of this ordinance and in accordance with the provisions of this subsection shall submit evidence of a restrictive covenant running with the land to be used for off-street parking purposes stating that such land shall not be encroached upon, used, sold, leased, or conveyed for any other purpose until such time as the principal building ceases to be required to provide such off-street parking facilities.
- 3.30.4.4 Parking requirements for two or more uses of the same or of different types may be provided by the establishment of the required number of spaces for each use in a common parking area when under the same ownership. Accessory uses shall not be required to have additional parking spaces other than those required by the principal use.
- 3.30.4.5 Off-street parking areas may be situated in any residential district abutting any commercial district or industrial district to a depth not exceeding 120 feet, provided that all off-street parking lot improvements as provided in section 3.30.5 of this article are complied with.

3.30.5 Parking lot improvement requirements. Any off-street parking lot of five or more parking spaces serving any use other than dwellings of four units per building or less shall meet the following off-street parking lot improvement requirements. Certain types of developments can obtain an exemption from the parking lot tree requirements listed in this section. These include, but are not limited to: warehouse loading and unloading areas, tractor-trailer parking, container storage yards, car dealerships, etc. Any exemption to the parking lot requirements must be approved by the zoning administrator prior to issuance of a LDA permit.

3.30.5.1 Screening and landscaping. Off-street parking areas for more than five vehicles and off-street loading areas shall be effectively screened on each side which joins or faces residential or industrial premises situated in any residential district.

1. In addition to required buffer planting trees from the large tree list (see buffer ordinance) which are at least two-inch dbh shall be provided and maintained at a ratio of one tree for every 12 spaces.
2. All landscape islands shall be at least as large as the adjoining parking spaces.
3. There shall be a minimum of curb radii of three feet required on the corners of all landscape islands and medians to allow for free movement of motor vehicles around planting materials. Although innovative storm water management techniques are strongly encouraged, all islands and medians shall have raised curbs unless other storm water management techniques are approved by the zoning administrator.
4. At the end of all rows of parking a terminal landscape island or area shall be provided to protect parked vehicles, confine moving traffic to aisles and driveways, and provide space for landscaping. A terminal island for a single row of parking spaces shall be planted with at least one tree. A terminal island for a double row of parking spaces shall contain two large trees.

3.30.5.2 Surfacing for all retail sales and services, business services, and professional services. Off-street parking areas for all retail sales and services, business services, and professional services serving the general public and having access to and abutting a paved street shall be provided with a hard surface, all-weather pavement of asphalt or cement and shall be so graded and drained to provide for the adequate runoff and disposal of surface water.

3.30.5.3 *Lighting.* Where lighting facilities are provided for the parking area, they shall be designed and installed so as to reflect the light away from any contiguous residentially zoned property.

3.30.6 *Off-street loading requirements.*

3.30.6.1 Every hospital, institution, commercial, or industrial building, or similar use having a floor area of 20,000 square feet or more and requiring receipt or distribution by vehicle of materials or merchandise shall have at least one permanent off-street loading space for each 20,000 square feet of gross floor area or fraction thereof immediately adjacent to the principal building.

3.30.6.2 Every building which requires the receipt or distribution of material and/or merchandise by motorized vehicles shall provide off-street loading berths in accordance with the following table:

Off-Street Loading Space Requirements

Uses	Square Feet of Floor Area	Required Off-Street Loading Berths
Schools	15,000 or more	1
Hospitals (in addition to space for ambulance)	10,000—300,000	1
	For each 1 additional 300,000 or major fraction thereof	1 additional
Undertakers and funeral parlors	All funeral homes	1
Hotels, offices, and multi-dwellings	10,000 or more	1
Commercial, wholesale, manufacturing, and storage	10,000—25,000	1
	25,000—40,000	2
	40,000—60,000	3
	60,000—100,000	4
	For each additional 50,000 or major fraction thereof	1 additional

3.30.6.3 Every off-street loading and unloading space shall have direct access to the public street or alley and shall have the following minimum dimensions: length, 30 feet; width, 12 feet; height, 14 feet.

(Ord. of 12-8-09, § 1)

3.31 Overhanging or extruding projections.

In single-family residential districts, multifamily residential districts, and planned manufactured home community districts, every part of a required yard or court shall be open from its lowest point to the sky, unobstructed except for the customary ornamental features and eaves; provided, however, that none of the above projections shall extend into a required yard more than four feet. Open or enclosed fire escapes, outside stairways, balconies, chimneys, flues, or other projections shall not extend into any required yard except that uncovered steps may project not more than four feet into the required yard.

(Amend. of 4-4-00(23); Ord. of 12-8-09)

Sec. 3.32 On street parking.

3.32.1 Within any R district no trucks or trailers in excess of one ton capacity shall be parked for storage purposes, including overnight, on any public right-of-way.

3.32.2 Dumpsters and temporary storage units may not be placed on any roadway open to the public.

3.32.3 Parking is allowed on local streets only. If they have a pavement width of at least 28 feet then parking is allowed on one side of the road. If they have a pavement width of at least 36 feet then parking may be allowed on both sides of the road.

(Ord. of 1-19-16, § 1)

3.33 Performance standards.

These performance standards shall apply to all nonresidential uses.

3.33.1 *Smoke, dust, and dirt.* All emissions of visible smoke, dust, dirt, fly-ash, or any particulate matter from any pipes, vents, or other openings from any other source shall conform to state and federal standards.

3.33.2 *Fumes, vapors, and gases.* All emissions of any fumes, vapors, or gases of a noxious, toxic, or corrosive nature which can cause any damage or irritation to health, animals, vegetation, or to any form of property shall conform to state and federal regulations.

3.33.3 *Sewerage.* There shall be no discharge at any point of liquid or solid waste into any public sewage disposal system which will overload such system or create detrimental effects in the flow and treatment of public sewage.

There shall be no treatment of public sewage. There shall be no discharge of any industrial wastes into any private sewage disposal system, stream, or into the ground of any kind or nature which would contaminate any water supply or otherwise cause emission of dangerous or objectionable elements or conditions. There shall be no accumulation of solid waste conducive to the breeding of rodents or insects.

3.33.4 *Odors.* There shall be no emission of odorous gases or other odorous matter in such quantities as to be offensive, obnoxious, or unpleasant beyond the property line on which the principal use is located. Any process including the preparation of food which may involve the creation and emission of any such odor shall be provided with a primary and secondary safeguard system so that odor control may be maintained in the event of failure of the primary safeguard system. Any odorous matter shall be kept a minimum of 1,500 feet from any residence, school, hospital, or church, and any commercial district.

3.33.5 *Noise.* The permitted level of noise or sound emission at the property line of the lot on which the principal use is located shall not at any time exceed the average noise level prevailing for the same hour as generated by streets and traffic activity. The determination of noise level shall be measured with a sound level meter that conforms to specifications published by the American Standards Association.

3.33.6 *Glare.* There shall be no direct glare visible from any residential district caused by unshielded floodlights or other sources of high intensity lighting.

3.34 Permitted building area.

The principal building on any lot or parcel of land shall be erected within the area bound by the building lines established by setback of yard requirements. Accessory buildings may be erected within any building line established for the principal building and in required rear yards as may be otherwise provided in these regulations.

3.35 Principal building on a lot.

Except in planned manufactured home communities and in the AR-1 district as provided in these regulations, only one principal building and its customary accessory buildings may be erected on any lot of record. Any dwelling shall be deemed to be the principal building on the lot on which the same is located. An addition to any building shall not be construed as a principal building.

3.36 Retaining walls.

Nothing in these regulations shall be construed to prohibit or to prevent the erection of a retaining wall on any property, provided that such retaining wall does not adversely affect the natural flow of surface water or create any other adverse effect upon adjacent or adjoining properties. However, any application for a retaining wall shall be subject to approval of the zoning administrator before the issuance of a permit.

3.37 Shopping centers.

Shopping centers are hereby defined as a group of retail stores or shops under single ownership or management with an area of five acres or more and with a minimum depth of 300 feet established as a shopping entity with common parking facilities, ingress, and egress, and loading and unloading facilities. Shopping centers shall be permitted in any general or neighborhood commercial district and may be developed in accordance with approval of a plat of a subdivision or development as approved by the board of commissioners. The shopping center shall not be divided into separate lots for each store or use. No permit shall be issued for the construction of a shopping center until the plans and specifications, including the design of ingress and egress roads, parking facilities, and other such items as may be found of importance have been approved by the board of commissioners. No buildings shall be erected closer than 50 feet to any road right-of-way line. There shall be provided a minimum of one parking space for each 200 square feet of floor area designed to be used for business or shopping purposes. Such parking area, including maneuvering areas, ingress and egress roads, and driving lands, shall be paved and kept in good repair at all times with a hard, all-weather surface. All points of access shall be to the public road; however, there shall be no public roads or alleys within the shopping center property. All loading and unloading shall be done entirely within the shopping center property. Except as otherwise provided in this section all uses within the shopping center shall conform with other regulations as set forth in this ordinance.

3.38 Signs.

The purpose of this section is to:

- A. Promote the safety of persons and property by providing that signs do not create traffic hazards or hazards due to collapse, fire, collision, decay or abandonment.
- B. To protect the public welfare and county property values by preserving the aesthetic quality of the natural environment.
- C. Promote efficient commercial and non-commercial identification or information by improving the legibility and effectiveness of signs through the control of their number, location, size, appearance, illumination, and animation.
- D. Preserve the right of free speech and expression.

3.38.1 Sign permits. All signs on commercial or industrial property must have a sign permit issued by the Effingham County Zoning Department. Multiple similar signs such as real estate or political signs shall only be required to have a single sign permit. All signs other than temporary event signs shall be required to get a building permit and meet all required wind load and building regulations.

3.38.2 Legal signs.

- A. Any permitted sign which complies with the provisions of this article, and any subsequent amendments hereto, is hereby deemed to be a legal sign. Any proposed alteration to or relocation of such sign shall require a new permit pursuant to this section.
- B. Any legal sign which does not comply with the provisions of this article solely due to the enactment of an amendment shall, upon the effective date of such amendment, become a nonconforming sign and shall be considered a legal sign unless it is relocated or altered.

3.38.3 Illegal signs. Any existing sign that does not have a permit issued by Effingham County pursuant to this section is hereby deemed to be an illegal sign and such sign and the person or persons responsible for such sign shall be subject to the enforcement and penalty provisions in this title.

3.38.4 Signs exempt from regulation.

- A. Governmental agency signs
- B. Property addresses up to 12 inches in height
- C. Incidental signs one square foot or less

3.38.5 Prohibited signs.

- A. Any sign, except those erected by a governmental agency, in a public street or highway right-of-way.
- B. Inflatable signs.
- C. Signs mounted on a roof or extending above the roofline.
- D. Ribbons, and pennants.
- E. Any sign resembling the shape, size, or color of a governmental traffic sign.
- F. Any sign with lights that resemble the lights used by police, fire, and emergency vehicles.
- G. Any light source on a sign that is directly visible from a vehicle or residence.
- H. Any flashing or intermittent light.
- I. Any sign attached to a natural feature such as a tree or rock.
- J. Any sign attached to a telephone pole or utility pole.
- K. Any unpermitted sign attached to a permitted sign.
- L. No sign shall be placed in or obstruct the view of an area of designated historic interest.

3.38.6 Billboards.

- A. *Uniform size.* The outside measurements of all billboards shall be 12 feet in height and 25 feet in length.
- B. *Location.* The billboard must be on commercial or industrial land. It must be located on a parcel with at least 200 feet of state or federal highway frontage.
- C. *Illumination.* All illuminated billboards shall use base-mounted lights. The light source must not be visible from a vehicle or a residence. No additional lighting shall be allowed.
- D. *Height.* All billboards shall be a minimum of ten feet above grade and a maximum of 30 feet above grade.
- E. *Extrusions prohibited.* Extrusions beyond the face of the billboard, excluding aprons, are prohibited.

- F. *Number of signs per location.* Only one billboard shall be allowed to face the same direction per location. This allows back to back or V formation billboards but prohibits two billboards facing the same direction.
- G. *Spacing.* Billboard location shall be no less than 500 feet from the nearest billboard measuring from the nearest point. No more than three billboards shall be permitted per mile when such billboards are located on the same side of the road.
- H. *Distance from property line.* Billboard structures shall be no less than ten feet from any property line.
- I. *State law.* All billboards must also comply with all aspects of the Georgia Outdoor Advertising Code.
- J. *Changeable copy signs.*
1. General Rule — Animated or changeable copy signs shall be erected, posted, displayed or modified only in accordance with the criteria hereunder as well as all other generally applicable standards of this ordinance related to the location, height, size, and other characteristics. Billboards that move, flash or simulate movement are prohibited.
 2. Each message displayed on any changing billboard display shall remain static for at least ten seconds following the completion of its transition from the previous message. As used in this subsection "static" shall mean a display that is fixed in one position with no portion of the display being in motion or changing in color or light intensity.
 3. Changing of image shall be substantially instantaneous, two seconds or less, as seen by the human eye and shall not use fading, rolling, window shading, dissolving or similar effect as part of the change.
 4. No display or other effect from any electronically changed billboard shall cause a glare or other condition that impairs the vision of the driver of any motor vehicle or which otherwise interferes with the safe operation of a motor vehicle.
 5. Video technology in billboards shall use automatic level controls to reduce light levels at night and under cloudy or other darkened conditions, in accordance with the following standards. All electronic or digital display unit message boards shall have installed ambient light monitors, and such monitors shall at all times automatically adjust the brightness level of the electronic billboard based on ambient light conditions. Maximum brightness levels for electronic or digital display boards shall not exceed ambient light levels by more than 0.3 foot candles.
 6. Any billboard using video technology which malfunctions, fails, or ceases to operate in its usual or normal manner causing therein motion, movement, flashing or any other similar effects shall be repaired or disconnected within 48 hours by the owner or operator of such billboard, and shall be equipped so that it may be turned off by the county in the event of such malfunction or failure.
 7. The county shall be permitted to post emergency notices on electronically changeable billboards on 24 hours' notice.
 8. Conversion of an existing billboard to an automatic changeable copy video billboard or to add an automatic changeable copy video element to it is allowed only if the billboard as modified will conform with all standards in this section and with all other applicable standards related to the height, size, location and other characteristics of the billboard.

3.38.7 Signs in commercial zones.

- A. Each parcel in a commercial zone is entitled to one freestanding sign for up to 200 feet of street frontage.

- B. Each parcel in a commercial zone may have an additional freestanding sign for each additional 200 feet of street frontage and must be separated by at least 200 feet from any other sign on the property.
- C. A multi-unit building on a single commercial parcel may have multiple tenant panels on a single sign.
- D. No sign shall encroach into the street right-of-way or be within 25 feet of an established street intersection and no sign or support thereof shall obstruct driver visibility.

3.38.8 *Number of signs.* In addition to any potential free standing sign, each business in a commercial or industrial zone shall be limited to one facade sign, one projecting sign attached to the building and one wall sign for each exposed side of the building other than the front.

3.38.9 *Freestanding sign size.* The maximum size of the signable area of a freestanding sign is as follows:

- A. In the B-2, B-3, and I-1 districts: 64 square feet for a single tenant parcel or 100 square feet for a multiple tenant parcel.
- B. In the B-1 zoning district: 32 square feet.
- C. In the R-3 and R-4 zoning districts: 50 square feet.
- D. In the R-1, R-1A, and R-2 zoning districts: Six square feet excluding signs at the entrance to neighborhoods which may be up to 24 square feet.
- E. In the CP zoning district: 16 square feet.
- F. In the PD zoning district: Sign regulations not less stringent than the regulations herein must be included in the written development text required by section 5.15.3.3 of the Effingham County Zoning Ordinance.

3.38.10 *Height.*

- A. *Maximum height.* In all commercial and industrial districts no freestanding sign shall exceed 30 feet from grade.
- B. *Clearance.* No hanging, suspended, or projecting sign shall have a vertical clearance of less than 14 feet over any vehicular public way, nor less than nine feet over any pedestrian public way. Public ways include privately owned sidewalks and drives customarily used by the public.

Permitted Freestanding Signs - By Land Use						
	Agricultural Property	Single and Two Family Residential	Multi-Family Residential	Commercial Property	Industrial Property	Public or Community Use Property
Principal Freestanding Sign — Depending on Zoning District						
Maximum Number	1 per lot	1 per lot	1 per street frontage	1 per 200 feet street frontage	1 per 200 feet street frontage	1 per 200 feet street frontage
Maximum Signable Area	16 square feet	6 square feet	50 square feet	64 square feet for single tenant, 100 square feet for multiple tenants	64 square feet for single tenant, 100 square feet for multiple tenants	64 square feet for single tenant, 100 square feet for multiple tenants
Maximum Height	6 feet	5 feet	30 feet	30 feet	30 feet	30 feet

3.38.11 Institutional uses. Institutional uses are allowed one sign per 200 feet of street frontage with a maximum signable area of 64 square feet regardless of which zoning district they are located in.

3.38.12 Projections. No sign shall project more than six feet from the wall of a building.

3.38.13 Event signs.

- A. In the B-1, B-2, B-3, I-1, R-3, or R-4 zoning districts one temporary event sign not to exceed 24 square feet in size and not to be displayed for more than 30 days may be located on each parcel. Temporary event signs in these districts must be secured to a building.
- B. In all zoning districts each parcel is entitled to one temporary event sign not to exceed six square feet in size. Such signs may be displayed for the length of the event. Each parcel may have no more than three such events per calendar year.
- C. When there is the threat of a serious wind event the county reserves the right to remove any temporary event sign that it deems to be a hazard to public safety. It will be the responsibility of the sign owner to retrieve any impounded sign from the county zoning office.
- D. Signs not removed within ten days following the occurrence of an event or expiration of the permitted period may be removed by the county zoning office and impounded. The costs of removal shall be charged to the person owning or using the sign or the owner of the building or premises.
- E. Impounded signs will be held for ten days, after which they will be destroyed.

3.38.14 Flags. In the B1, B-2, B-3, and I-1 zoning districts no more than three flags are allowed per parcel. The combined square footage of all flags displayed on a parcel in these districts shall be no more than 64 square feet.

3.38.15 Sign conditions.

- A. **Unsafe signs.** Whenever a sign becomes structurally unsafe or otherwise endangers the safety of the building or the public, the zoning administrator shall order that such sign be made safe or removed. The person owning or using the sign or the owner of the building or premises on which such unsafe sign is affixed or erected shall comply with such order within ten days of receipt thereof.
- B. **Unmaintained signs.** Whenever a sign is physically damaged or is not maintained and is determined by the zoning administrator to negatively impact the visual character of the surrounding area or pose an unsafe condition, the zoning administrator shall order that such sign be properly maintained or removed. The person owning or using the sign or the owner of the building or premises on which such unsafe sign is affixed or erected shall comply with such order within 60 days of receipt thereof.

3.38.16 Nonconforming signs. No nonconforming sign may be relocated or altered other than for routine maintenance without bringing the sign into conformance with the current sign ordinance. A temporary sign may not be considered a nonconforming sign for purposes of grandfathering.

3.38.17 Sign definitions.

Awning: A cloth, plastic, or other nonstructural covering that either is permanently attached to a building or can be raised or retracted to a position against the building when not in use. A sign on an awning is considered a projecting sign.

Banner: A sign on a lightweight material that is secured or mounted to a building.

Billboard: A large sign erected along a state or interstate highway and intended to be viewed from travelers on said highway.

Changeable copy: Copy, including text and/or graphics that changes at intervals.

External illumination: Illumination of a sign that is affected by an artificial source of light not contained with the sign itself.

Facade: The side of a building below the eaves.

Flag: Lightweight material, usually with a political symbol, that is attached on one side to a pole.

Flashing illumination: Illumination in which the artificial source of light is not maintained stationary or constant in intensity and color at all times when a street graphic is illuminated, including illuminated lighting.

Free standing sign: A sign that is not attached to a building or other structure.

Graphic: Written or pictorial representation.

Historic or scenic area: An area that contains unique historic or scenic characteristics that require special regulations to ensure that street graphics displayed within the area are compatible with its visual character.

Incidental sign: A sign of one square foot or less.

Indirect illumination: A source or external illumination located away from the sign.

Institutional uses: Schools, hospitals, churches, and government facilities.

Internal illumination: A light source that is concealed or contained within a sign.

Monument sign: A sign that is permanently affixed to the ground at its base, supported entirely by the base structure, and not mounted on a pole.

Multi-use building: A building consisting of more than one commercial use.

Neon sign: A sign that is created by bending a neon filled glass tube to form text or graphics.

Nonconforming sign: A sign that was lawfully constructed or installed prior to the adoption or amendment of this ordinance and was in compliance with all ordinances at the time of installation, but which does not presently comply with these regulations.

Pole sign: A freestanding sign other than a billboard that is permanently supported in a fixed location by a pole(s), uprights, or braces from the ground and not supported by a building or a base structure.

Portable sign: A sign not permanently attached to the ground or a building or designed to be permanently attached to the ground.

Projecting sign: A sign attached to and projecting from a wall and not in the same plane as the wall.

Roof sign: A sign that is displayed above the peak or parapet of the building.

Shopping center: A commercial development under unified control consisting of four or more separate commercial establishments sharing a common building, or are in separate buildings that share a common parking area or entryway.

Sign: Any structure, display, or device that is used to advertise, identify, direct, or attract attention to a business, institution, organization, person, idea, product, service, event, or location by any means, including words, letters, figures, design characteristics, symbols, logos, fixtures, colors, movement, or illumination.

Signable area: An area within a single continuous perimeter composed of a single rectangle, circle, or triangle enclosing the extreme limits of characters, lettering, illustrations, ornamentations, or other figures.

(Ord. of 2-4-97; Amend. of 11-7-06; Ord. of 4-7-09)

3.40 Traffic visibility across corner lots.

On any corner lot in any district, no fence, structure, or planting more than 30 inches high measured from the center of the road shall be erected or maintained within 20 feet of the corner so as not to interfere with traffic visibility across the corner.

3.41 Swimming pools, private community, or club.

3.41.1 *Swimming pools.* A swimming pool, whether in the ground or permanently installed aboveground, is hereby defined as any pool, lake, or open tank, other than a farm pond, which is not located within a completely enclosed building and which contains, or is capable of containing, water at a depth at any point greater than 1½ feet. No such private swimming pool shall be allowed in the B-1, AR, PUD districts, or in any R district, except as an accessory use, and unless it complies with the following conditions and requirements:

3.41.2 *Use.* The pool is intended and is to be used solely for the enjoyment of the occupants of the principal use of the property on which it is located and their guests, and no fee shall be charged.

3.41.3 *Location.* It may not be located, including any walks or paved areas or accessory structures adjacent thereto, closer than ten feet to any property line of the property on which it is located.

3.41.4 *Reserved.*

3.41.5 *Community or club swimming pools.* A community or club swimming pool shall be any pool constructed by an association of property owners, or by a private club solely for use and enjoyment by members of the association or club and their families and guests of members. Community and club swimming pools shall comply with the following conditions and requirements:

3.41.5.1 The pool and accessory structures thereto, including the areas used by the bathers, shall meet the front setback for the district in which it lies. Side and rear setbacks shall be ten feet.

3.41.5.2 The swimming pool and all of the area used by the bathers shall be so walled or fenced as to prevent uncontrolled access by children from the street or adjacent properties. The said fence or wall shall not be less than four feet in height and maintained in good condition and grounded for electricity. The area surrounding the enclosure, except of the parking spaces, shall be suitably landscaped with grass, hardy shrubs, and trees and shall be maintained in good condition.

(Ord. of 6-23-15)

3.42 Time limitation.

No building permit for construction, erection, or alteration of any building or structure or part thereof, or for signs or outdoor advertisements, or part thereof, shall be valid for more than six months unless work at the site has commenced within such period.

3.43 Notice of starting work.

The building and zoning inspector shall be given at least 24 hours' notice by the owner or applicant prior to commencement of work at the site under building permits.

3.44 Temporary dwelling allowance.

In the case of a single-family residence being destroyed by natural disaster or accidental fire it shall be allowed in all agricultural and single-family residential districts for a recreational vehicle or trailer to be moved onto the property for use as a temporary dwelling during the replacement of the primary residence. This special exemption shall be permitted for a period of no longer than one year. Placement of the vehicle must meet all setback requirements and be approved by the Effingham County Building Department. Sanitation must be approved by the Effingham County Health Department.

(Ord. of 5-4-10, § 1)

Staff Report

Subject: City of Springfield Annexation - Map# 429A Parcel# 3A
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: July 18, 2023
Item Description: Consideration to approve a request for annexation as submitted by the City of Springfield for a property located on Industrial Boulevard Map# 429A Parcel# 3A

Summary Recommendation:

According to an aerial photography provided by Effingham County GIS data, there are properties across the street from the parcel in question, but is not contiguous.

Executive Summary:

As required under state law O.C.G.A §36-36-6 upon accepting an application for annexation or a petition for annexation, the governing authority of the annexing municipality shall provide written notice to the governing authority of the county where the proposed annexation is located.

A public hearing of the City of Springfield's Planning & Zoning Board and the Mayor and City Council will take place July 25, 2023 at 6:00 pm to consider this petition.

Background:

Annexation documentation was received via certified mail from the City of Springfield. These parcels combined consists of approximately 1.29 acres (*owned by Greenland Developers, Inc.*) is located on Industrial Boulevard. This property lies within the Springfield's water and sewer service area.

Alternatives for Commission to Consider:

1. Approve the Petition Requesting Annexation as presented by the City of Springfield.
2. Do not approve the Petition Requesting Annexation.

Recommended Alternative: Staff leaves the decision to the Board's discretion.

Other Alternatives: N/A **Department Review:** Administration

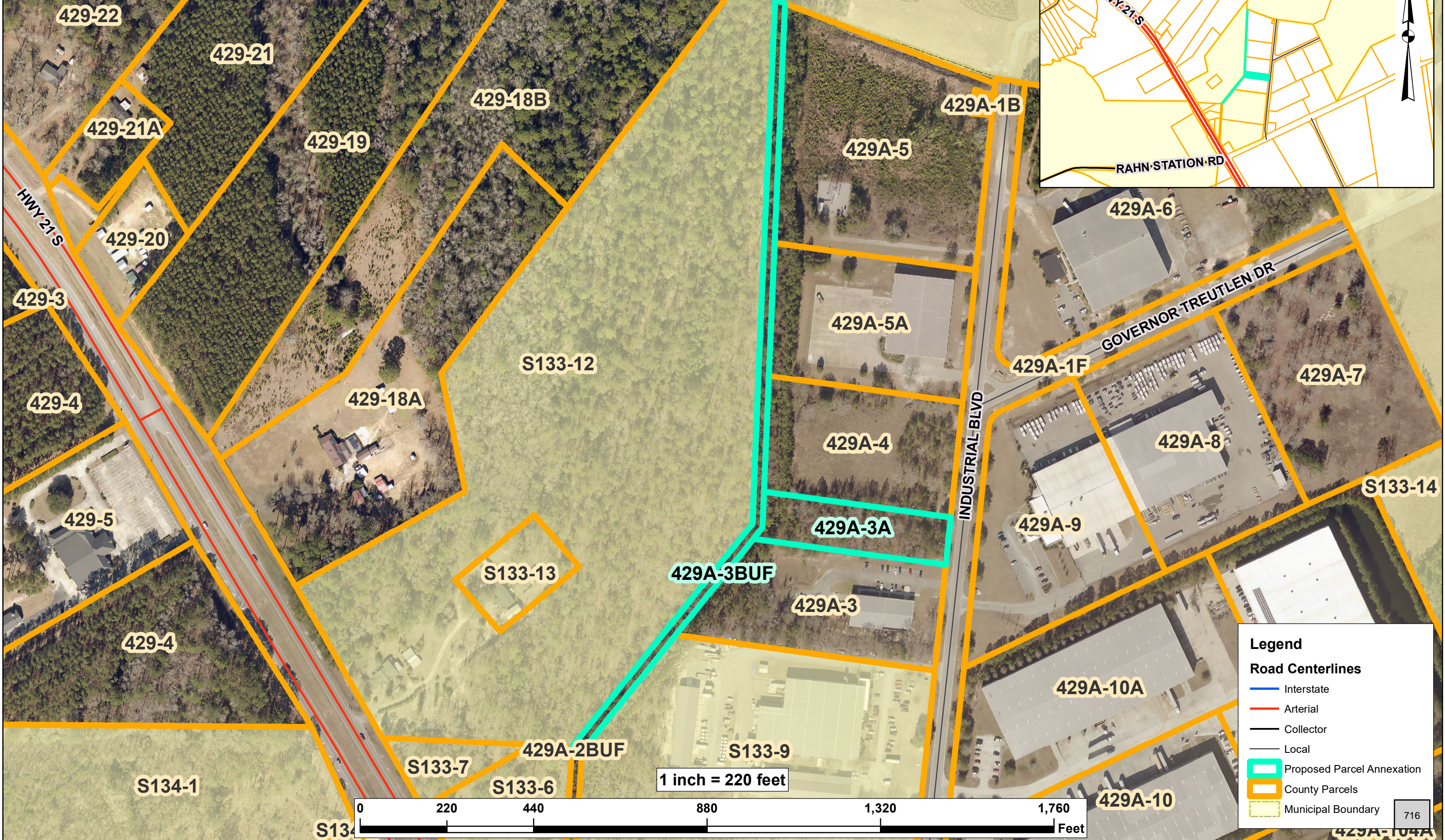
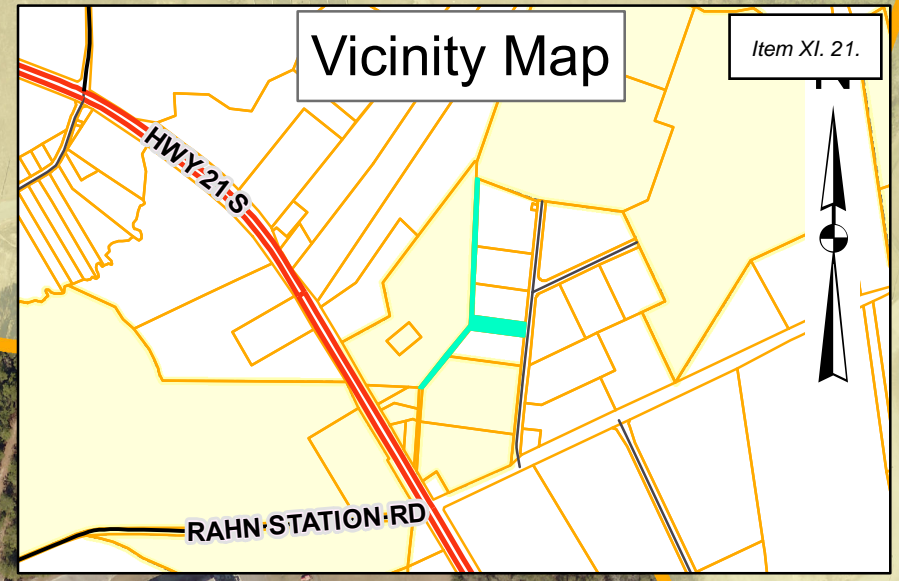
Funding Source: No funding is required related to this request.

Attachments:

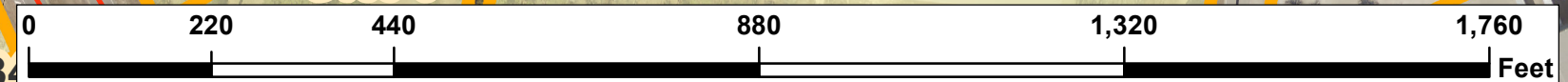
1. Petition for Annexation
2. Aerial Map (*related parcels and depicting city boundary*)

429-22C

Proposed Parcel Annexation 429A-3A & 429A-3BUF



1 inch = 220 feet



Legend

Road Centerlines

- Interstate
- Arterial
- Collector
- Local

- Proposed Parcel Annexation
- County Parcels
- Municipal Boundary



Tim Callanan
 County Administrator, Effingham County
 804 S. Laurel Street
 Springfield, GA 31329

6/20/2023

Reference: Notice of Annexation Petition regarding parcel 429A-3A and 429A-3BUF

Dear Mr. Callanan

In accordance with O.C.G.A. §§ 36-36-6 and 36-36-111, please be advised that the City of Springfield, Georgia, by the authority vested in the Mayor and Council of the City by Article 2 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, will vote whether or not to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and City Council on August 8, 2023.

The properties being considered for annexation are parcel number 429A-3A, located adjacent to 195 Industrial Blvd and parcel number 429A-3BUF located at the rear of westward parcels facing Industrial Blvd. Both parcels consist of approximately 2.45 acres in total. A plat and legal description of each property are enclosed, along with a copy of the annexation petition and a map showing the location of the area to be annexed.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Springfield, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed within 5 business days of receipt of this letter. If the County has an objection under O.C.G.A. § 36-36-113, in accordance with the statutory objection and resolution process, you must notify the City of Springfield within 45 calendar days of the receipt of this notice.

The following public hearings will be held regarding the rezoning of the properties being considered for annexation from Effingham County Zoning Classification I-1 to Springfield Zoning Classification I-1:

Public Hearing of the Planning & Zoning Board and The Mayor & City Council:

July 25, 2023 at 6:00pm

Sincerely,

Erin Phillips
 Planning & Development Director



City of Springfield

Community Development Department

130 S. Laurel Street
PO Box 1
Springfield, GA 31329
(912) 754-7617

Application for Annexation

Tax Map Number: 0429A003A00 Date: 6/15/2023

Address of subject property: Industrial Boulevard

Owner of Property: Greenland Developers, Inc. c/o Troy Smith

Owner's Address: PO Box 1628

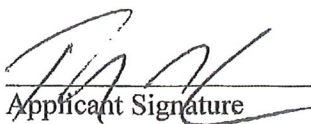
Telephone Number: 912-220-1631

Housing Units: 0 Other Buildings: n/a

Total Acreage 1.29

Please Include the Following:

- A. Sketch Site Plan - Show location of existing buildings and other improvements, if applicable.
- B. Property Description - A legal description and plat.
- C. Copy of Property Deed
- D. Current Zoning Certification letter
- E. Fee - No fees required.
- F. Petition Requesting Annexation – Owner(s) must complete Page 2.
- G. Authorization by Property Owner – Owner(s) must complete Page 3.


Applicant Signature

Authorization by property owner

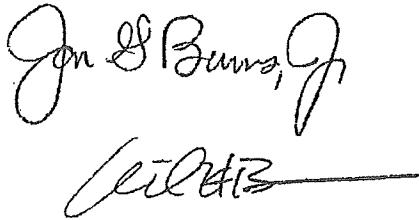
I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Effingham County, Georgia. I authorize the person named below to act as applicant in the pursuit of an annexation request of this property.

Name of Applicant: Greenland Developers, Inc.

Address: PO Box 1628

<u>Springfield</u>	<u>GA</u>	<u>31329</u>
City	State	Zip Code

Telephone Number: 912-220-1631



Signature of Owner

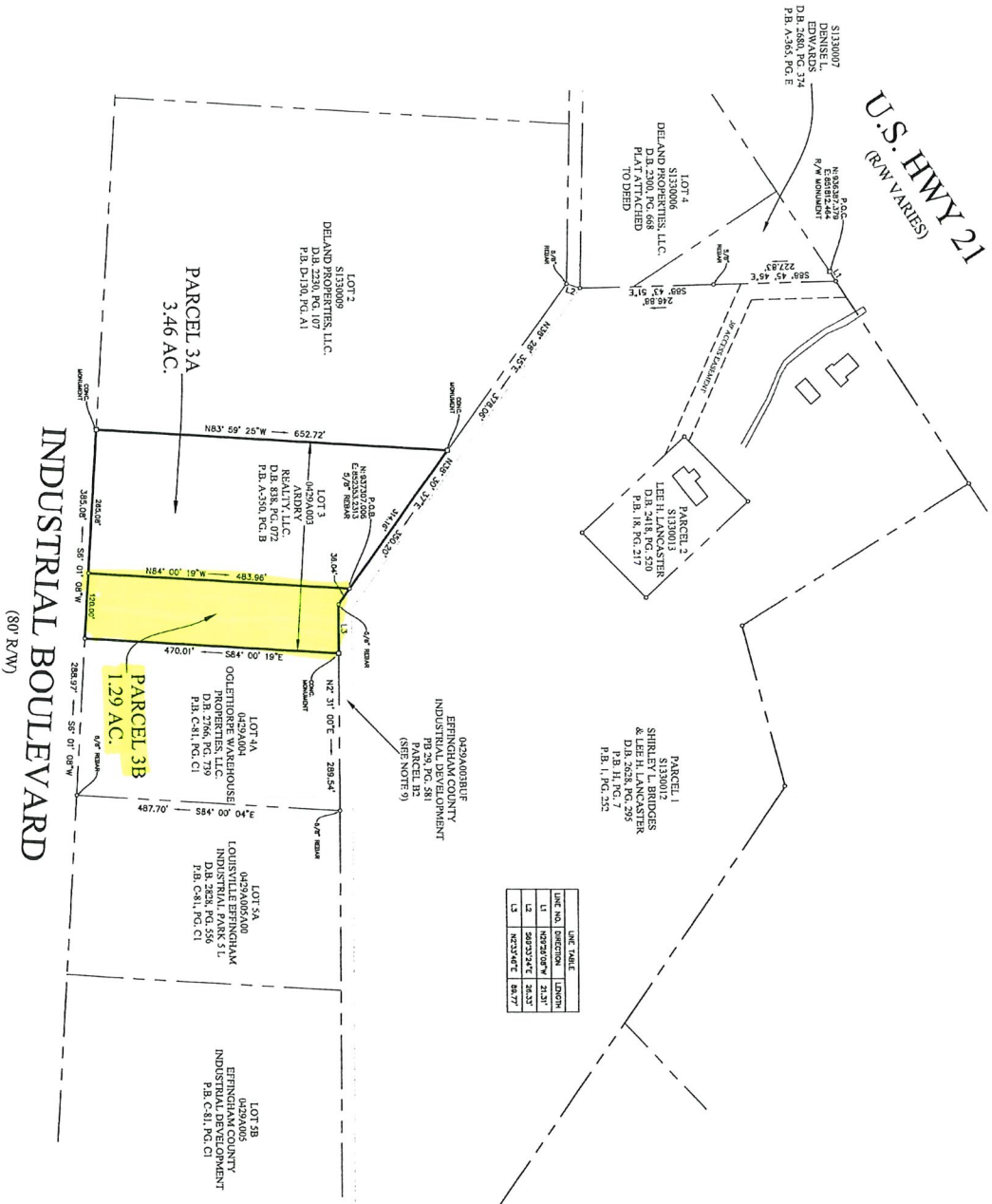
CS29 PG-001-001
P202000099

MADE IN GREAT
BRITAIN BY
WILSON & JONES
LIMITED
100, NEWTON ROAD
WIMBORNE, DORSET
BH20 7JN, ENGLAND

Dean E. Bragg
THIS BLOCK RESERVED FOR THE CLERK
OF THE SUPERIOR COURT.



NOTES
1. METRIC DATA IS GIVEN IN THE PLAT FOR THE EAST ZONE
2. THE PROPERTY IS LOCATED WITHIN THE EAST ZONE
3. THE PROPERTY IS LOCATED WITHIN THE EAST ZONE
4. THE PROPERTY IS LOCATED WITHIN THE EAST ZONE
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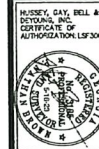
LINE NO.	DIRECTION	LENGTH
U1	N 82° 32' 42" E	21.21'
U2	S 80° 32' 42" E	21.21'
U3	N 82° 32' 42" E	21.21'

MINOR SUBDIVISION
A PORTION OF LANDS OF AUDREY REALTY, LLC, EFFINGHAM INDUSTRIAL PARK, 9TH
G.M. DISTRICT, EFFINGHAM COUNTY, GA
FOR: AUDREY REALTY, LLC

DATE	DESCRIPTION
08/14/2020	FILED FOR RECORD
08/14/2020	RECORDED
08/14/2020	INDEXED
08/14/2020	FILED

DATE	DESCRIPTION
08/14/2020	FILED FOR RECORD
08/14/2020	RECORDED
08/14/2020	INDEXED
08/14/2020	FILED

HUSSEY GAY BELL
Established 1958
329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / 731.234.4636

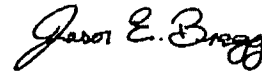


AS BEING THE PROPERTY OF THE STATE OF GEORGIA, THE PLAT
HEREIN IS A TRUE AND CORRECT COPY OF THE ORIGINAL
RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF THE
SUPERIOR COURT OF THE COUNTY OF EFFINGHAM, GEORGIA,
ON THE 14TH DAY OF AUGUST, 2020, AT 10:00 AM. THE
PLAT IS SUBJECT TO THE RIGHTS AND OBLIGATIONS OF THE
RECORDS OF THE CLERK OF THE SUPERIOR COURT OF THE
COUNTY OF EFFINGHAM, GEORGIA, AND THE RIGHTS AND
OBLIGATIONS OF THE RECORDS OF THE CLERK OF THE
SUPERIOR COURT OF THE COUNTY OF EFFINGHAM, GEORGIA,
ON THE 14TH DAY OF AUGUST, 2020, AT 10:00 AM.



**BK:2851 PG:781-782
D2023004496**

FILED IN OFFICE
CLERK OF COURT
06/05/2023 08:47 AM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$225.00

8863185331
0466245412
PARTICIPANT ID

PT-61 051-2023-001407

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

Return Recorded Document to:
WEINER, SHEAROUSE, WEITZ, GREENBERG &
SHAW, LLP
Attn: Ellis A Allen
14 East State Street
Savannah, GA 31401



LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, made this 2nd day of June, 2023, between ARDRY REALTY LLC, of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and GREENLAND DEVELOPERS, INC., as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

The Land is described as follows:

All that certain lot, tract or parcel of land situate, lying and being in the County of Effingham, State of Georgia, in the 9th G.M. District, and known as PARCEL 3B, comprised of 1.29 acres, more or less, as appears upon a map or plat prepared by P. NATHAN BROWN, GRLS #3185, dated May 16, 2023, entitled "MINOR SUBDIVISION, A PORTION OF LANDS OF AUDRY REALTY, LLC, EFFINGHAM INDUSTRIAL PARK, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GA"



City of Springfield

Community Development Department

130 S. Laurel Street
PO Box 1
Springfield, GA 31329
(912) 754-7617

Application for Annexation

Tax Map Number: 0429A003BUF Date: 6/12/2023

Address of subject property: HWY 21, Rincon GA 31326

Owner of Property: Yellow Pine Properties, LLC & P-51 Properties, LLC c/o Troy Smith

Owner's Address: 1750 HWY 21 North, Springfield GA 31329

Telephone Number: 912-220-1631

Housing Units: 0 Other Buildings: n/a

Total Acreage 1.16

Please Include the Following:

- A. Sketch Site Plan - Show location of existing buildings and other improvements, if applicable.
- B. Property Description - A legal description and plat.
- C. Copy of Property Deed
- D. Current Zoning Certification letter
- E. Fee - No fees required.
- F. Petition Requesting Annexation – Owner(s) must complete Page 2.
- G. Authorization by Property Owner – Owner(s) must complete Page 3.

Troy Smith
Applicant Signature

Authorization by property owner

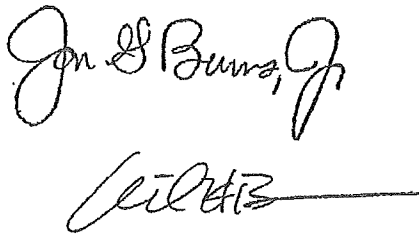
I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Effingham County, Georgia. I authorize the person named below to act as applicant in the pursuit of an annexation request of this property.

Name of Applicant: Greenland Developers c/o Troy N. Smith

Address: PO Box 1628

<u>Springfield</u>	<u>GA</u>	<u>31329</u>
City	State	Zip Code

Telephone Number: 912-220-1631



Signature of Owner

BK:2844 PG:209-210
D2023003273

FILED IN OFFICE
 CLERK OF COURT
 04/25/2023 04:26 PM
 JASON E. BRAGG, CLERK
 SUPERIOR COURT
 EFFINGHAM COUNTY, GA

Jason E. Bragg

REAL ESTATE
 TRANSFER TAX
 PAID: \$3,000.00

8863185331
 0466245412
 PARTICIPANT ID

PT-61 051-2023-000995

Return Recorded Document to:
 WEINER, SHEAROUSE, WETZ, GREENBERG & SHAW, LLP
 Attn: William G. Glass
 14 E. State Street
 Savannah, Georgia 31401

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

STATE OF GEORGIA
 COUNTY OF EFFINGHAM

LIMITED WARRANTY DEED

THIS INDENTURE, made this 25th day of April, 2023, between SHIRLEY L. BRIDGES, LEE HARY LANCASTER and MARY LANCASTER FORREST, as party or parties of the first part, hereinafter called Grantor, and YELLOW PINE PROPERTIES, LLC and P-S1 PROPERTIES, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, that Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, the following described property, to-wit;

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, formerly containing Twenty-Nine and one-half (29 ½) acres, more or less, and being designated a Lot Number Five (5) as shown on the plat East by lands now or formerly of Gair Woodland Corp.; on the Southeast Alderman; on the Southwest by Georgia State Highway 21 and on the Northwest by Parcel 4.

Express reference is hereby made to the plat of said lands made by Paul Weitman, County Surveyor, Effingham County, Georgia, dated February 1, 1958 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Surveyor's Record H, Page 7 and Page Book 1, Page 252, for better determining the metes and bounds of said lands herein conveyed.

LESS AND EXCEPT portions of said lands heretofore conveyed which leaves approximately Twenty-five and Seventy-five hundredths (25.75) acres, more or less.

Said parcel of land having been awarded to Mrs. W.R. Lancaster (who is the same person as Fay Watts Lancaster) by Order of the Probate Court (formerly Court of Ordinary) of Effingham County, Georgia dated October 7, 1957, pursuant to division in kind of the estate of Leroy Watts.

Subject, however, to all other easements, covenants, restrictions, zoning ordinances and rights-of-way of record affecting subject property, if any.

AND ALSO,

ALL that certain lot or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing One (1) acres, more or less, being bounded on the northeast, southeast, southwest, and northwest by lands of Faye W. Lancaster.

Express reference is hereby made to a plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated September 22, 1987, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Record Book 18, page 217, for better determining the metes and bounds of said lands herein conveyed.

ALSO a perpetual right-of-way easement for a road over and across that certain parcel of land described on said plat above referred to as "30 foot road easement" which across the lands of Faye W. Lancaster to a point where it intersects with Georgia State Highway 21, all as shown on the above described plat, express reference is hereby made for all purposes hereof.

Subject, however, to all other easements, covenants, restrictions, zoning ordinances and rights-of-way of record affecting subject property, if any.

AND ALSO,

All those certain lot, land or parcel situate, lying and being in the 9th G.M. District, Effingham County, Georgia, and labeled "Parcel B2" containing approximately 1.16 acres, as more particularly shown and depicted in and on the plat of Division Survey prepared by F. Nathan Brown, RLS 3185, of Hussey Gay Bell, dated March 2, 2023, which plat of survey is recorded in Book 29, Slide 581, in the records of the Clerk the Superior Court of Effingham County, Georgia, and which is incorporated by reference herein.

Subject, however, to all other easements, covenants, restrictions, zoning ordinances and rights-of-way of record affecting subject property, if any.

Staff Report

Subject: Effingham Gateway Special Service District
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: July 18, 2023
Item Description: Consideration to approve a resolution to create a Special Service District for Effingham Gateway

Summary Recommendation:

In order to supplement funding for infrastructure and service improvements with the Effingham Gateway district area, staff is recommending creation of a Special Service District for tax assessment.

Executive Summary/Background:

- Pursuant to Georgia State law, counties and cities are empowered to create Special Service Districts for the provision of local services and infrastructure within the district area.
- The map of the district is attached along with the effected parcel numbers.
- This would permit the County to charge rates not to exceed 3 mils per \$1,000 of assessed value. Initially staff is recommending a millage rate of 1.1 mils which equates to the current proposed roll back recommended in the County budget.

Alternatives for Commission to Consider:

1. Approve the proposed resolution to create a Special Service District for Effingham Gateway.
2. Do not approve the proposed resolution.
3. Provide Staff with direction.

Recommended Alternative:

Staff recommends alternative number 1 – approve the proposed resolution to create a Special Service District for Effingham Gateway.

Other Alternatives:

None

Department Review: *(list departments)*

County Attorney, County Manager

Funding Source:

Self-funded through dedicated millage.

Attachments:

Resolution creating the Effingham Gateway Special Service District including exhibits

STATE OF GEORGIA
EFFINGHAM COUNTY

A RESOLUTION CREATING THE EFFINGHAM GATEWAY SPECIAL SERVICE DISTRICT FOR THE PROVISION OF LOCAL SERVICES TO SUPPORT CERTAIN INFRASTRUCTURE AND DEVELOPMENT PROJECTS FOR EFFINGHAM COUNTY AND FOR OTHER PURPOSES

The Board of Commissioners of Effingham County, in a regular meeting assembled and pursuant to lawful authority thereof, of motion made, seconded and duly passed resolves as follows:

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia (the “Special Service District Clause”) authorizes a municipality or county to create, by ordinance or resolution, special districts for the provision of local services within such districts, and authorizes fees, assessments and taxes to be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, in order to achieve the service and infrastructure goals of the County, the Board of Commissioners has determined that it is in the best interests of the County that a special service district be created encompassing the geographic area set forth on Exhibit A (the “Effingham Gateway SSD” or the “District”) and by this reference incorporated and made a part of this Resolution, for purposes of (a) fostering commercial, trade, and employment opportunities throughout the County, (b) enhancing services and infrastructure within the Effingham Gateway SSD, and (c) promoting the future development and maintenance of infrastructure and connectivity within the Effingham Gateway SSD, including, but not limited to, the development of water and sewer capacity, stormwater improvements, roadways, sidewalks and other transportation improvements and other necessary infrastructure; and

WHEREAS, in order to promote services and complete infrastructure projects within the District, which the Board of Commissioners hereby expressly finds and determines constitute the provision of services and the construction and maintenance of facilities as contemplated in the Special Service District Clause, the Board of Commissioners has further determined that a special improvement tax should be levied and collected, in the form of an ad valorem property tax imposed on all tax parcels located within the District (the “Properties”), more specifically identified on Exhibit B attached hereto and by this reference incorporated and made a part of this Resolution, to be used to pay, in whole or in part, the costs thereof (including, without limitation, related financing costs); and

WHEREAS, the County is authorized by the Special Service District Clause and desires to levy and collect ad valorem taxes, fees, and assessments within the Effingham Gateway SSD at such rates or rates not to exceed three (3) mills per \$1,000.00 of assessed value (the “Special Service District Tax”), and to apply the proceeds thereof, in accordance with the provisions of the Constitution of the State of Georgia to compensate the County as paid consideration for the local services to be provided within the Effingham Gateway SSD.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Effingham County hereby ordain and enact as follows:

SECTION 1. Incorporation of Recitals and Findings. The recitals and findings set forth above are adopted by the Board of Commissioners and shall be a substantive part of this Resolution.

SECTION 2. Definitions. As used in this Resolution, the term:

(a) “Effingham Gateway SSD” or “District” means the special service district created by and described in Section 3 below.

(b) “Costs” of the District shall mean and include:

(i) All costs of acquisition by purchase or other means, construction, assembly, installation, modification, renovation, or rehabilitation incurred in connection with any project or any part of any project, as authorized by this Resolution;

(ii) All costs of real property, fixtures, or personal property used in or in connection with or necessary for any project or for any facilities related to any project, including but not limited to the cost of all land, estates for years, easements, rights, improvements, water rights, connections for utility services, fees, franchises, permits, approvals, licenses, and certificates; the cost of securing any such franchises, permits, approvals, licenses, and certificates; the cost of preparing any application for franchises, permits, approvals, licenses, and certificates; and the costs of all fixtures, machinery, equipment, furniture and other property used in or in connection with or necessary for the project;

(iii) All financing charges and loan fees and all interest on bonds, notes, or other obligations which accrue or are paid prior to and during the period of construction of a project or any portion of a project related infrastructure maintenance or improvement and connectivity during any additional period as the Board of Commissioners may reasonably determine to be necessary to place such projects in operation;

(iv) All costs of engineering, surveying, architectural, and legal services and all expenses incurred by engineers, surveyors, architects, and attorneys in connection with any project or series of projects;

(v) Any and all expenses for inspection of any project or series of projects;

(vi) All fees of fiscal agents, paying agents, consultants, attorneys, and trustees for bondholders under any trust agreement, indenture of trust, or similar instrument or agreement; all expenses incurred by any such fiscal agents, paying agents, consultants, attorneys, and trustees; and all other costs and expenses incurred relative to the issuance of any bonds, notes, or other obligations for any project or series of projects;

(vii) All expenses of or incidental to determining the feasibility or practicability of any project or series of projects;

(viii) All costs of plans and specifications for any project or series of projects;

(ix) All costs of title insurance and examinations of title with respect to any project or series of projects;

(x) Repayment of any loans made for the advance payment of any part of any of the foregoing costs, including interest thereon and any other expenses of such loans relating to the project or series of projects;

(xi) Administrative expenses and such other expenses as may be necessary for or incidental to the project or the financing thereof or the placing of any project or series of projects in operation; and

(xii) The establishment of a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, or such other funds or reserves as the Board of Commissioners may approve with respect to the financing and operation of any project or series of projects, and as may be authorized by any bond resolution, trust agreement, indenture of trust, or similar instrument or agreement pursuant to the provisions of which the issuance of any bonds, notes, or other obligations for the benefit of the Effingham Gateway SSD may be authorized.

Any cost, obligation, or expense incurred for any of the foregoing purposes shall be a part of the cost of the project and may be paid or reimbursed as such out of proceeds of bonds, notes, or other obligations issued for the benefit of the Effingham Gateway SSD.

(c) “Project” means the design, construction, acquisition, equipping and financing of any project for public improvement and related public facilities within the District and the completion of any infrastructure maintenance or improvement plan or of a connectivity plan which is expected to be provided by the provision of the supplemental services or the imposition of the special improvement tax contemplated by this Resolution and shall include, but not limited to, the development of water and sewer capacity, stormwater improvements, roadways, sidewalks and other transportation improvements and other necessary infrastructure.

(d) “Special improvement tax” means a tax, fee or assessment levied by resolution or ordinance of the Board of Commissioners to fund the supplemental services and/or facilities to be provided (particularly, the project or any series of projects).

(e) “Supplemental services” means those services provided for the improvement of the Effingham Gateway SSD, as and to the extent associated with the design, construction, acquisition, equipping, improvement and financing of any infrastructure maintenance or improvement plan, any connectivity plan, and any necessary or appropriate elements of the related project lying on or within the boundaries of the District.

SECTION 3. Creation of the Effingham Gateway SSD. Pursuant to the authority granted by Special Service District Clause, there is hereby created a special district for the purpose of the provision of local government services and supplemental services and facilities to be funded, in whole or in part, by special improvement taxes therein to be known as the “Effingham Gateway SSD”, the boundaries of which are within the geographic area set forth on Exhibit A attached hereto and by this reference incorporated and made a part of this Resolution.

SECTION 4. Term of the District. The District shall continue in perpetuity, subject to termination by further action by the Board of Commissioners in accordance with applicable law.

SECTION 5. Millage Rate. The County shall annually levy the Special Service District Tax at a rate not to exceed three (3) mills per \$1,000.00 of the assessed value of the Properties designated on Exhibit B that are subject to ad valorem tax revenue in order to generate additional ad valorem tax revenue to pay the County’s development and infrastructure costs in the Effingham Gateway SSD.

SECTION 6. Partial Invalidity. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof unless expressly so held or determined by such court, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein, and this Resolution shall be construed to adopt, but not to enlarge upon, all applicable provisions of Georgia law, and, if any provisions hereof conflict with any applicable provision of such law, the latter as duly adopted by the General Assembly of Georgia and as interpreted by the courts of this State shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

SECTION 7. Repealer. Any and all resolutions, ordinances or parts of resolutions or ordinances in conflict with this Resolution shall be and the same hereby are repealed (but solely as and to the extent of any such conflict).

SECTION 8. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

SO RESOLVED THIS _____ DAY OF _____, 2023.

Effingham County Board of Commissioners

By: _____

Attest:

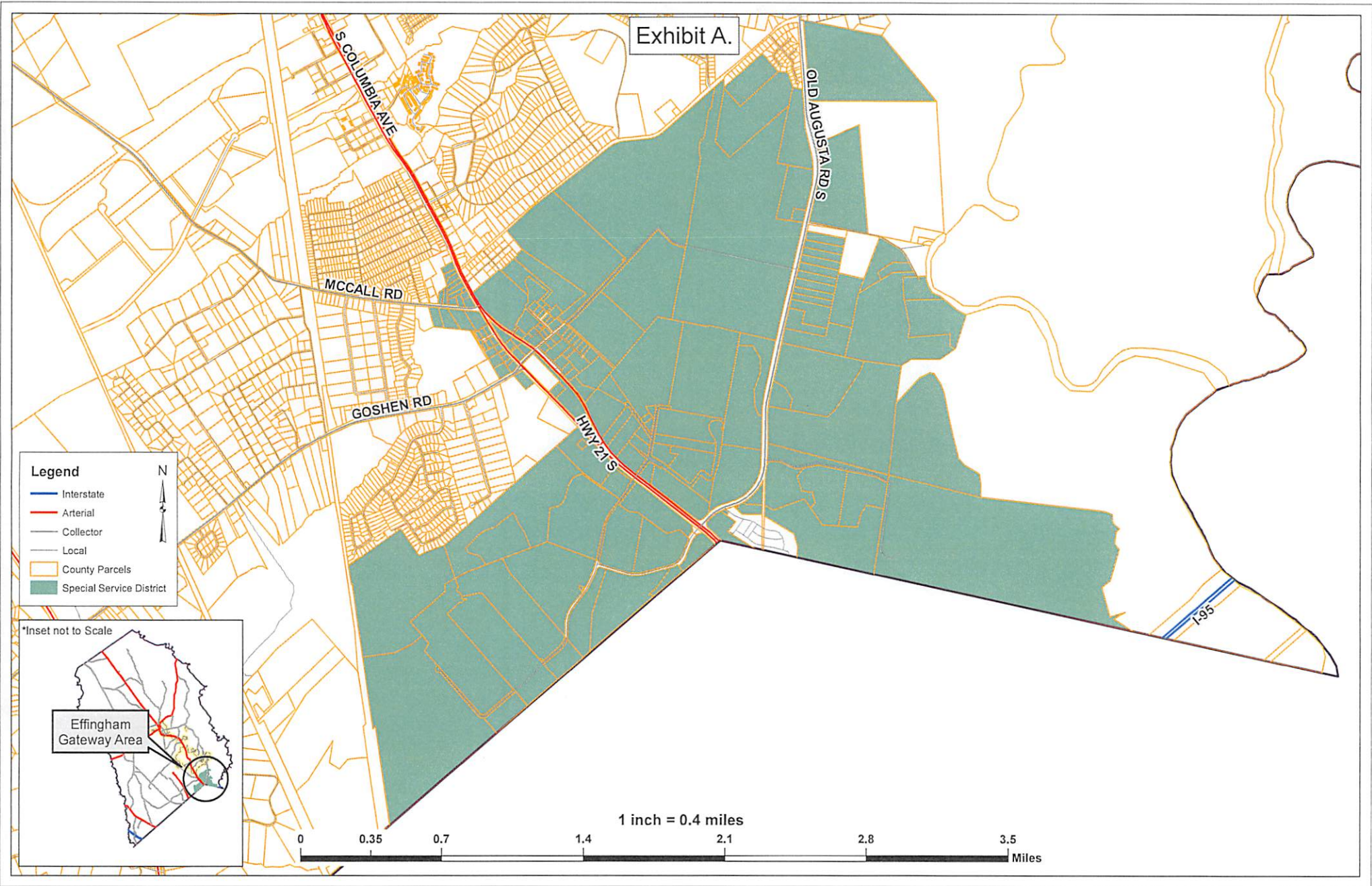


Exhibit B.

465-1	465D-3	465M-4	466D-14	477-8
465-10	465D-4	465M-5	466D-15	477-9
465-11	465D-5	465M-6	466D-16	477A-10
465-12	465D-6	465M-7	466D-17	477A-2
465-13TPO	465D-7	465M-8	466D-18	477A-3
465-14	465D-9A	465M-9	466D-19	477A-4
465-14A	465D-9B	465N-1	466D-1A	477A-5
465-15	465F-1	465N-1A	466D-1C	477A-6
465-16	465F-10	465N-2	466D-1D	477A-7
465-17	465F-12	465N-6	466D-1E	477A-8
465-17A	465F-12B	466-7	466D-2	477A-9
465-18	465F-1A	466-9	466D-20	477B-1
465-19	465F-1B	466C-1	466D-3	477B-1A
465-1A	465F-1STY	466C-14	466D-4	477B-1B
465-2	465F-2	466C-15	466D-5	477B-2
465-25	465F-2STY	466C-18	466D-6	477B-3
465-27PU	465F-3	466C-1A	466D-7	477B-4
465-28	465F-4	466C-1B	466D-8	477B-5
465-28A	465F-5	466C-1B01	466D-9	478-1
465-29	465F-6	466C-1C	476-1	478-2
465-29A	465F-7	466C-1C01	476-2	478-2A
465-2A	465F-8	466C-1C02	476-4A	478-2B
465-2B	465F-9	466C-1D	476-4B	478-2C01
465-2C	465G-1	466C-1D01	476-4D	478-2D
465-2D	465G-1A	466C-1E	476-4E	478-2E
465-2E	465G-1C	466C-1E01	477-1	478-2F
465-30	465G-1D	466C-2	477-10	478-2G
465-3TPO	465G-2	466C-2A	477-11	478-2H
465D-1	465G-3	466C-3	477-14	486-2
465D-11	465G-4	466C-4	477-14A	
465D-12	465G-5	466C-5A	477-1A	
465D-13	465G-6	466C-6	477-1B	
465D-14	465M-10	466C-7	477-1C	
465D-15	465M-11	466C-9	477-1D	
465D-16	465M-12	466D-1	477-2	
465D-17	465M-13	466D-10	477-3	
465D-18	465M-14	466D-11	477-4	
465D-1A	465M-15	466D-12	477-6	
465D-2	465M-16	466D-13	477-7	

Staff Report

Subject: Research Forest Special Service District
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: July 18, 2023
Item Description: Consideration to approve a resolution to create a Special Service District for the Research Forest

Summary Recommendation:

In order to supplement funding for infrastructure and service improvements with the Research Forest district area, staff is recommending creation of a Special Service District for tax assessment.

Executive Summary/Background:

- Pursuant to Georgia State law, counties and cities are empowered to create Special Service Districts for the provision of local services and infrastructure within the district area.
- The map of the district is attached along with the effected parcel numbers.
- This would permit the County to charge rates not to exceed 3 mills per \$1,000 of assessed value. Initially staff is recommending a millage rate of 1.1 mills which equates to the current proposed roll back recommended in the County budget.

Alternatives for Commission to Consider:

1. Approve the proposed resolution to create a Special Service District for the Research Forest.
2. Do not approve the proposed resolution.
3. Provide Staff with direction.

Recommended Alternative:

Staff recommends alternative number 1 – approve the proposed resolution to create a Special Service District for the Research Forest.

Other Alternatives:

None

Department Review: *(list departments)*

County Attorney, County Manager

Funding Source:

Self-funded through dedicated millage.

Attachments:

Resolution creating the Research Forest Special Service District including exhibits

STATE OF GEORGIA
EFFINGHAM COUNTY

A RESOLUTION CREATING THE RESEARCH FOREST SPECIAL SERVICE DISTRICT FOR THE PROVISION OF LOCAL SERVICES TO SUPPORT CERTAIN INFRASTRUCTURE AND DEVELOPMENT PROJECTS FOR EFFINGHAM COUNTY AND FOR OTHER PURPOSES

The Board of Commissioners of Effingham County, in a regular meeting assembled and pursuant to lawful authority thereof, of motion made, seconded and duly passed resolves as follows:

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia (the “Special Service District Clause”) authorizes a municipality or county to create, by ordinance or resolution, special districts for the provision of local services within such districts, and authorizes fees, assessments and taxes to be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, in order to achieve the service and infrastructure goals of the County, the Board of Commissioners has determined that it is in the best interests of the County that a special service district be created encompassing the geographic area set forth on Exhibit A (the “Research Forest SSD” or the “District”) and by this reference incorporated and made a part of this Resolution, for purposes of (a) fostering commercial, trade, and employment opportunities throughout the County, (b) enhancing services and infrastructure within the Research Forest SSD, and (c) promoting the future development and maintenance of infrastructure and connectivity within the Research Forest SSD, including, but not limited to, the development of water and sewer capacity, stormwater improvements, roadways, sidewalks and other transportation improvements and other necessary infrastructure; and

WHEREAS, in order to promote services and complete infrastructure projects within the District, which the Board of Commissioners hereby expressly finds and determines constitute the provision of services and the construction and maintenance of facilities as contemplated in the Special Service District Clause, the Board of Commissioners has further determined that a special improvement tax should be levied and collected, in the form of an ad valorem property tax imposed on all tax parcels located within the District (the “Properties”), more specifically identified on Exhibit B attached hereto and by this reference incorporated and made a part of this Resolution, to be used to pay, in whole or in part, the costs thereof (including, without limitation, related financing costs); and

WHEREAS, the County is authorized by the Special Service District Clause and desires to levy and collect ad valorem taxes, fees, and assessments within the Research Forest SSD at such rates or rates not to exceed three (3) mills per \$1,000.00 of assessed value (the “Special Service District Tax”), and to apply the proceeds thereof, in accordance with the provisions of the Constitution of the State of Georgia to compensate the County as paid consideration for the local services to be provided within the Research Forest SSD.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Effingham County hereby ordain and enact as follows:

SECTION 1. Incorporation of Recitals and Findings. The recitals and findings set forth above are adopted by the Board of Commissioners and shall be a substantive part of this Resolution.

SECTION 2. Definitions. As used in this Resolution, the term:

(a) “Research Forest SSD” or “District” means the special service district created by and described in Section 3 below.

(b) “Costs” of the District shall mean and include:

(i) All costs of acquisition by purchase or other means, construction, assembly, installation, modification, renovation, or rehabilitation incurred in connection with any project or any part of any project, as authorized by this Resolution;

(ii) All costs of real property, fixtures, or personal property used in or in connection with or necessary for any project or for any facilities related to any project, including but not limited to the cost of all land, estates for years, easements, rights, improvements, water rights, connections for utility services, fees, franchises, permits, approvals, licenses, and certificates; the cost of securing any such franchises, permits, approvals, licenses, and certificates; the cost of preparing any application for franchises, permits, approvals, licenses, and certificates; and the costs of all fixtures, machinery, equipment, furniture and other property used in or in connection with or necessary for the project;

(iii) All financing charges and loan fees and all interest on bonds, notes, or other obligations which accrue or are paid prior to and during the period of construction of a project or any portion of a project related infrastructure maintenance or improvement and connectivity during any additional period as the Board of Commissioners may reasonably determine to be necessary to place such projects in operation;

(iv) All costs of engineering, surveying, architectural, and legal services and all expenses incurred by engineers, surveyors, architects, and attorneys in connection with any project or series of projects;

(v) Any and all expenses for inspection of any project or series of projects;

(vi) All fees of fiscal agents, paying agents, consultants, attorneys, and trustees for bondholders under any trust agreement, indenture of trust, or similar instrument or agreement; all expenses incurred by any such fiscal agents, paying agents, consultants, attorneys, and trustees; and all other costs and expenses incurred relative to the issuance of any bonds, notes, or other obligations for any project or series of projects;

(vii) All expenses of or incidental to determining the feasibility or practicability of any project or series of projects;

(viii) All costs of plans and specifications for any project or series of projects;

(ix) All costs of title insurance and examinations of title with respect to any project or series of projects;

(x) Repayment of any loans made for the advance payment of any part of any of the foregoing costs, including interest thereon and any other expenses of such loans relating to the project or series of projects;

(xi) Administrative expenses and such other expenses as may be necessary for or incidental to the project or the financing thereof or the placing of any project or series of projects in operation; and

(xii) The establishment of a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, or such other funds or reserves as the Board of Commissioners may approve with respect to the financing and operation of any project or series of projects, and as may be authorized by any bond resolution, trust agreement, indenture of trust, or similar instrument or agreement pursuant to the provisions of which the issuance of any bonds, notes, or other obligations for the benefit of the Research Forest SSD may be authorized.

Any cost, obligation, or expense incurred for any of the foregoing purposes shall be a part of the cost of the project and may be paid or reimbursed as such out of proceeds of bonds, notes, or other obligations issued for the benefit of the Research Forest SSD.

(c) “Project” means the design, construction, acquisition, equipping and financing of any project for public improvement and related public facilities within the District and the completion of any infrastructure maintenance or improvement plan or of a connectivity plan which is expected to be provided by the provision of the supplemental services or the imposition of the special improvement tax contemplated by this Resolution and shall include, but not limited to, the development of water and sewer capacity, stormwater improvements, roadways, sidewalks and other transportation improvements and other necessary infrastructure.

(d) “Special improvement tax” means a tax, fee or assessment levied by resolution or ordinance of the Board of Commissioners to fund the supplemental services and/or facilities to be provided (particularly, the project or any series of projects).

(e) “Supplemental services” means those services provided for the improvement of the Research Forest SSD, as and to the extent associated with the design, construction, acquisition, equipping, improvement and financing of any infrastructure maintenance or improvement plan, any connectivity plan, and any necessary or appropriate elements of the related project lying on or within the boundaries of the District.

SECTION 3. Creation of the Research Forest SSD. Pursuant to the authority granted by Special Service District Clause, there is hereby created a special district for the purpose of the provision of local government services and supplemental services and facilities to be funded, in whole or in part, by special improvement taxes therein to be known as the “Research Forest SSD”, the boundaries of which are within the geographic area set forth on Exhibit A attached hereto and by this reference incorporated and made a part of this Resolution.

SECTION 4. Term of the District. The District shall continue in perpetuity, subject to termination by further action by the Board of Commissioners in accordance with applicable law.

SECTION 5. Millage Rate. The County shall annually levy the Special Service District Tax at a rate not to exceed three (3) mills per \$1,000.00 of the assessed value of the Properties designated on Exhibit B that are subject to ad valorem tax revenue in order to generate additional ad valorem tax revenue to pay the County’s development and infrastructure costs in the Research Forest SSD.

SECTION 6. Partial Invalidity. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof unless expressly so held or determined by such court, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein, and this Resolution shall be construed to adopt, but not to enlarge upon, all applicable provisions of Georgia law, and, if any provisions hereof conflict with any applicable provision of such law, the latter as duly adopted by the General Assembly of Georgia and as interpreted by the courts of this State shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

SECTION 7. Repealer. Any and all resolutions, ordinances or parts of resolutions or ordinances in conflict with this Resolution shall be and the same hereby are repealed (but solely as and to the extent of any such conflict).

SECTION 8. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

SO RESOLVED THIS _____ DAY OF _____, 2023.

Effingham County Board of Commissioners

By: _____

Attest:

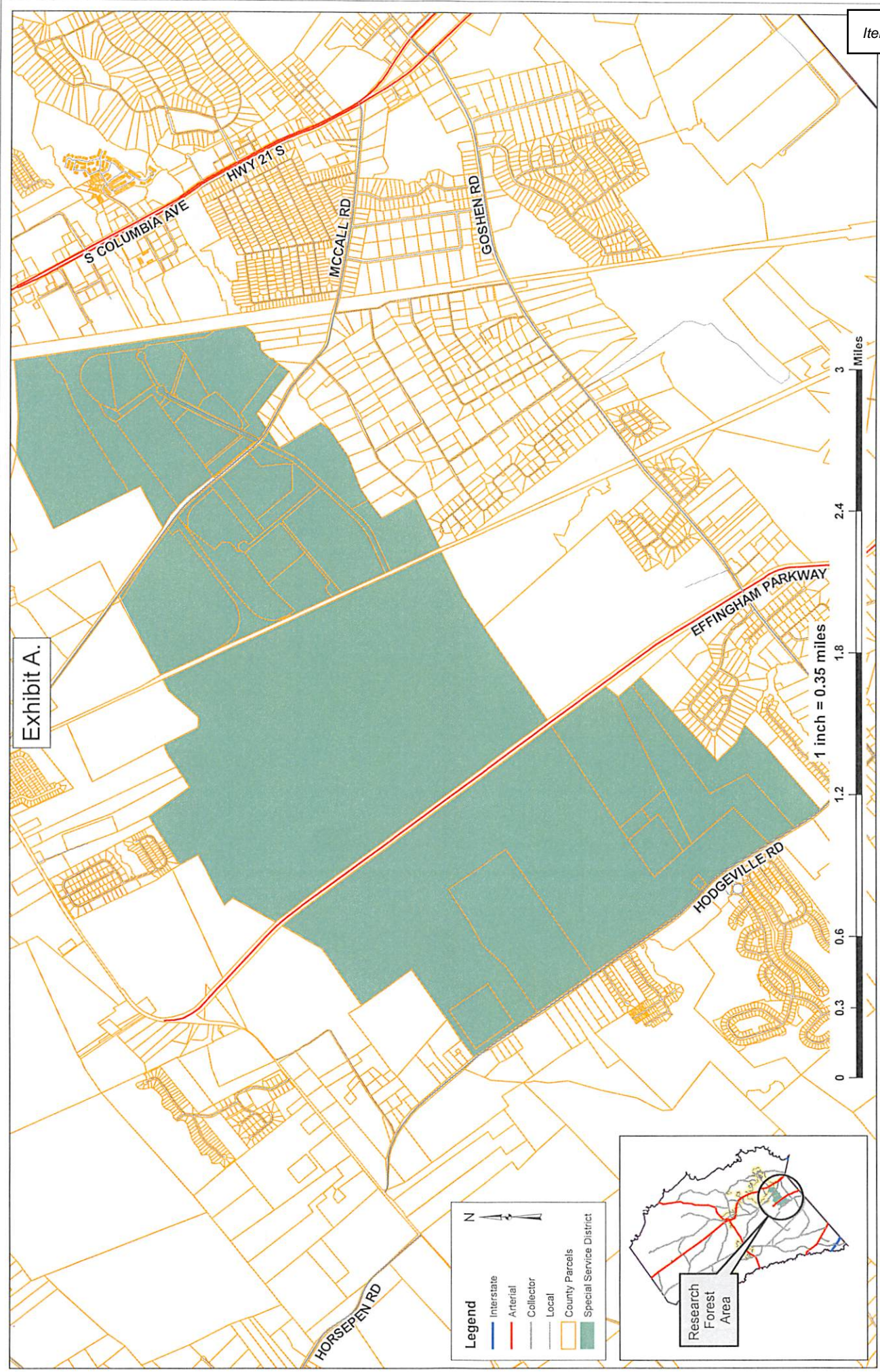


Exhibit A.

Legend

- Interstate (Blue line)
- Arterial (Red line)
- Collector (Grey line)
- Local (Thin grey line)
- County Parcels (Yellow outline)
- Special Service District (Green fill)

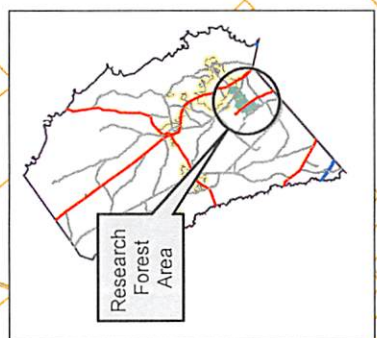


Exhibit B.

416-22	450F-25
432-69	450F-26
433-1	450F-27
433-1A	450F-28
433-1B	450F-29
434-24	450F-30
434-24A	450F-31
434-26	450F-32
434-26A	450F-4
434-26B	450F-5
434-26C	450F-7
450-65	450F-8
450F-001	450F-9
450F-003	
450F-006	
450F-10	
450F-11	
450F-12	
450F-13	
450F-14	
450F-15	
450F-16	
450F-17	
450F-18	
450F-19	
450F-1A	
450F-1B	
450F-1D	
450F-1E	
450F-1F	
450F-2	
450F-20	
450F-21	
450F-21A	
450F-21B	
450F-22	
450F-23	
450F-24	

Staff Report

Subject: Interstate-16 Special Service District
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: July 18, 2023
Item Description: Consideration to approve a resolution to create a Special Service District for Interstate-16

Summary Recommendation:

In order to supplement funding for infrastructure and service improvements with the Interstate-16 district area, staff is recommending creation of a Special Service District for tax assessment.

Executive Summary/Background:

- Pursuant to Georgia State law, counties and cities are empowered to create Special Service Districts for the provision of local services and infrastructure within the district area.
- The map of the district is attached along with the effected parcel numbers.
- This would permit the County to charge rates not to exceed 3 mils per \$1,000 of assessed value. Initially staff is recommending a millage rate of 1.1 mils which equates to the current proposed roll back recommended in the County budget.

Alternatives for Commission to Consider:

1. Approve the proposed resolution to create a Special Service District for Interstate-16.
2. Do not approve the proposed resolution.
3. Provide Staff with direction.

Recommended Alternative:

Staff recommends alternative number 1 – approve the proposed resolution to create a Special Service District for Interstate-16.

Other Alternatives:

None

Department Review: *(list departments)*

County Attorney, County Manager

Funding Source:

Self-funded through dedicated millage.

Attachments:

Resolution creating the Interstate-16 Special Service District including exhibits

STATE OF GEORGIA
EFFINGHAM COUNTY

A RESOLUTION CREATING THE INTERSTATE-16 SPECIAL SERVICE DISTRICT FOR THE PROVISION OF LOCAL SERVICES TO SUPPORT CERTAIN INFRASTRUCTURE AND DEVELOPMENT PROJECTS FOR EFFINGHAM COUNTY AND FOR OTHER PURPOSES

The Board of Commissioners of Effingham County, in a regular meeting assembled and pursuant to lawful authority thereof, of motion made, seconded and duly passed resolves as follows:

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia (the “Special Service District Clause”) authorizes a municipality or county to create, by ordinance or resolution, special districts for the provision of local services within such districts, and authorizes fees, assessments and taxes to be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, in order to achieve the service and infrastructure goals of the County, the Board of Commissioners has determined that it is in the best interests of the County that a special service district be created encompassing the geographic area set forth on Exhibit A (the “Interstate-16 SSD” or the “District”) and by this reference incorporated and made a part of this Resolution, for purposes of (a) fostering commercial, trade, and employment opportunities throughout the County, (b) enhancing services and infrastructure within the Interstate-16 SSD, and (c) promoting the future development and maintenance of infrastructure and connectivity within the Interstate-16 SSD, including, but not limited to, the development of water and sewer capacity, stormwater improvements, roadways, sidewalks and other transportation improvements and other necessary infrastructure; and

WHEREAS, in order to promote services and complete infrastructure projects within the District, which the Board of Commissioners hereby expressly finds and determines constitute the provision of services and the construction and maintenance of facilities as contemplated in the Special Service District Clause, the Board of Commissioners has further determined that a special improvement tax should be levied and collected, in the form of an ad valorem property tax imposed on all tax parcels located within the District (the “Properties”), more specifically identified on Exhibit B attached hereto and by this reference incorporated and made a part of this Resolution, to be used to pay, in whole or in part, the costs thereof (including, without limitation, related financing costs); and

WHEREAS, the County is authorized by the Special Service District Clause and desires to levy and collect ad valorem taxes, fees, and assessments within the Interstate-16 SSD at such rates or rates not to exceed three (3) mills per \$1,000.00 of assessed value (the “Special Service District Tax”), and to apply the proceeds thereof, in accordance with the provisions of the Constitution of the State of Georgia to compensate the County as paid consideration for the local services to be provided within the Interstate-16 SSD.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of Effingham County hereby ordain and enact as follows:

SECTION 1. Incorporation of Recitals and Findings. The recitals and findings set forth above are adopted by the Board of Commissioners and shall be a substantive part of this Resolution.

SECTION 2. Definitions. As used in this Resolution, the term:

(a) “Interstate-16 SSD” or “District” means the special service district created by and described in Section 3 below.

(b) “Costs” of the District shall mean and include:

(i) All costs of acquisition by purchase or other means, construction, assembly, installation, modification, renovation, or rehabilitation incurred in connection with any project or any part of any project, as authorized by this Resolution;

(ii) All costs of real property, fixtures, or personal property used in or in connection with or necessary for any project or for any facilities related to any project, including but not limited to the cost of all land, estates for years, easements, rights, improvements, water rights, connections for utility services, fees, franchises, permits, approvals, licenses, and certificates; the cost of securing any such franchises, permits, approvals, licenses, and certificates; the cost of preparing any application for franchises, permits, approvals, licenses, and certificates; and the costs of all fixtures, machinery, equipment, furniture and other property used in or in connection with or necessary for the project;

(iii) All financing charges and loan fees and all interest on bonds, notes, or other obligations which accrue or are paid prior to and during the period of construction of a project or any portion of a project related infrastructure maintenance or improvement and connectivity during any additional period as the Board of Commissioners may reasonably determine to be necessary to place such projects in operation;

(iv) All costs of engineering, surveying, architectural, and legal services and all expenses incurred by engineers, surveyors, architects, and attorneys in connection with any project or series of projects;

(v) Any and all expenses for inspection of any project or series of projects;

(vi) All fees of fiscal agents, paying agents, consultants, attorneys, and trustees for bondholders under any trust agreement, indenture of trust, or similar instrument or agreement; all expenses incurred by any such fiscal agents, paying agents, consultants, attorneys, and trustees; and all other costs and expenses incurred relative to the issuance of any bonds, notes, or other obligations for any project or series of projects;

(vii) All expenses of or incidental to determining the feasibility or practicability of any project or series of projects;

(viii) All costs of plans and specifications for any project or series of projects;

(ix) All costs of title insurance and examinations of title with respect to any project or series of projects;

(x) Repayment of any loans made for the advance payment of any part of any of the foregoing costs, including interest thereon and any other expenses of such loans relating to the project or series of projects;

(xi) Administrative expenses and such other expenses as may be necessary for or incidental to the project or the financing thereof or the placing of any project or series of projects in operation; and

(xii) The establishment of a fund or funds for the creation of a debt service reserve, a renewal and replacement reserve, or such other funds or reserves as the Board of Commissioners may approve with respect to the financing and operation of any project or series of projects, and as may be authorized by any bond resolution, trust agreement, indenture of trust, or similar instrument or agreement pursuant to the provisions of which the issuance of any bonds, notes, or other obligations for the benefit of the Interstate-16 SSD may be authorized.

Any cost, obligation, or expense incurred for any of the foregoing purposes shall be a part of the cost of the project and may be paid or reimbursed as such out of proceeds of bonds, notes, or other obligations issued for the benefit of the Interstate-16 SSD.

(c) “Project” means the design, construction, acquisition, equipping and financing of any project for public improvement and related public facilities within the District and the completion of any infrastructure maintenance or improvement plan or of a connectivity plan which is expected to be provided by the provision of the supplemental services or the imposition of the special improvement tax contemplated by this Resolution and shall include, but not limited to, the development of water and sewer capacity, stormwater improvements, roadways, sidewalks and other transportation improvements and other necessary infrastructure.

(d) “Special improvement tax” means a tax, fee or assessment levied by resolution or ordinance of the Board of Commissioners to fund the supplemental services and/or facilities to be provided (particularly, the project or any series of projects).

(e) “Supplemental services” means those services provided for the improvement of the Interstate-16 SSD, as and to the extent associated with the design, construction, acquisition, equipping, improvement and financing of any infrastructure maintenance or improvement plan, any connectivity plan, and any necessary or appropriate elements of the related project lying on or within the boundaries of the District.

SECTION 3. Creation of the Interstate-16 SSD. Pursuant to the authority granted by Special Service District Clause, there is hereby created a special district for the purpose of the provision of local government services and supplemental services and facilities to be funded, in whole or in part, by special improvement taxes therein to be known as the “Interstate-16 SSD”, the boundaries of which are within the geographic area set forth on Exhibit A attached hereto and by this reference incorporated and made a part of this Resolution.

SECTION 4. Term of the District. The District shall continue in perpetuity, subject to termination by further action by the Board of Commissioners in accordance with applicable law.

SECTION 5. Millage Rate. The County shall annually levy the Special Service District Tax at a rate not to exceed three (3) mills per \$1,000.00 of the assessed value of the Properties designated on Exhibit B that are subject to ad valorem tax revenue in order to generate additional ad valorem tax revenue to pay the County’s development and infrastructure costs in the Interstate-16 SSD.

SECTION 6. Partial Invalidity. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof unless expressly so held or determined by such court, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein, and this Resolution shall be construed to adopt, but not to enlarge upon, all applicable provisions of Georgia law, and, if any provisions hereof conflict with any applicable provision of such law, the latter as duly adopted by the General Assembly of Georgia and as interpreted by the courts of this State shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

SECTION 7. Repealer. Any and all resolutions, ordinances or parts of resolutions or ordinances in conflict with this Resolution shall be and the same hereby are repealed (but solely as and to the extent of any such conflict).

SECTION 8. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

SO RESOLVED THIS _____ DAY OF _____, 2023.

Effingham County Board of Commissioners

By: _____

Attest:

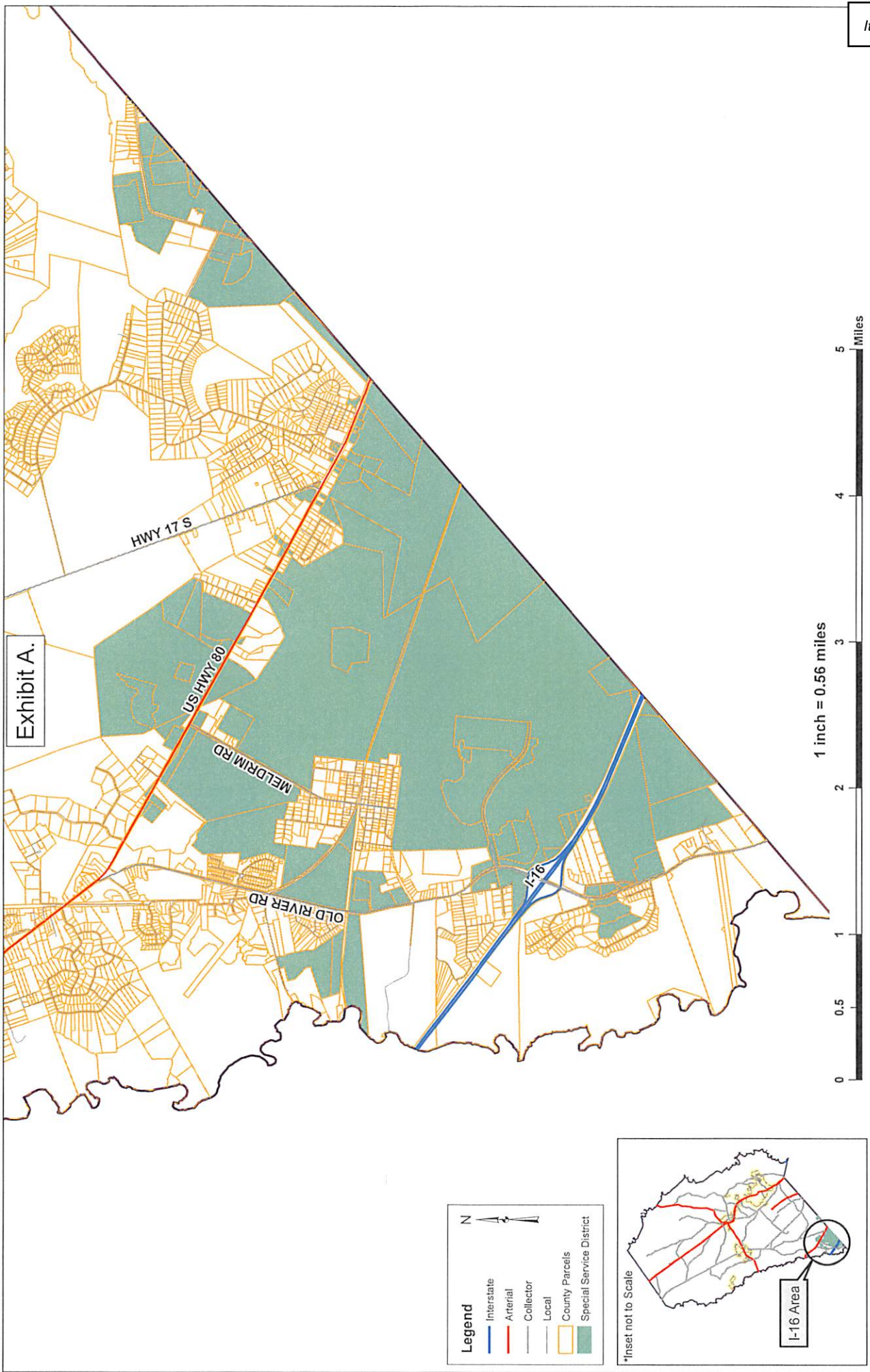


Exhibit A.

Legend

- Interstate
- Arterial
- Collector
- Local
- County Parcels
- Special Service District

*Inset not to Scale

I-16 Area

Exhibit B.

303-30	330-9A	355C-11
304-14	331-13	355C-13
304-15	331-14	355C-3
304-15A	331-21	355C-4
304-5	331-21A	356-1
304-9	331-21A01	378-11
305-3	331-21A02	378-14
305-4	331-21A03	378-18
305-4B	331-21B	378-20
305A-46	331-22	378-21
305A-47	331-3	378-21C
329-36	331-4	378-23
329-37	331-5	378-25
329-38	332-4	378-26
329-41	354-11	378-27
329-41A01	354-18	378-41
329-41B	354-21	378-42
329-41C	354-21B	378-9
329-41D	354-21C	378C-1
329-41E	354-22	378C-3
329-41E01	354-22A	378C-4
329-42	354-23	399-3
329-45PU	354-24	399-3Q
329-47A	354-27A	399-3D
329-48	354-30	399-3R
329-62	354-45	399-3T
329B-2	354-45IND	399-3B01
329D-1	354C-1	399-3G
329D-1A	354C-2	399-3H
329D-1B	354C-3	399-3A
329D-1C	355-1	399-3N
329D-1D	355-2	399-3J
329D-1E	355-3	399-3F
329D-1F	355-4PU	399-3K
329D-2	355A-7A	399-3E
329D-3	355A-8A	399-4
330-46	355A-9A	399-4A
330-47	355B-12	
330-9	355C-1	

Staff Report

Subject: Sketch Plan (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **3 Byrds Development, LLC** request approval of a **sketch plan** for “Bull Run_North Tract Development”, a 217-unit townhome subdivision. Located on Noel C Conaway Road, zoned **R-3. [Map# 352 Parcel# 18]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Bull Run_North Tract Development”, a 217-unit townhome subdivision.

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.
- This parcel was approved for rezoning at the June 6, 2023 Board of Commissioners Meeting.
- At the February 13, 2023 pre-application meeting, staff and the applicant discussed access management, block length, connectivity, development plan review requirements, and buffers.
- A stub-out to the property to the north (352-4) must be paved to the property line.
- Open space includes the 1.37 acres at Hwy 30, which is to be dedicated to Effingham County.
- Amenities included in the Sketch Plan are a dog park, covered picnic shelter, earthen walking trails, and a clubhouse.
- A maintenance association, homeowner’s association, or some other entity will be created to maintain all amenities and common areas.
- The applicant proposes to extend lines ~1000 to connect to existing water and sewer at Windfield Subdivision.
- A GDOT encroachment permit for access to Hwy 30 will be required during the development plan review process.
- Paved roads less than 28’ will not be permitted to allow parking, per sec. 7.1.13 Street right-of-way widths.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the June 13, 2023 Planning Board Meeting, Mr. Brad Smith made a motion for approval, Mr. Alan Zipperer seconded. The motion carried unanimously.

Alternatives

1. **Approve** the **sketch plan** for “Bull Run_North Tract Development”.
2. **Deny** the **sketch plan** for “Bull Run_North Tract Development”.

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 North Tract Development

Name of Applicant/Agent 3 Byrds Development, LLC Phone 912-328-6500

Company Name _____

Address 122 Canal Street, Suite 108, Pooler, GA 31322

Owner of Record 3 Byrds Development, LLC Phone 912-328-6500

Address 122 Canal Street, Suite 108, Pooler, GA 31322

Engineer Allen Engineering Services Phone 912-667-2667

Address 131 Silverwood Commercial Drive, Rincon, GA 31326

Surveyor Shupe Surveying Company, P.C Phone 912-265-0562

Address 130 Canal Street, Suite 501, Pooler GA 31322

Proposed water Effingham County Proposed sewer Effingham County

Total acreage of property 39.46 Acreage to be divided 36.49 Number of Lots Proposed 335

Current Zoning AR-1 Proposed Zoning R-3 Tax map – Block – Parcel No 03520018

Are any variances requested? NO If so, please describe: N/A

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

This 27th day of April, 2021

Brittany Bentley
Notary

[Signature]
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:		
✓		1. Proposed name of development.
✓		2. Names, addresses and telephone numbers of owner and applicant.
✓		3. Name, address and telephone number of person or firm who prepared the plans.
✓		4. Graphic scale (approximately 1"=100') and north arrow.
✓		5. Location map (approximately 1" = 1000').
✓		6. Date of preparation and revision dates.
✓		7. Acreage to be subdivided.
(b) Existing Conditions:		
✓		1. Location of all property lines.
✓		2. Existing easements, covenants, reservations, and right-of-ways.
✓		3. Buildings and structures.
✓		4. Sidewalks, streets, alleys, driveways, parking areas, etc.
✓		5. Existing utilities including water, sewer, electric, wells and septic tanks.
✓		6. Natural or man-made watercourses and bodies of water and wetlands.
✓		7. Limits of floodplain.
✓		8. Existing topography.
✓		9. Current zoning district classification and land use.
✓		10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
(c) Proposed Features:		
✓		1. Layout of all proposed lots.
✓		2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
✓		3. Proposed zoning and land use.
✓		4. Existing buildings and structures to remain or be removed.
✓		5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
✓		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 27th day of April, 2022

Brittany Bentley
Notary

[Signature]
Applicant
[Signature]
Owner





EOM Operations
Your solution to a better tomorrow

May 2nd, 2023

Jason Bryant, P.E.
Pittman Engineering
2591 Hwy 17S, Suite 303
Richmond Hill, GA 31324

Dear Mr. Bryant,

I am pleased to provide you with a review of the sketch plan submitted under the cover of 'Byrd North Tract', which can be found below.

Site Plan Review

Submittal Documents Sketch Plans.....*Apr. 2023*

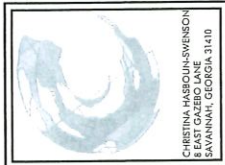
Comments

1. The minimum and maximum block lengths, as defined by the Effingham County Subdivision Ordinance, are not met by the proposed design.
2. On street parking requires a minimum pavement width of 28 ft if being provided on one side of the street.
3. Review the horizontal curves on this plan. If the curve radii are too tight, it will be difficult to achieve this plan when it reached site plan review. It is understood that this is only at the sketch plan phase, but the layout of the plan will likely need to be modified to accommodate needed roadway geometry.
4. Make sure that stopping sight distance is achieved for the proposed on street parking. When such design elements are located behind curves extra care needs to be taken to ensure a safety hazard is not created.
5. The encroachment on the easement will need to be approved by the applicable entity. GDOT Encroachment Permit will also be a part of the process.

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM

CC: Teresa Concannon, Planning Manager - Effingham County
Chelsie Fernald, Planner - Effingham County
Liberto Chacon, PE, Sr. Vice President - EOM



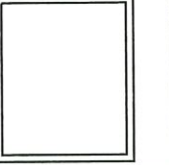
BOOMER HOMES INC.
122 Canal Street
Suite 108
Peebles, GA 31322

**SCHEMATIC
ELEVATIONS**

DRAFT

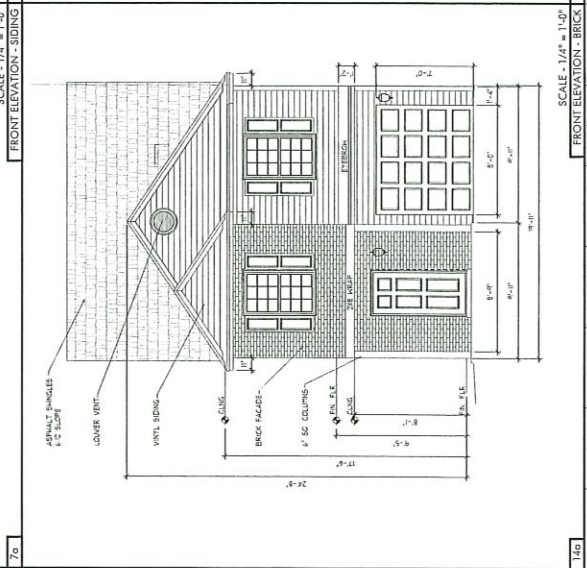
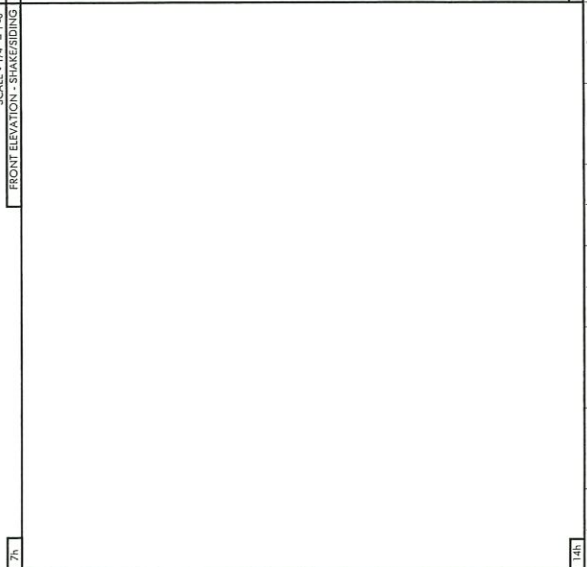
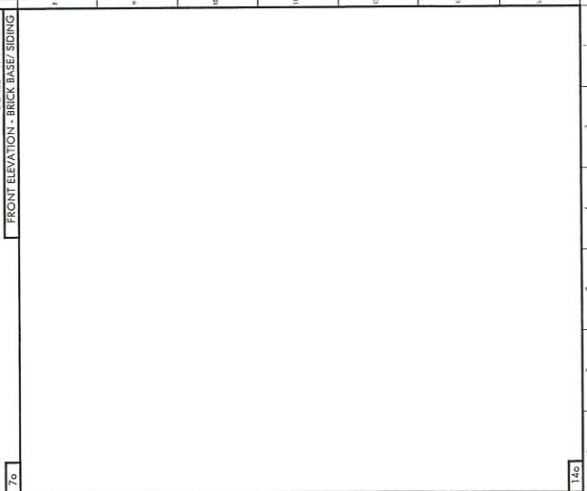
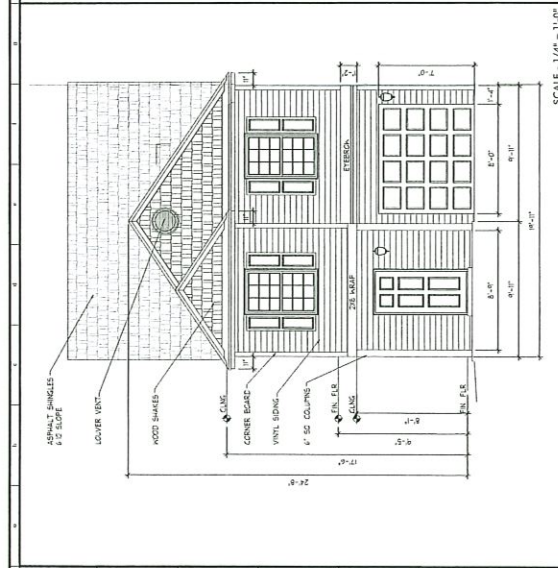
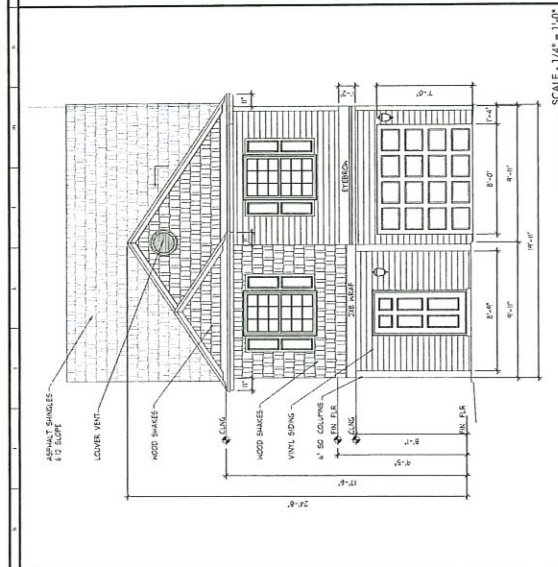
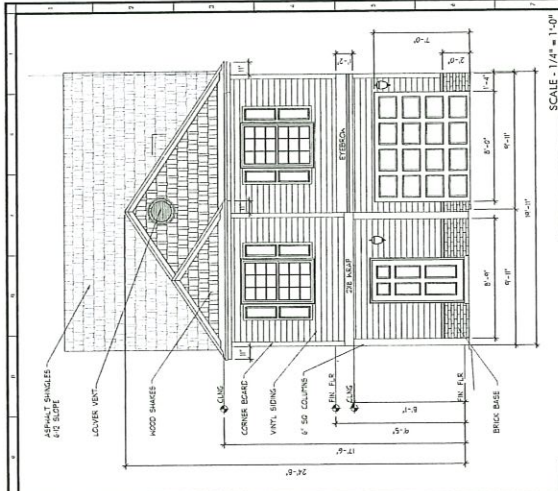
Issued:
05/17/22

Revisions:

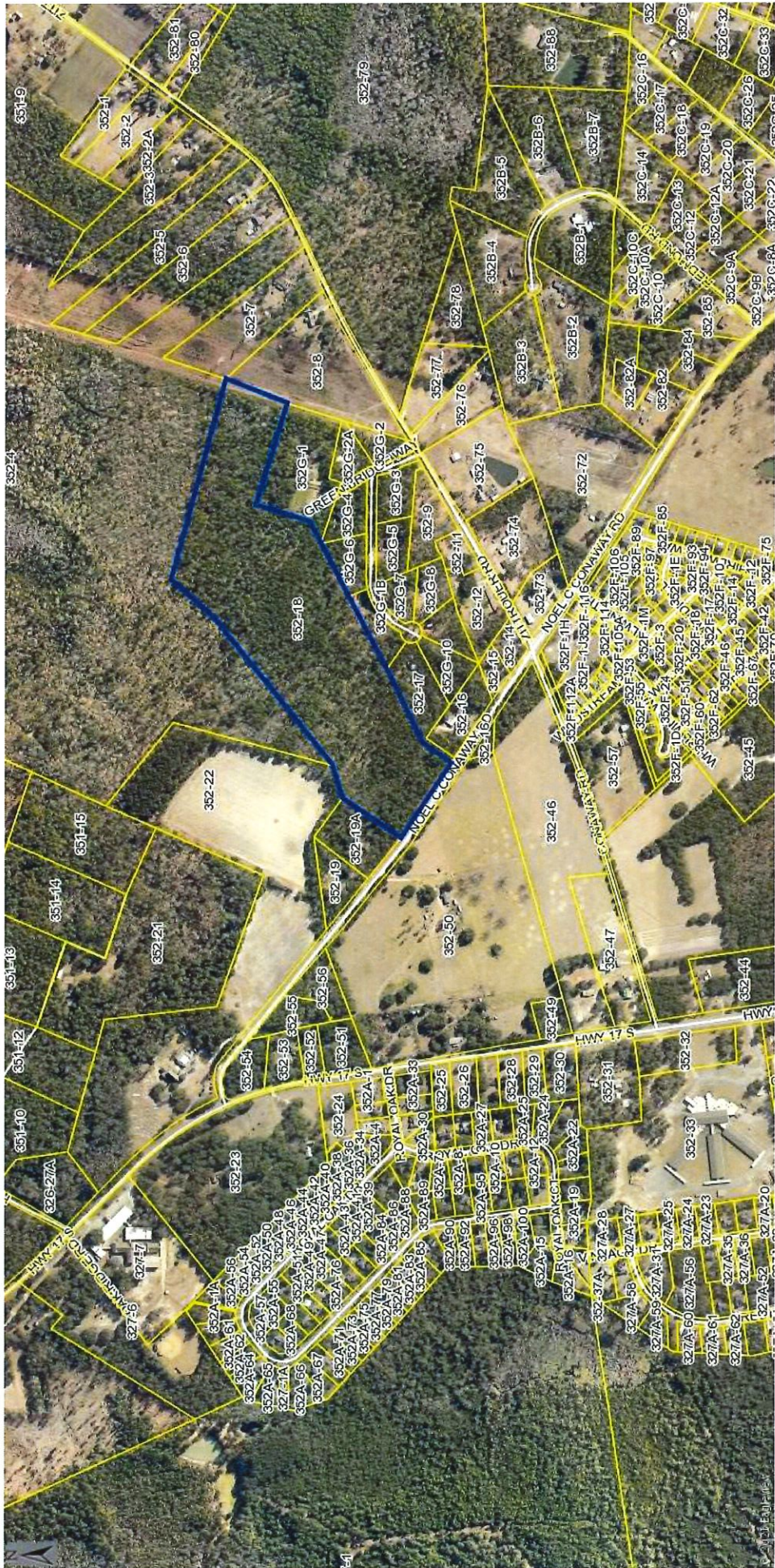


A1-2

©2022



NORTH TRACT SUBDIVISION



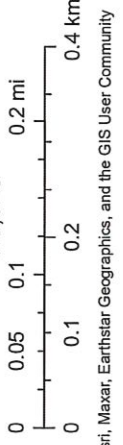
NORTH TRACT SUBDIVISION



5/19/2022, 9:17:26 AM

- Address Points
- Parcels2020
- Roads
- Future Land Use - Plan Date 10/1/2019
 - Agriculture
 - Conservation/Recreation
 - Public/Institutional
 - Residential
 - Transportation/Utilities
 - Undeveloped

1:9,028

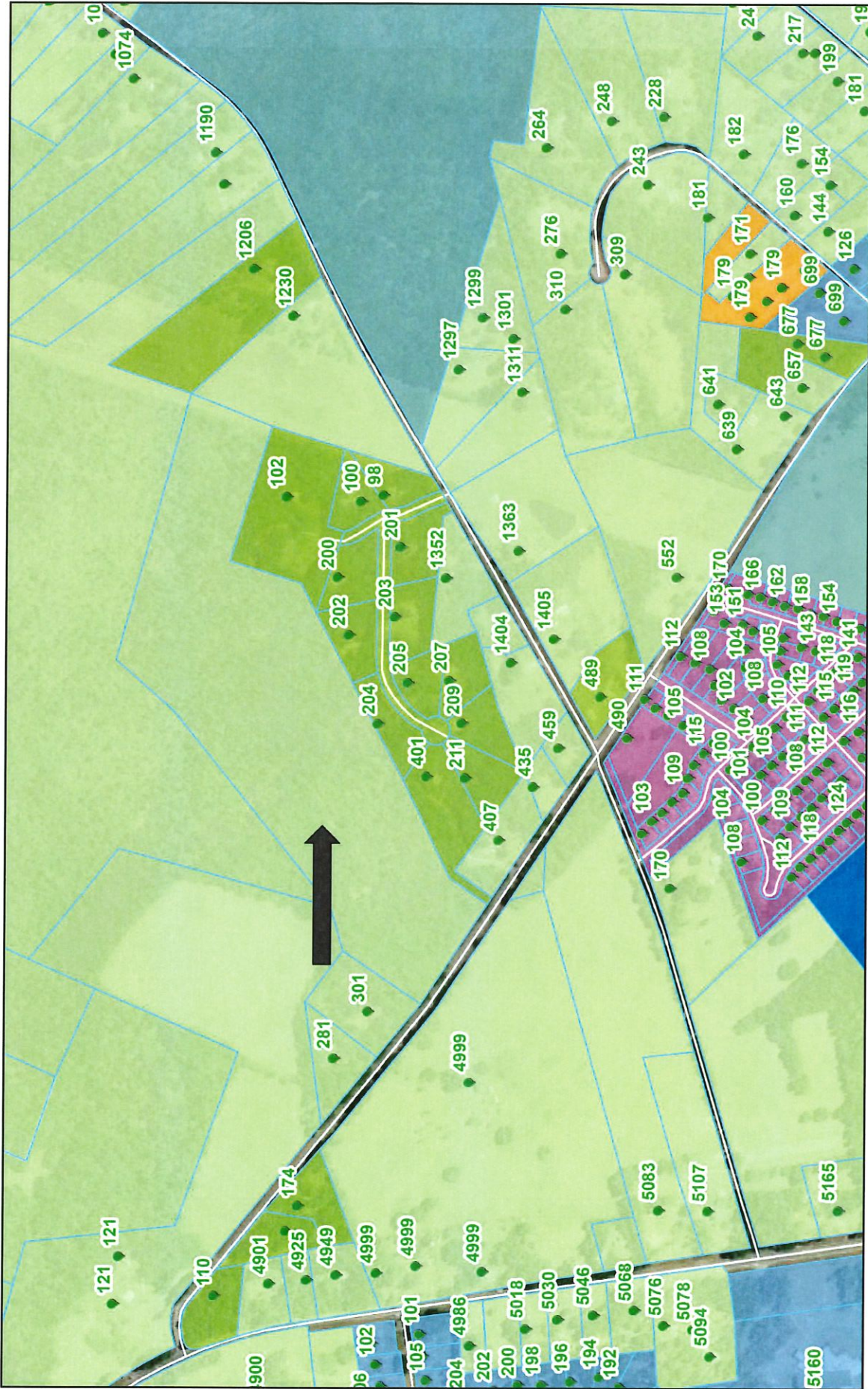


Item XV. 1.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Maxar | Esri, Inc., City of Naperville, Illinois | Effingham County BOC | <https://www.fws.gov/wetlands/data/data-download.html> ArcGIS Web AppBuilder

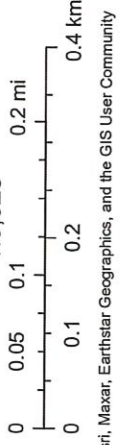
NORTH TRACT SUBDIVISION



5/19/2022, 9:15:27 AM

- Address Points
- Parcels2020
- Roads
- Effingham County Zoning
 - R-1
 - AR-1
 - AR-2
 - R-4
 - R-6
 - B-2
 - PD

1:9,028



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Staff Report

Subject: Sketch Plan (First District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Rogan DeMarco** requests approval of a **sketch plan** for “Windfield Parcel C&E Townhomes,” a 33-unit townhome subdivision. Located on Noel C Conaway Road, zoned **PD**. [Map# 352F Parcels# 1H&1J]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Windfield Parcel C&E Townhomes,” a 33-unit townhome subdivision.

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.
- These parcels are located within Phase I of the Windfield Subdivision. The Planned Development Text for Windfield Subdivision was approved in 2004 and allows for Townhomes within the first phase of the development.
- At the March 13, 2023 pre-application meeting, staff and the applicant discussed access management, water/sewer connectivity, buffers, and stormwater management.
- This development will be served by County water, sewer & reuse.
- Access for the development will be off Conaway Road.
- A 25’ buffer will be provided along GA State Route 30 and Conaway Road; this buffer will include an existing berm.
- A total of 1.02 acres will be used for greenspace, equaling 33.2% of the total acreage.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the June 13, 2023 Planning Board Meeting, Mr. Alan Zipperer made a motion for approval, Mr. Peter Higgins seconded. The motion carried unanimously.

Alternatives

1. **Approve** the **sketch plan** for “Windfield Parcel C&E Townhomes”.
2. **Deny** the **sketch plan** for “Windfield Parcel C&E Townhomes”.

Recommended Alternative: 1

Department Review: Development Services

Attachments: 1. Sketch Plan Application

Other Alternatives: 2

FUNDING: N/A

2. Aerial Photograph 3. Sketch Plan

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Windfield Parcel C & E Townhomes

Name of Applicant/Agent Rogen Demarco Phone 585-289-9272

Company Name N/A

Address 195 Spanton Cresent Pooler, GA 31322

Owner of Record Rogen Demarco Phone 585-289-9272

Address 195 Spanton Cresent Pooler, GA 31322

Engineer EMC Engineering Services, Inc Phone 912-644-3200

Address 27 Chatham Center South Ste A Savannah, GA 31405

Surveyor EMC Engineering Services, Inc Phone 912-644-3200

Address 27 Chatham Center South Ste A Savannah, GA 31405

Proposed water Effingham County Proposed sewer Effingham County

Total acreage of property 3.12 Acreage to be divided 3.12 Number of Lots Proposed 33

Current Zoning PD Proposed Zoning PD Tax map - Block - Parcel No 352F-1H - 352F-1J

Are any variances requested? No If so, please describe: _____

Developed per approved Windfield PD.

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

This 1st day of May, 2023

Angela Robbins
Notary

Rogen DeMarco
Applicant

Rogen DeMarco
Owner





27 Chatham Center South Dr.
 Suite A
 Savannah, GA 31405
 Phone: (912) 232-6533
 Fax: (912) 233-4580
 www.emc-eng.com



Item XV. 2.

LETTER OF TRANSMITTAL

TO: Effingham County
 Development Services
 Planning & Zoning Dept.

DATE: 5-2-23

FILE: 23-0032

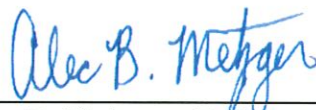
RE: Windfield Townhomes
 Conaway Road

We are transmitting herewith, under separate cover, the following:

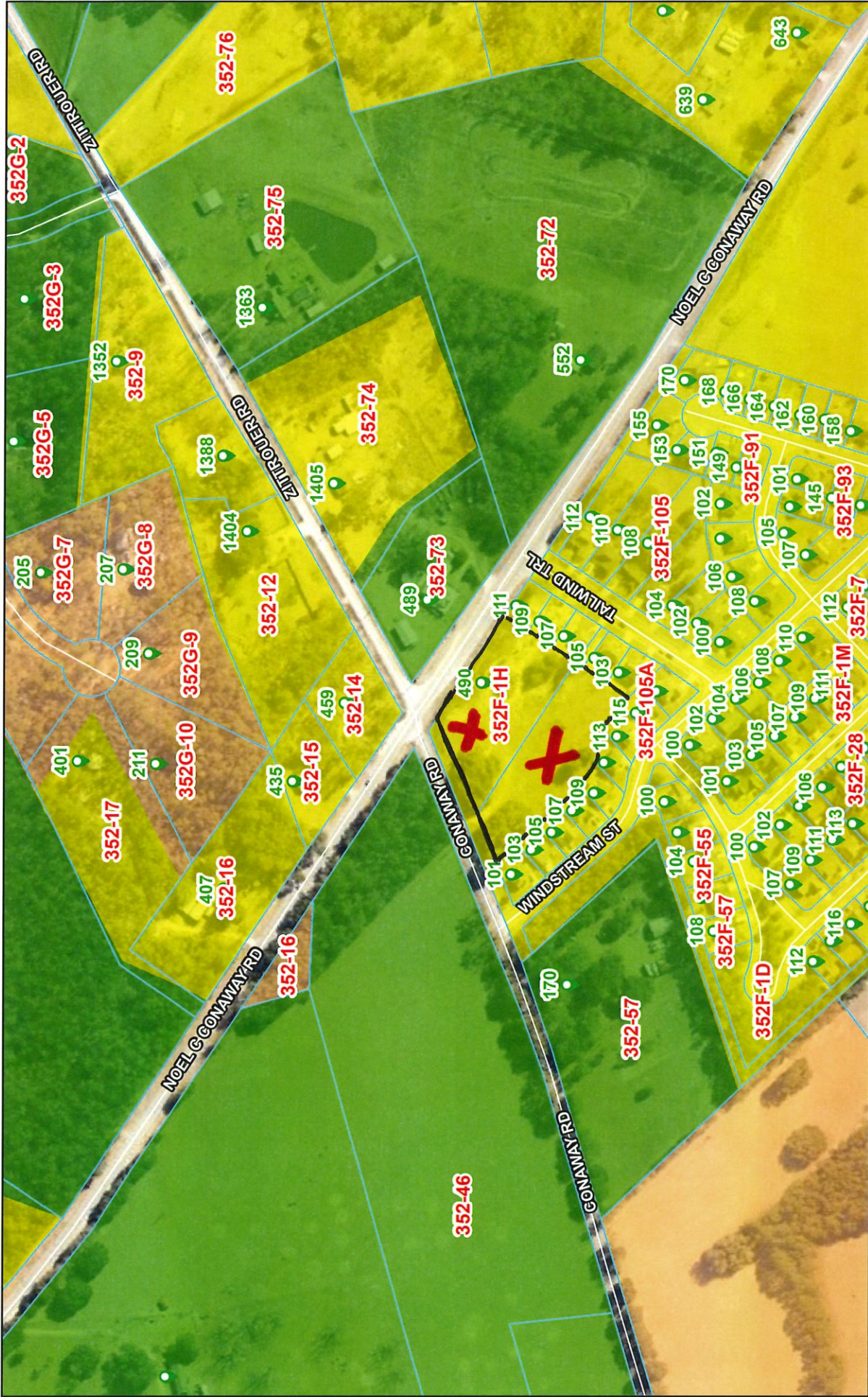
ITEM	ACTION	VIA
<input checked="" type="checkbox"/> Prints	<input checked="" type="checkbox"/> For your use	<input type="checkbox"/> Mail
<input type="checkbox"/> Tracings	<input checked="" type="checkbox"/> For review	<input type="checkbox"/> Air mail
<input type="checkbox"/> Specifications	<input type="checkbox"/> No exceptions taken	<input checked="" type="checkbox"/> Messenger
<input type="checkbox"/> Shop drawings	<input type="checkbox"/> Make corrections noted	
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Rejected-resubmit	
<input checked="" type="checkbox"/> Other		

COPIES	DATE	DESCRIPTION
1		Application for Sketch Plan and review fee.
1		Full size and reduced sketch plan

REMARKS: Submitting above referenced project for County review and approval of the sketch plan. If you require additional information or have any questions please let me know.

BY: 
 Alec B. Metzger, P.E.
 Sr. Vice President

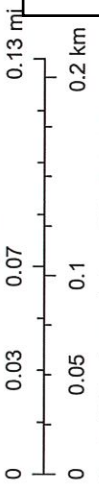
352F-1H&1J



5/4/2023

- Address Points
- Tax Parcels
- Agriculture
- Roads
- Residential
- Transportation/Utilities
- Undeveloped
- Efn_fin_cache
- Red: Band_1
- Green: Band_2

1:4,514



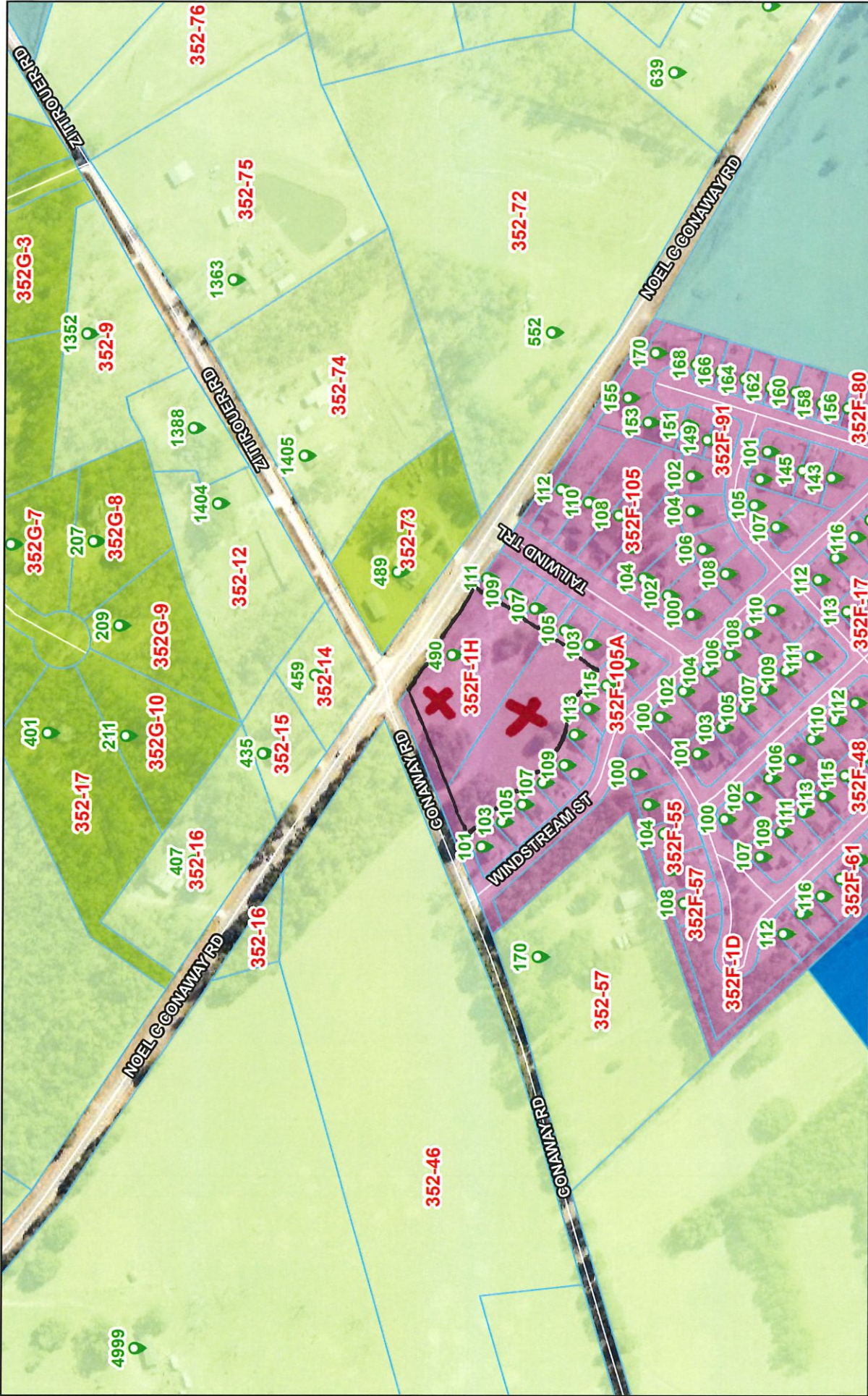
Item XV. 2.

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

352F-1H&1J



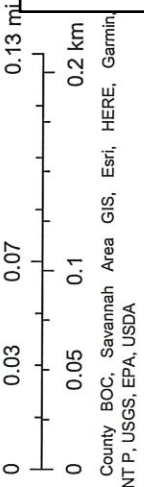
352F-1H&1J



5/4/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- Roads
- Effingham County Zoning
- AR-1
- AR-2
- R-6
- B-2
- PD Efr_fin_cache
- Red: Band_1
- Green: Band_2

1:4,514



Item XV. 2.

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Staff Report

Subject: Sketch Plan (Second District)
Author: Chelsie Fernald, Planner
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Greenland Developers** request approval of a **sketch plan** for “Brunson Station (aka Helmey Development),” a 304 single and multi-family residential subdivision. Located on Noel C Conaway Road, zoned **PD-R. [Map# 418 Parcel# 2E]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Brunson Station (aka Helmey Development),” a 304 single and multi-family residential subdivision.

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 304 – unit subdivision will be served by County water, sewer, and reuse.
- The density is 2 dwelling units per 170.36 gross acres (204 single family units and 136 townhomes); net density is 3.3 units per 104.03 buildable acres. Open space (25.10 acres) includes 10.2 acres of ponds and 14.85 acres of usable area.
- Amenities will include a dog park, pool & accessory structure; multipurpose fields, walking trails, and open space with benches and parking throughout the development.
- A 30’ vegetative buffer is provided around the perimeter of the development.
- The intersection of Noel C Conaway Road and Kolic Helmey Road are part of the Transportation Master Plan and improvements were recommended; the developer has entered into an agreement and cost share to improve the intersection.
- At the February 15, 2022 Board of Commissioners meeting, Commissioner Burdette added the following conditions:
 1. Future use of the above-referenced property shall meet the requirements of the approved PD – Residential document and master plan.
 2. Site development plans shall comply with Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.
 3. All wetland impacts must be approved and permitted by USACE
 4. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to the Effingham County Traffic Study Requirements.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the June 13, 2023 Planning Board Meeting, Mr. Alan Zipperer made a motion for approval, Mr. Peter Higgins seconded. The motion carried unanimously.

Alternatives

1. **Approve the sketch plan** for “Brunson Station (aka Helmey Development),” with the following conditions:
 1. Future use of the above-referenced property shall meet the requirements of the approved PD – Residential document and master plan.
 2. Site development plans shall comply with Effingham County Water Resources Protection Ordinance and the Stormwater Management Local Design Manual.

- 3. All wetland impacts must be approved and permitted by USACE
- 4. A Traffic Impact Assessment must be submitted during the development plan review process, pursuant to the Effingham County Traffic Study Requirements.

2. Deny the sketch plan for “Brunson Station (aka Helmey Development)”.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Sketch Plan Application 2. Aerial Photograph 3. Sketch Plan

EFFINGHAM COUNTY SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____ Classification: _____

Date Reviewed: _____ Reviewed by: _____

Proposed Name of Subdivision Brunson Station (aka Helmey Development)

Name of Applicant/Agent Troy Smith Phone 912-220-1631

Company Name Greenland Developers

Address PO Box 1628 Springfield, GA 31329

Owner of Record Greenland Developers Phone 912-220-1631

Address PO Box 1628 Springfield, GA 31329

Engineer EMC Engineering Services, Inc Phone 912-232-6533

Address 27 Chatham Center South, Suite A Savannah, GA 31405

Surveyor EMC Engineering Services, Inc Phone 912-232-6533

Address 27 Chatham Center South, Suite A Savannah, GA 31405

Proposed water Effingham County Proposed sewer Effingham County

Total acreage of property 170.49 Acreage to be divided _____ Number of Lots Proposed 340

Current Zoning PD Proposed Zoning _____ Tax map - Block - Parcel No 418 - 00 - 02E

Are any variances requested? N/A 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 8th day of May, 2023
Crystal Graham Higdon
Notary

Applicant Troy Smith
Owner Crystal Graham Higdon

Crystal Graham Higdon
Notary Public, Effingham County, Ga
My Commission Expires August 15, 2025

418-2E

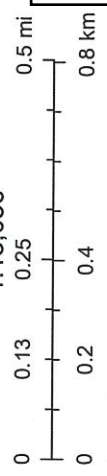


5/24/2023

- Tax Parcel Labels
- Wetlands
 - Freshwater Emergent Wetland
 - Freshwater Forested/Shrub Wetland
- Tax Parcels
- Roads

- Freshwater Pond
- Riverine
- FEMA Flood Zone
 - A
 - AE

1:18,056

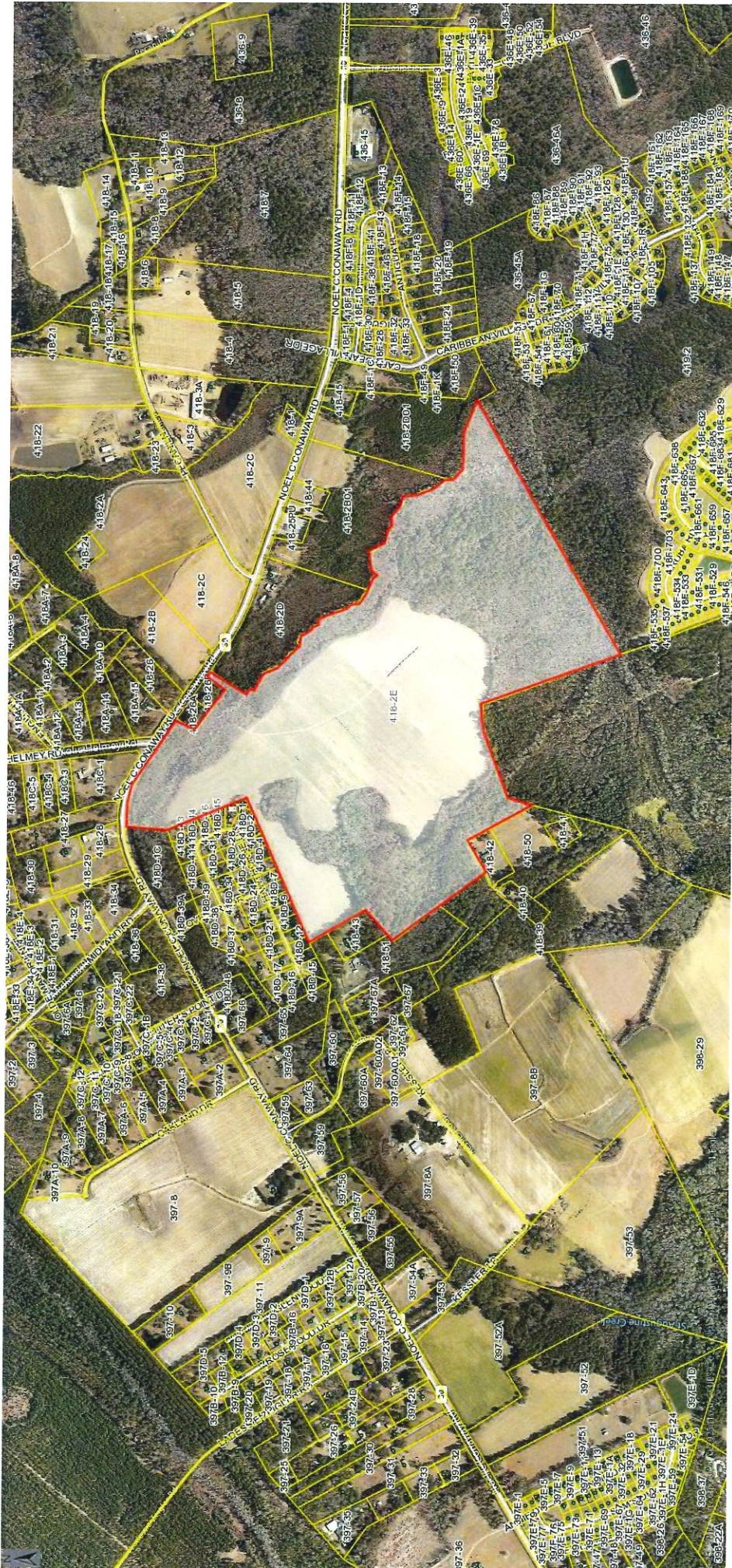


Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin
 INCREMENT P, USGS, METI/NASA, EPA, USDA

Item XV. 3.

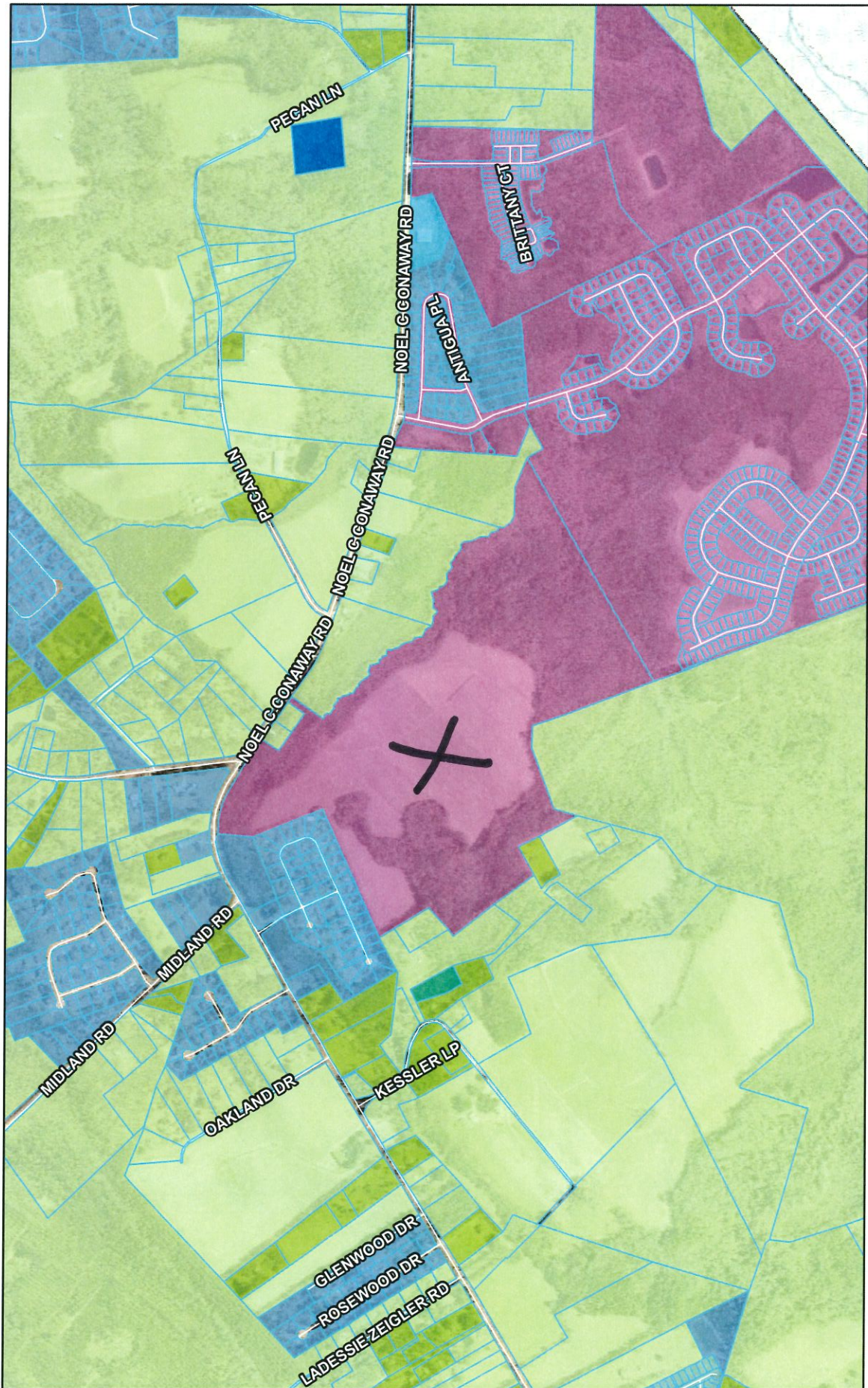
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418-2E



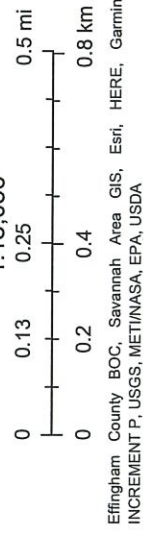
418-2E

Item XV. 3.



5/24/2023

1:18,056



- Tax Parcel Labels Effingham County Zoning
 - R-1
 - AR-1
 - B-2
 - B-3
 - B-1
 - PD
 - Efn_fin_cache
 - Red: Band_1
 - Green: Band_2
- Tax Parcels
- Roads

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin,
 INCREMENT P, USGS, METINASA, EPA, USDA

NO.	REVISION DESCRIPTION	DATE

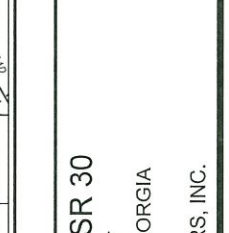


GRAPHIC SCALE: 1" = 150'

EMC ENGINEERING SERVICES, INC.
 27 Chatham Center South, Suite A
 Effingham, GA 31801
 PH: (912) 232-4533
 FAX: (912) 233-4580
 savannah@emc-eng.com
 www.emc-eng.com

EMC
 CIVIL
 MARINE
 ENVIRONMENTAL

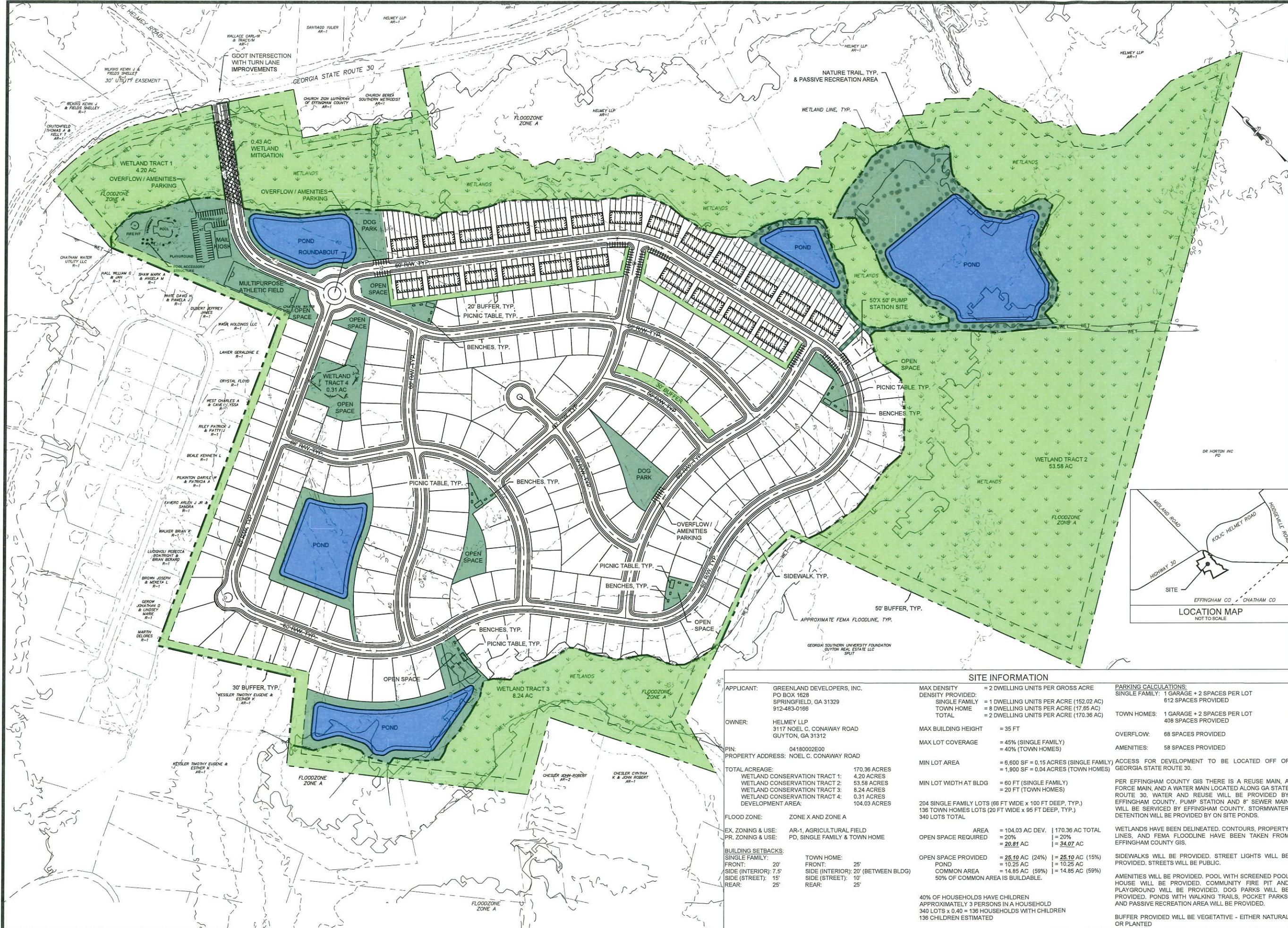
ALBANY, ATLANTA, AUGUSTA, BRANSON, COLUMBUS, SAVANNAH, STATESBORO, THOMASTON, VALDOSTA



MASTER PLAN
HELMET TRACT - SR 30
 10TH GM DISTRICT
 EFFINGHAM COUNTY, GEORGIA
 Prepared for:
GREENLAND DEVELOPERS, INC.

PROJECT NO.:	21-0082
DRAWN BY:	MRK
DESIGNED BY:	ABM
SURVEYED BY:	
SURVEY DATE:	
CHECKED BY:	ABM
SCALE:	1" = 150'
DATE:	JANUARY 2022

SHEET
1
 OF 2



SITE INFORMATION			
APPLICANT:	GREENLAND DEVELOPERS, INC. PO BOX 1628 SPRINGFIELD, GA 31329 912-483-0166	MAX DENSITY DENSITY PROVIDED:	= 2 DWELLING UNITS PER GROSS ACRE = 1 DWELLING UNITS PER ACRE (152.02 AC) = 8 DWELLING UNITS PER ACRE (17.65 AC) = 2 DWELLING UNITS PER ACRE (170.36 AC)
OWNER:	HELMET LLP 3117 NOEL C. CONAWAY ROAD GUYTON, GA 31312	MAX BUILDING HEIGHT	= 35 FT
PIN:	04180002E00	MAX LOT COVERAGE	= 45% (SINGLE FAMILY) = 40% (TOWN HOMES)
PROPERTY ADDRESS:	NOEL C. CONAWAY ROAD	MIN LOT AREA	= 6,600 SF = 0.15 ACRES (SINGLE FAMILY) = 1,900 SF = 0.04 ACRES (TOWN HOMES)
TOTAL ACREAGE:	170.36 ACRES WETLAND CONSERVATION TRACT 1: 4.20 ACRES WETLAND CONSERVATION TRACT 2: 53.56 ACRES WETLAND CONSERVATION TRACT 3: 8.24 ACRES WETLAND CONSERVATION TRACT 4: 0.31 ACRES DEVELOPMENT AREA: 104.03 ACRES	MIN LOT WIDTH AT BLDG	= 60 FT (SINGLE FAMILY) = 20 FT (TOWN HOMES)
FLOOD ZONE:	ZONE X AND ZONE A	204 SINGLE FAMILY LOTS (66 FT WIDE x 100 FT DEEP, TYP.) 136 TOWN HOMES LOTS (20 FT WIDE x 95 FT DEEP, TYP.) 340 LOTS TOTAL	PER EFFINGHAM COUNTY GIS THERE IS A REUSE MAIN, A FORCE MAIN, AND A WATER MAIN LOCATED ALONG GA STATE ROUTE 30. WATER AND REUSE WILL BE PROVIDED BY EFFINGHAM COUNTY. PUMP STATION AND 8" SEWER MAIN WILL BE SERVICED BY EFFINGHAM COUNTY. STORMWATER DETENTION WILL BE PROVIDED BY ON SITE PONDS.
EX. ZONING & USE:	AR-1, AGRICULTURAL FIELD	AREA	= 104.03 AC DEV. = 170.36 AC TOTAL
PR. ZONING & USE:	PD, SINGLE FAMILY & TOWN HOME	OPEN SPACE REQUIRED	= 20% = 20% = 20.81 AC = 34.07 AC
BUILDING SETBACKS:	TOWN HOME:	OPEN SPACE PROVIDED	= 25.10 AC (24%) = 25.10 AC (15%) POND = 10.25 AC = 10.25 AC COMMON AREA = 14.85 AC (59%) = 14.85 AC (59%) 50% OF COMMON AREA IS BUILDBLE.
SINGLE FAMILY:	FRONT: 20' SIDE (INTERIOR): 7.5' SIDE (STREET): 15' REAR: 25'	40% OF HOUSEHOLDS HAVE CHILDREN APPROXIMATELY 3 PERSONS IN A HOUSEHOLD 340 LOTS x 0.40 = 136 HOUSEHOLDS WITH CHILDREN 136 CHILDREN ESTIMATED	WETLANDS HAVE BEEN DELINEATED, CONTOURS, PROPERTY LINES, AND FEMA FLOODLINE HAVE BEEN TAKEN FROM EFFINGHAM COUNTY GIS.
	FRONT: 25' SIDE (INTERIOR): 20' (BETWEEN BLDG) SIDE (STREET): 10' REAR: 25'	AMENITIES WILL BE PROVIDED. POOL WITH SCREENED POOL HOUSE WILL BE PROVIDED. COMMUNITY FIRE PIT AND PLAYGROUND WILL BE PROVIDED. DOG PARKS WILL BE PROVIDED. PONDS WITH WALKING TRAILS, POCKET PARKS, AND PASSIVE RECREATION AREA WILL BE PROVIDED.	SIDEWALKS WILL BE PROVIDED. STREET LIGHTS WILL BE PROVIDED. STREETS WILL BE PUBLIC.
		BUFFER PROVIDED WILL BE VEGETATIVE - EITHER NATURAL OR PLANTED	

C:\2021\21-0082 HELMET SR 30 LAYOUT\DWG\21-0082_002.DWG 1/20/2022 9:13 AM

Staff Report

Subject: Sketch Plan (Third District)
Author: Chelsie Fernald, Planner II
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Teramore Development** as agent for **Ashley Fleetwood, George & Angela Usher** request approval for a **sketch plan** “Dollar General #25069”. Located on **Shawnee Road & Highway 21**, zoned **B-2**. [Map# 264A Parcels# 20&21]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for “Dollar General #25069”, with conditions.

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 January 9, 2023 pre-application meeting staff met with the developers and discussed the site limitations, buffers, the use of a private well & septic, and stormwater management.
- At the April 11, 2023 Planning Board meeting for the rezoning and variance request, Mr. Alan Zipper made a motion with the following conditions:
 1. A recombination plat must be approved by Development Services, and recorded, before site development plans are submitted.
 2. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 – Flood Damage Prevention**.
 3. A traffic impact assessment or traffic memo will be required during the development plan review process.
- Mr. Ryan Thompson added a condition:
 1. The approved variance to reduce the vegetative buffer applies only in the case of a necessary drainfield expansion.
- At the May 2, 2023 Board of Commissioners meeting, Commissioner Jamie DeLoach added a condition:
 1. A 30’ buffer will be adhered to between the commercially zoned and residentially zoned parcels across Etheridge Road. This buffer may include the detention pond, however if the pond is not needed, the 30’ planted vegetative buffer will remain in place
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.
- At the June 13, 2023 Planning Board Meeting, Mr. Peter Higgins made a motion for approval, Mr. Ryan Thompson seconded. The motion carried unanimously.

Alternatives

1. **Approve the sketch plan** for “Dollar General #25069” with the following conditions:
 1. Development plans shall meet the requirements of Section 5.11 B-3 Highway Commercial Districts.
 2. A recombination plat must be approved by Development Services, and recorded, before site development plans are submitted.
 3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and Chapter 34 – Flood Damage Prevention.

- 4. A traffic impact assessment or traffic memo will be required during the development plan review
- 5. The approved variance to reduce the vegetative buffer applies only in the case of a necessary drainfield expansion.
- 6. A 30' buffer will be adhered to between the commercially zoned and residentially zoned parcels across Etheridge Road. This buffer may include the detention pond, however if the pond is not needed, the 30' planted vegetative buffer will remain in place

2. Deny the sketch plan for “Dollar General #25069”.

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 ^{Project} Subdivision Dollar General # 25069

Name of Applicant/Agent Teramore Development / Zach Cummins Phone 229 516 4289

Company Name Teramore Development

Address PO BOX 64100 THOMASVILLE GA 31758

Owner of Record Ashley Fleetwood, George & Angela Weyer Phone 229 516 4289

Address 56100 & 56200 HWY 21 N SPRINGFIELD GA

Engineer Tidewater Engineering Phone (912) 268-2164

Address 200 Plantation Chase, St. Simons Island, GA 31522

Surveyor Jackson Surveying Phone _____

Address 207 Rose Drive, Brunswick, GA 31520

Proposed water well Proposed sewer septic

Total acreage of property 1.54 Acreage to be divided N/A Number of Lots Proposed 1

Current Zoning B-1, A-R Proposed Zoning B-2 Tax map - Block - Parcel No 264A- 20 & 21

Are any variances requested? Y If so, please describe: Reduced buffer along Etheridge St. from 30' to 15'. Allow septic replacement area to encroach into the 30' SE buffer and Hwy 21 buffer. Reduce Hwy 21 buffer from 15' x 30' to Ten feet.

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

This 18 day of April, 2025

[Signature]
Notary

[Signature]
Applicant

[Signature]
Owner



NA	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
NA	8. Water distribution infrastructure master plan.

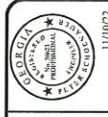
The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 18 day of April, 2013

Notary [Signature]

Applicant [Signature]
Owner [Signature]



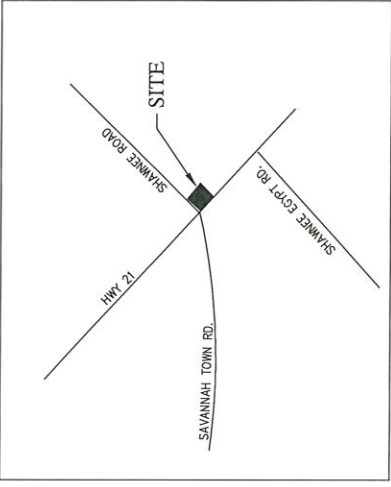


11/10/22
TIDEWATER ENGINEERING, INC.
 200 PLANTATION CHASE, SUITE 16
 ST. SIMONS ISLAND, GEORGIA 31522
 PHONE (912) 268-2164 EMAIL: info@tidewatereng.com

REV.	DATE:	DESCRIPTION	BY:

DOLLAR GENERAL STORE #25069
 5684 HWY 21 N
 SPRINGFIELD, EFFINGHAM COUNTY, GA
STAKING PLAN

DRAWN: BPS
 APPROVED: BPS
 DATE: 11/10/22
 PROJ#: 22-049
 SCALE: AS SHOWN
 SHEET
4 OF 18

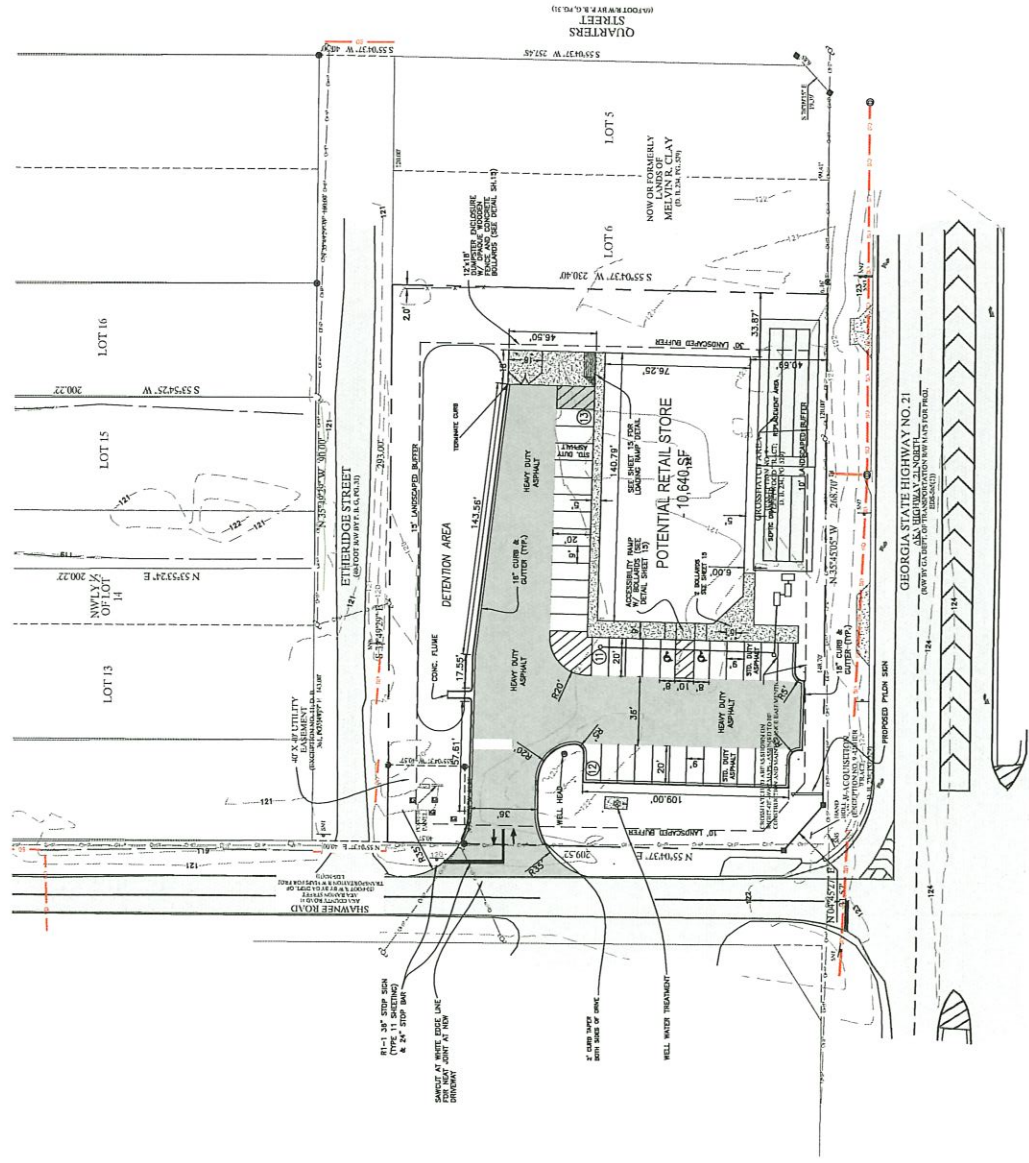


LOCATION MAP
NTS

ZONING:
 CURRENTLY ZONED B-1 & A-R
 LAND USE: RESIDENTIAL AND BUSINESS
 PROPOSED ZONING: B-2
 PROPOSED LAND USE: RETAIL

APPLICANT:
 TIDEWATER ENGINEERING, INC.
 200 PLANTATION CHASE
 ST. SIMONS ISLAND, GA 31522
 (912) 268-2164

OWNER/DEVELOPER:
 TERAMORE DEVELOPMENT, LLC
 P.O. BOX 6460
 THOMASVILLE, GA 31758
 (229) 516-4289



PARKING SUMMARY:
 REQUIRED SPACES:
 1 SPACE PER 300 S.F. OF FLOOR AREA
 10,640 S.F. OF FLOOR SPACE / 300 = 35 SPACES
 TOTAL SPACES REQUIRED: 35 SPACES
 TOTAL SPACES PROVIDED: 38 SPACES INCLUDING 3 HO SPACES

SETBACKS:
 NONE REQUIRED
BLDG. HEIGHT RESTRICTIONS:
 NONE



Red Oak Environmental, LLC
 Patrick Davies, Soil Scientist Curtis Ray, Soil Scientist
 PO Box 7101
 Tifton, GA 31793
 229-848-1234

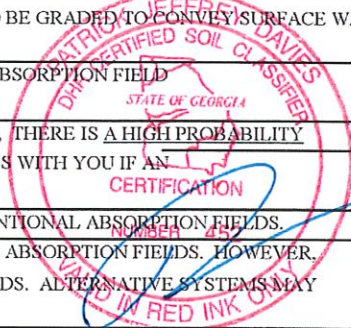
Item XV. 4.

COUNTY: Effingham	DATE: 11/11/2022
OWNER: Teramore Development	
SUBDIVISION:	
LOT NUMBER:	
SITE LOCATION: Hwy 21 and Shawnee Road	
BILLING ADDRESS:	
SCALE: On Map	
INTENSITY LEVEL OF INVESTIGATION: Three	

	SOIL SERIES <i>SEE SUITABILITY CODES</i>	SLOPE % <i>ranges of the soil type</i>	DEPTH TO BEDROCK <i>(ranges) Inches</i>	DEPTH TO SEASONAL HIGH H2O TABLE <i>(inches)</i> <i>ranges</i>	ABSORPTION RATE AT RECOMMENDED TRENCH DEPTH MIN/ IN. <i>predicted range(s)</i>	RECOMMENDED TRENCH DEPTH <i>(inches)</i>	SUITABILITY CODE
	Pelham	1 to 3	Greater than 60	12	25	Area Fill	C

AREAS WHICH FLOOD OR HAVE POTENTIAL FOR PROBLEMS ASSOCIATED WITH FLOODING/PONDING SHOULD NOT BE UTILIZED.
 AREAS UTILIZED FOR ABSORPTION FIELDS SHOULD BE SHAPED FOR RAPID RUNOFF AND SHOULD BE GRADED TO CONVEY SURFACE WATER AWAY FROM THE DRAINFIELD .

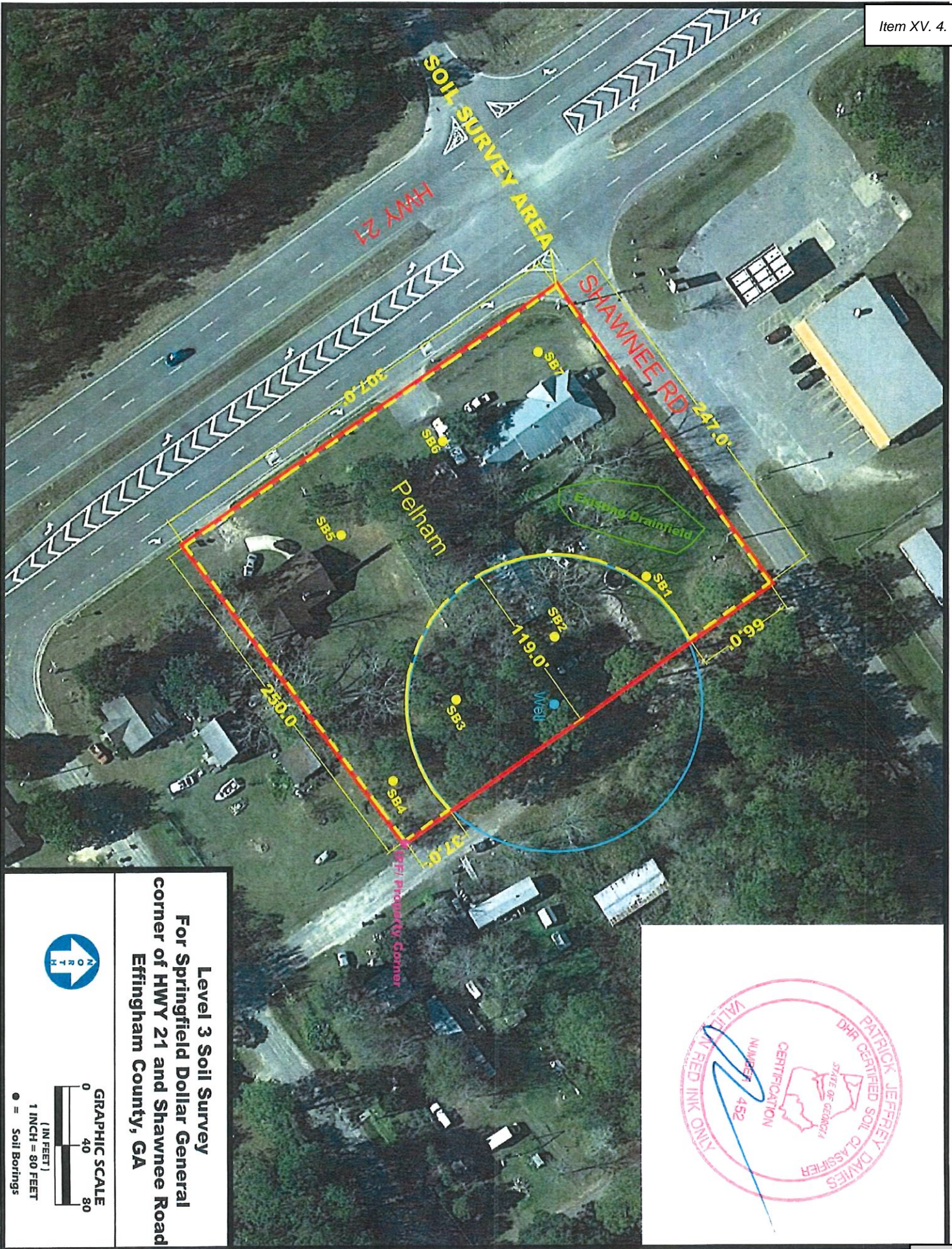
A	SUITABILITY CODE = SOIL SERIES SHOULD HAVE ABILITY TO FUNCTION AS SUITABLE ABSORPTION FIELD WITH PROPER DESIGN, INSTALLATION, AND MAINTENANCE.
C	SUITABILITY CODE = DUE TO WATER TABLE, FLOODING AND OR DRAINAGE PROBLEMS, THERE IS A HIGH PROBABILITY OF FAILURE FOR CONVENTIONAL SYSTEMS . (YOUR HEALTH DEPARTMENT CAN DISCUSS WITH YOU IF AN ALTERNATIVE SYSTEM MIGHT BE AN OPTION FOR YOUR SITUATION.)
F	SUITABILITY CODE = NORMALLY CONSIDERED UNSATISFACTORY FOR USE FOR CONVENTIONAL ABSORPTION FIELDS.
U	SUITABILITY CODE= THESE SOIL SERIES HAVE THE ABILITY TO FUNCTION AS SUITABLE ABSORPTION FIELDS. HOWEVER, BRIEF PERCHING OF WATER MAY CAUSE TEMPORARY PROBLEMS FOR ABSORPTION FIELDS. ALTERNATIVE SYSTEMS MAY BE A SOLUTION TO OFFSET THIS PROBLEM.



The information contained in this report is based on the pedons (test borings) classified in the field. All boring locations, as well as, other miscellaneous soil conditions and features, are located by pacing and/or a Trimble Geo XH GPS to assist in maintaining quality control. The projected boundary of each soil map unit is based on the professional opinion and judgment of the Soil Scientist. Soil boundary lines should be considered as a transitional zone where one soil condition intergrades into another, rather than, as an exact boundary. Red Oak Environmental, LLC does not design, install, maintain or permit waste disposal systems and does not guarantee the performance of any waste disposal system. Your local Health Department holds full authority in the permitting of onsite waste disposal systems. Your local Health Department may view the soil conditions differently than the Soil Scientist and will have the final say in their county. This report is based on conventional septic systems and all recommendations are based on installation from the original soil surface unless stated otherwise. Any changes or alterations made to the soil maps or interpretations without the written approval of Red Oak Environmental, LLC voids the seal of the Soil Scientist.

Remarks and comments:

Soil survey area shown on attached map.



Level 3 Soil Survey
 For Springfield Dollar General
 corner of HWY 21 and Shawnee Road
 Effingham County, GA



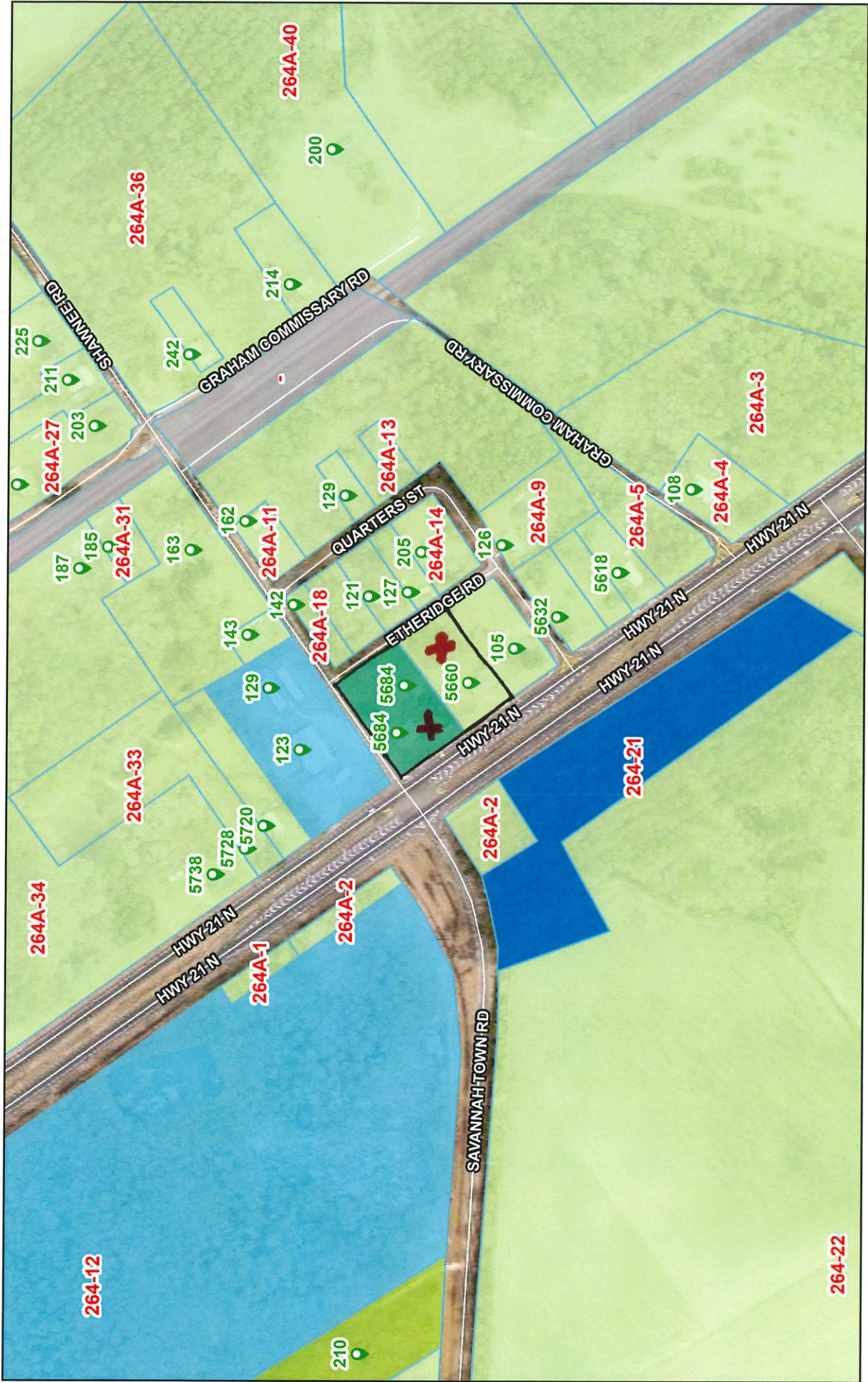
● = Soil Borings



264A-20&21



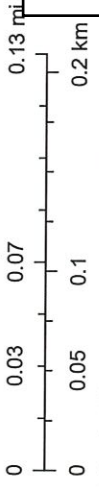
264A-20&21



5/1/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- AR-1
- AR-2
- B-1
- B-2
- B-3
- Efn_fin_cache
- Other
- Red: Band_1
- Green: Band_2

1:4,514



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

Item XV. 4.

Staff Report

Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Jacob Tadlock & Halie Tadlock** as Agents for **Buddy Rose** request to **rezone** 5 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 533 Old Louisville Road. **[Map# 272 Parcel# 20]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 5 acres from **AR-1** to **AR-2** to allow for the creation of a home site, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to create a home site, approximately 1 acre in size. This new lot will be served by an existing 30' access easement.
- Neither of the proposed lots will meet the 5-acre minimum threshold for the AR-1 zoning district, therefore, the entire 5 acres must be rezoned.
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
 - Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson and carried unanimously.

Alternatives

- 1. Approve** the request to **rezone** 5 acres from **AR-1** to **AR-2**, with the following condition:
 1. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- 2. Deny** the request to **rezone** 5 acres from **AR-1** to **AR-2**.

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 APPLICATION

Application Date: 5/4/23

Applicant/Agent: Jacob Tadlock and Halie Tadlock

Applicant Email Address: Tadlock248@gmail.com

Phone # 912-657-5769

Applicant Mailing Address: 533 old louisville rd

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: Buddy Rose
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): buddyrose1975@gmail.com

Phone # 912-657-8587

Owner's Mailing Address: 533 old louisville rd

City: Guyton State: GA Zip Code: 31312

Property Location: 533 old louisville rd Guyton GA, 31312

Proposed Road Access: old louisville rd

Present Zoning of Property: AR1 Proposed Zoning: AR2

Tax Map-Parcel # 272-20 Total Acres: 5 Acres to be Rezoned: 5

Lot Characteristics: open land

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 _____ South _____ East _____ West _____

1. Describe the current use of the property you wish to rezone.

Land is not being used for anything other than residential.

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

Yes

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

residential use. mobile home

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


residential.

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?

it will be suitable because surrounding property is used as 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?

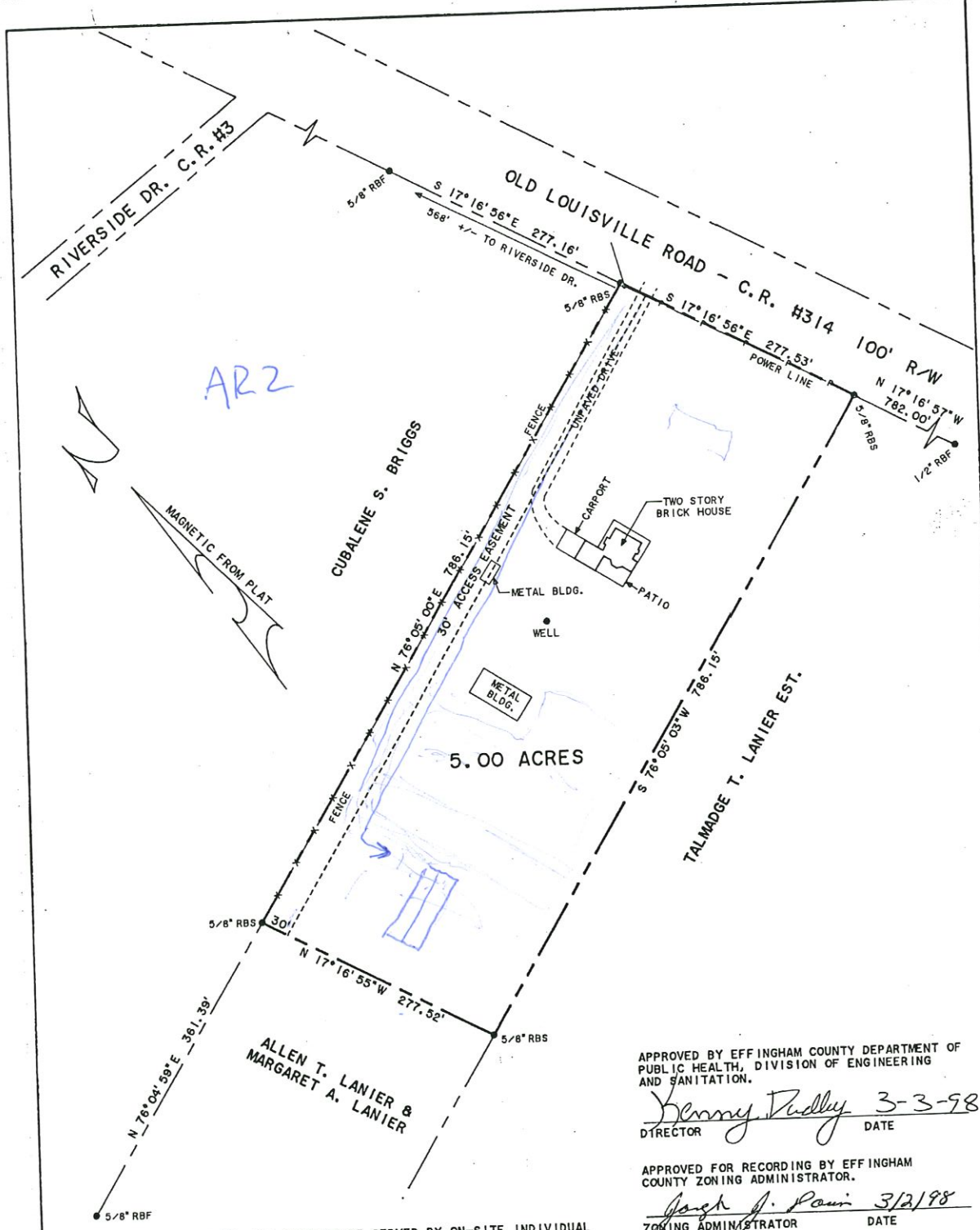
No

Applicant Signature: 

Date 5/4/23

Filed for Record

Book B8 Page B1
Date 3/4/1998



NOTE: ALL LOTS TO BE SERVED BY ON-SITE INDIVIDUAL SEWAGE SYSTEMS SHALL MEET EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH RULES AND REGULATIONS FOR ON-SITE SEWAGE MANAGEMENT SYSTEMS, CHAPTER 290-5-26.

REFERENCES:
 PLAT CABINET "A", SLIDE 159
 PLAT BOOK 3, PAGE 16
 SURVEYOR'S RECORD 1, PAGE 357
 PLAT BOOK 11, PAGE 92

ERROR OF CLOSURE:
 FIELD DATA 1/392,055
 ANGULAR ERROR 03" PER Δ POINT
 ADJUSTED BY COMPASS RULE
 PLAT CLOSURE 1/863,617

EQUIPMENT USED:
 03" THEODOLITE
 ELECTRONIC DISTANCE METER



APPROVED BY EFFINGHAM COUNTY DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENGINEERING AND SANITATION.

Jenny Dudley 3-3-98
 DIRECTOR DATE

APPROVED FOR RECORDING BY EFFINGHAM COUNTY ZONING ADMINISTRATOR.

Jack J. Pavin 3/2/98
 ZONING ADMINISTRATOR DATE

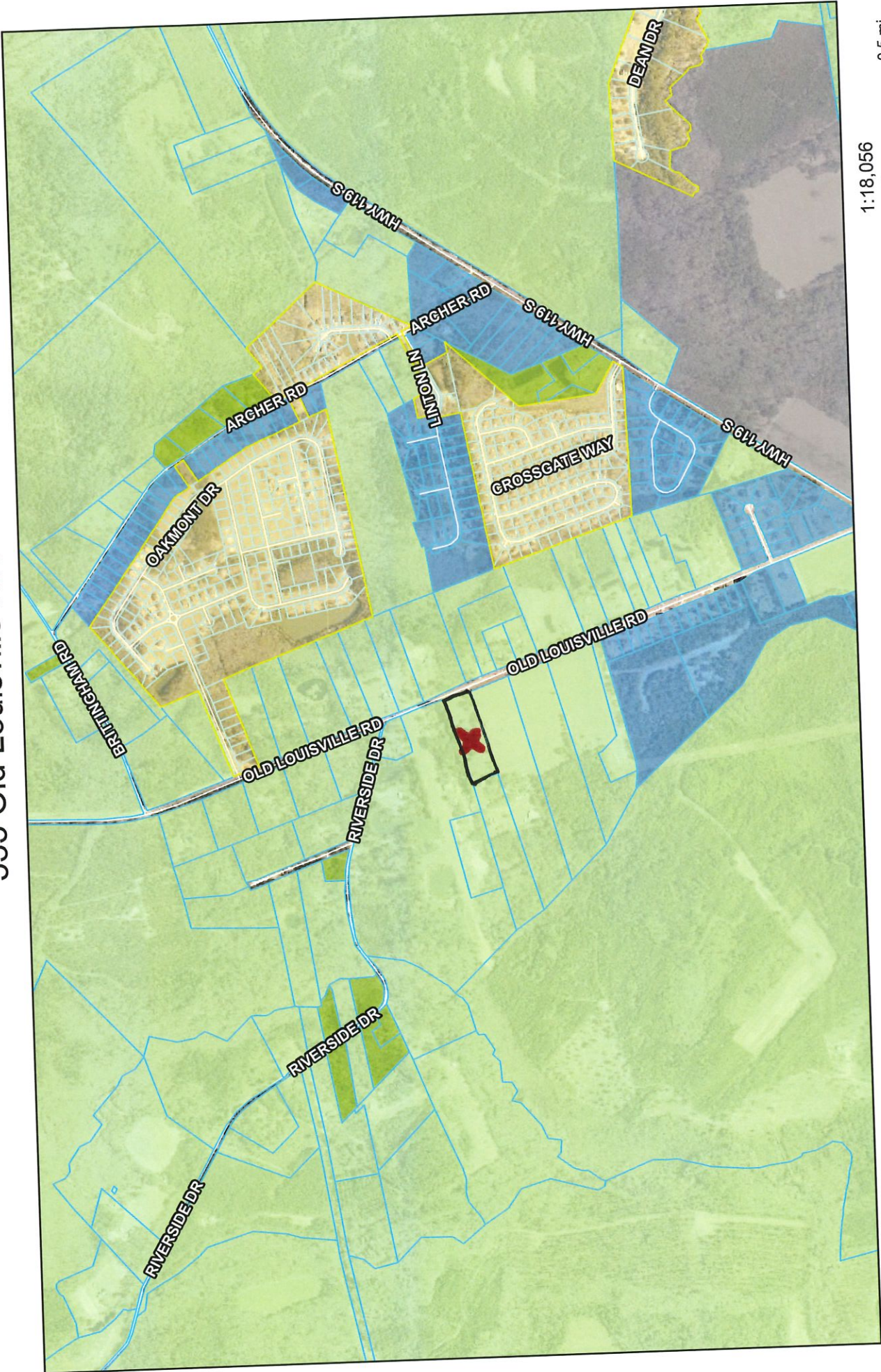
PLAT OF 5.00 ACRES DIVIDED FROM PROPERTY OF ALLEN T. & MARGARET A. LANIER SURVEYED FOR RUSSEL D. ROSE & REBECCA L. ROSE	
LOCATION: G. M. D. 10, EFFINGHAM COUNTY, GEORGIA	
SCALE: 1 INCH = 100 FEET	
DATE: FEB. 23, 1998	FILE NO. 4835
WILDER SURVEYING & MAPPING (912) 826-5412, PO BOX 369 RINCON, GA 31326	

533 Old Louisville Road



533 Old Louisville Road

Item XV. 5.



1:18,056

0 0.13 0.25 0.4 0.5 mi

0 0.2 0.4 0.8 km

Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, METI/
NASA, EPA, USDA

- 5/8/2023
- Municipal Boundaries
- Tax Parcel Labels
- Tax Parcels
- Roads
- Effingham County Zoning
- AR-1
- AR-2
- R-1
- Other
- Efn_fin_cache
- Red: Band_1
- Green: Band_2

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 **Jacob & Halie Tadlock as Agent for Buddy Rose – (Map # 272 Parcel # 20)** from AR-1 to AR-2 zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

Planning Board Meeting – June 13, 2023

JKS

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 **Jacob & Halie Tadlock as Agent for Buddy Rose – (Map # 272 Parcel # 20)** from AR-1 to AR-2 zoning.

Handwritten initials: JB

- Yes ~~No~~ ? 1. Is this proposal inconsistent with the county's master plan?
- Yes ~~No~~ ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ~~No~~ ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ~~No~~ ? 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?
- Yes ~~No~~ ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes ~~No~~ ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes ~~No~~ ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes ~~No~~ ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 **Jacob & Halie Tadlock as Agent for Buddy Rose – (Map # 272 Parcel # 20)** from AR-1 to AR-2 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 **Jacob & Halie Tadlock as Agent for Buddy Rose – (Map # 272 Parcel # 20)** from AR-1 to AR-2 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 **Jacob & Halie Tadlock as Agent for Buddy Rose – (Map # 272 Parcel # 20)** from AR-1 to AR-2 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?



**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
272-20

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
272-20

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, JACOB TADLOCK & HALIE TADLOCK AS AGENTS FOR BUDDY ROSE has filed an application to rezone five (5.0) +/- acres; from AR-1 to AR-2 to allow for the creation of a home site; map and parcel number 272-20, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT five (5.0) +/- acres; map and parcel number 272-20, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following condition:

1. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.

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: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Jacob Tadlock & Halie Tadlock** as Agents for **Buddy Rose** request to **rezone** 5 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 533 Old Louisville Road. **[Map# 272 Parcel# 20]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 5 acres from **AR-1** to **AR-2** to allow for the creation of a home site, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to create a home site, approximately 1 acre in size. This new lot will be served by an existing 30' access easement.
- Neither of the proposed lots will meet the 5-acre minimum threshold for the AR-1 zoning district, therefore, the entire 5 acres must be rezoned.
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
 - Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 5 acres from **AR-1** to **AR-2**, with the following condition:
 1. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
2. **Deny** the request to **rezone** 5 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

Staff Report

Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Katherine R. Waddell** requests to **rezone** 4.54 acres from **AR-1** to **AR-2** to allow for division of the parcel. Located at 2335 Springfield Egypt Road. **[Map# 316 Parcel# 2]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.54 acres from **AR-1** to **AR-2** to allow for division of the parcel, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to separate one acre from the front portion of the property for combination with an adjacent AR-1 parcel (316A-1).
- 316A-1 is a 5-acre lot within Harmony Acres; a major subdivision comprised of conforming AR-1 lots. The addition of 1 acre to 316A-1 will alter the lot in a manner which does not impact the zoning, use, or character of the subdivision.
- The remaining 4.54 acres does not meet the minimum 5 acres required for the AR-1 zoning district, and must therefore be rezoned.
- At the 6/13/2023 Planning Board meeting, Peter Higgins made a motion to approve, with the following conditions:
 - Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson and carried unanimously.

Alternatives

- 1. Approve** the request to **rezone** 4.54 acres from **AR-1** to **AR-2**, with the following condition:
 1. Minor subdivision plat must be approved by Development Services, and recorded before rezoning can take effect.
- 2. Deny** the request to **rezone** 4.54 acres from **AR-1** to **AR-2**.

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 APPLICATION

Application Date: 4-26-23

Applicant/Agent: Katherine B Waddell

Applicant Email Address: Kathy.Waddell87@TCloud.com

Phone # 912-547-7069

Applicant Mailing Address: 2335 Springfield Egypt Rd.

City: Springfield State: Ga Zip Code: 31329

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 2335 Springfield Egypt Rd.

Proposed Road Access: Springfield Egypt Rd.

Present Zoning of Property: AR-1 Proposed Zoning: AR-2

Tax Map-Parcel # 3116-2 Total Acres: 5.54 Acres to be Rezoned: 4.54

Lot Characteristics: home site

WATER

Private Well

Public Water System

SEWER

Private Septic System

Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: New lot does not meet AR-1 required acreage.

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-2 West AR-1

1. Describe the current use of the property you wish to rezone.

Residential

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

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

Residential

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

Residential

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?

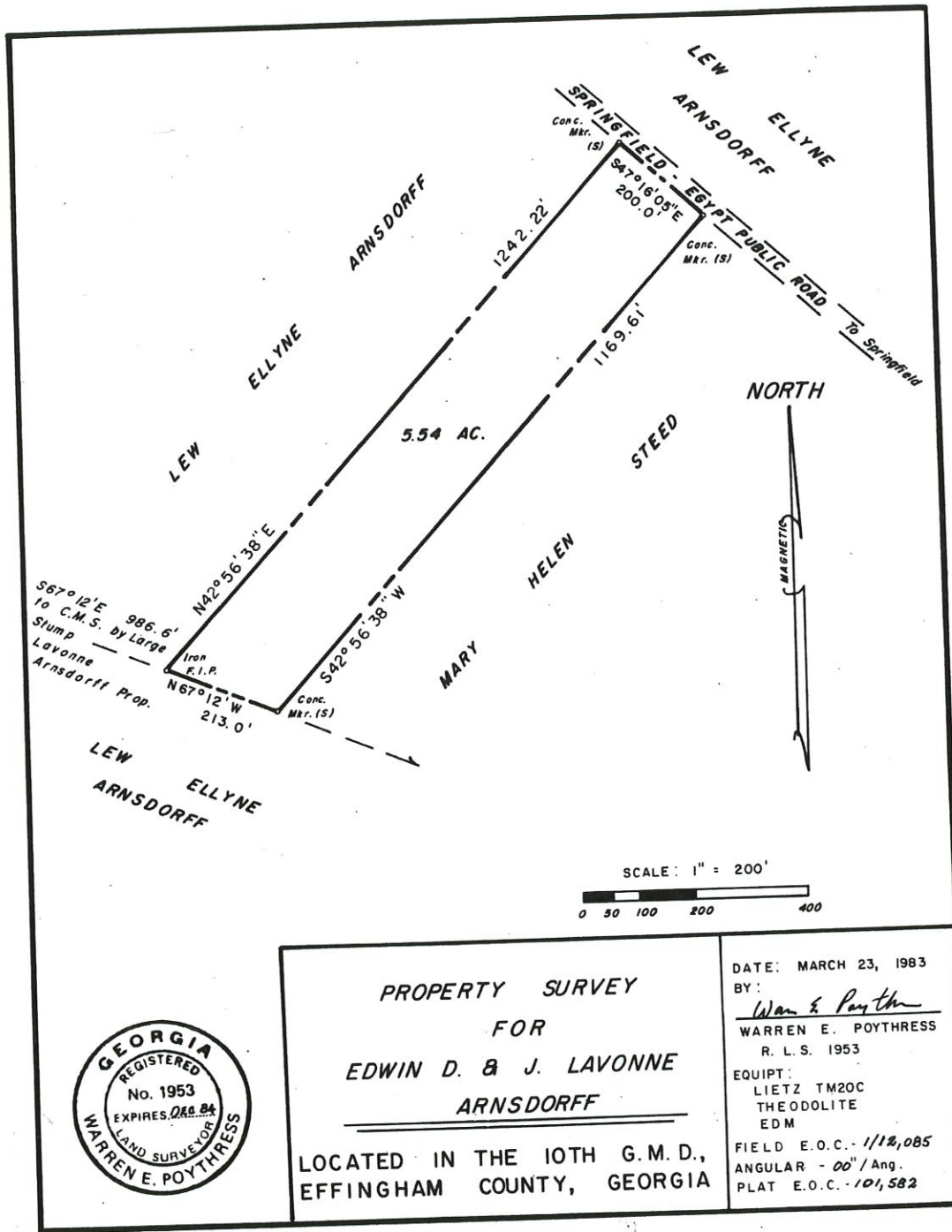
Residential

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

Applicant Signature: Katherine R Waddell Date 4-28-23

174

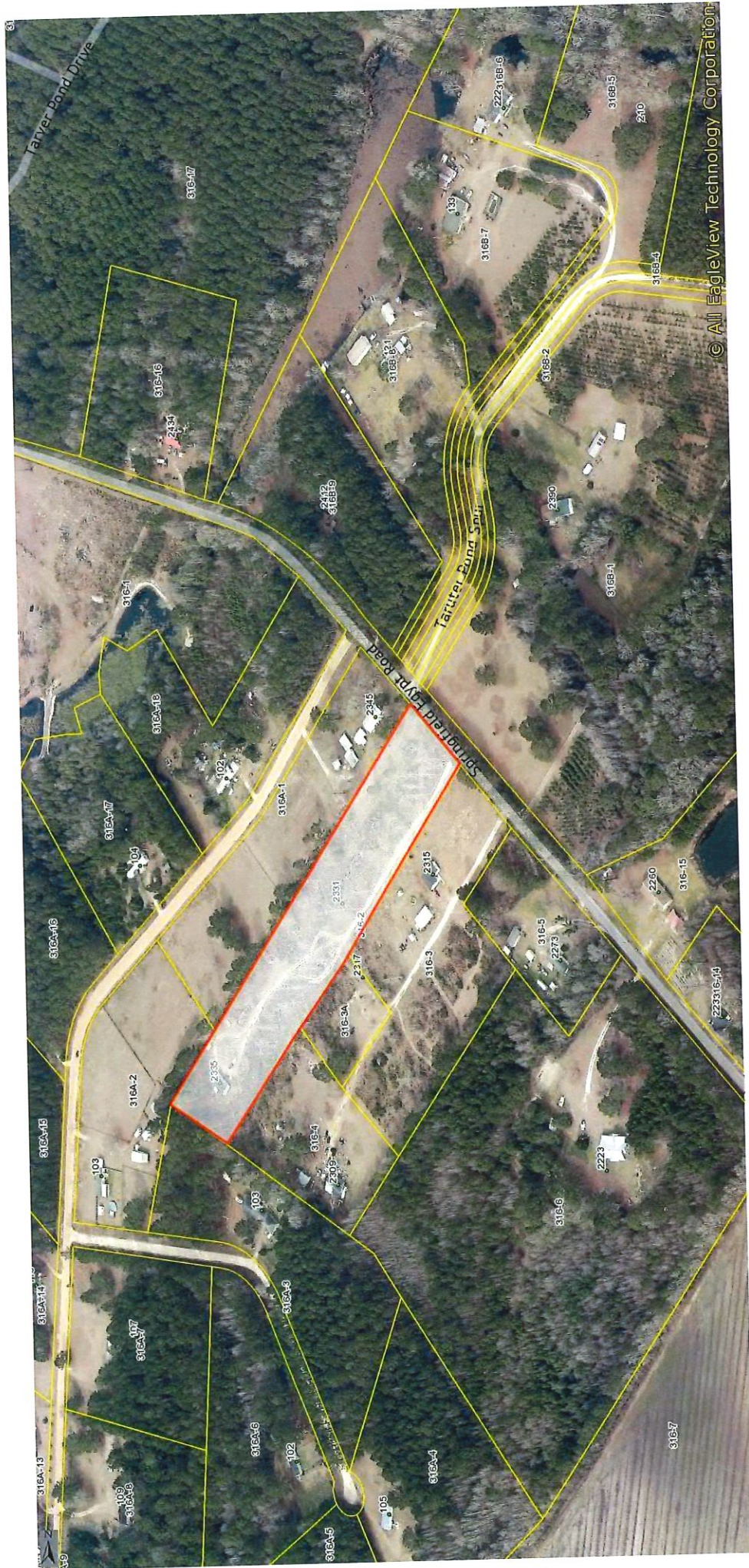


PROPERTY SURVEY
FOR
EDWIN D. & J. LAVONNE
ARNSDORFF

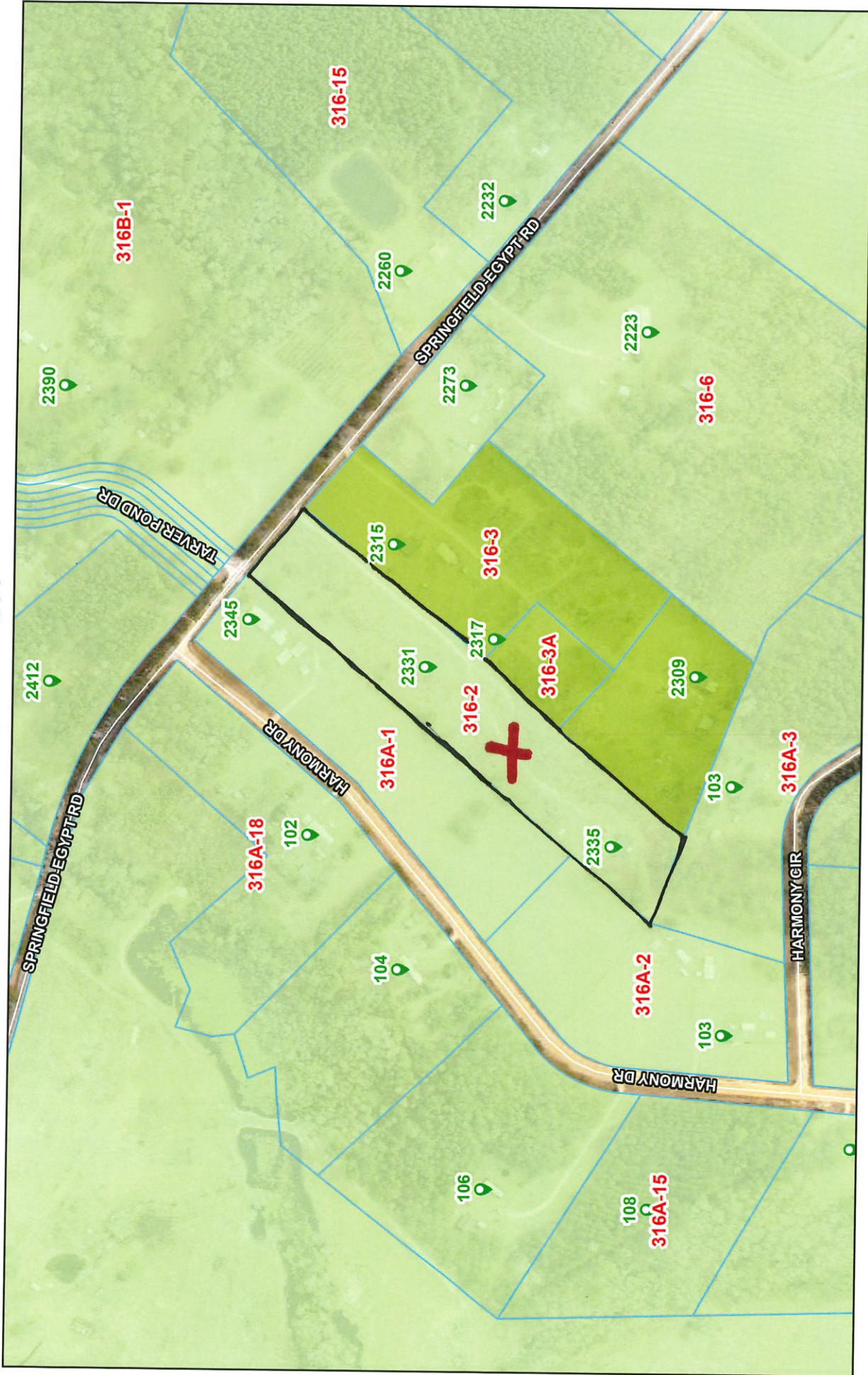
LOCATED IN THE 10TH G.M.D.,
EFFINGHAM COUNTY, GEORGIA

DATE: MARCH 23, 1983
BY: *Warren E. Poythress*
WARREN E. POYTHRESS
R. L. S. 1953
EQUIP:
LIETZ TM20C
THEODOLITE
EDM
FIELD E.O.C. - 1/12,085
ANGULAR - 00" / Ang.
PLAT E.O.C. - 101,582

2335 Springfield Egypt Road



2335 Springfield Egypt Road



5/1/2023

- Address Points
- Tax Parcels
- Tax Parcel Labels
- AR-1
- AR-2 Efn_fin_cache
- Roads
- Effingham County Zoning
- Band_1
- Band_2

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Effingham County BOC

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 **Katherine R. Waddell – (Map # 316 Parcel # 2)** from AR-1 to AR-2 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 **Katherine R. Waddell – (Map # 316 Parcel # 2)** from AR-1 to AR-2 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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Katherine R. Waddell – (Map # 316 Parcel # 2)** from AR-1 to AR-2 zoning.

AZ

- 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.

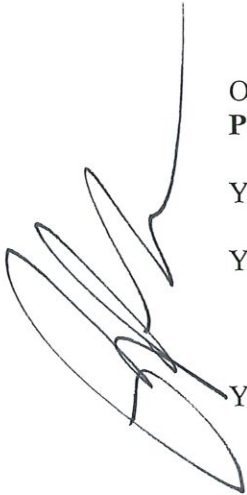
After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy 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 **Katherine R. Waddell – (Map # 316 Parcel # 2)** from AR-1 to AR-2 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 Pett DISAPPROVAL _____

Of the rezoning request by applicant **Katherine R. Waddell – (Map # 316 Parcel # 2)** from AR-1 to AR-2 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?

 ✓

Pett

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Katherine R. Waddell** requests to **rezone** 4.54 acres from **AR-1** to **AR-2** to allow for division of the parcel. Located at 2335 Springfield Egypt Road. **[Map# 316 Parcel# 2]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.54 acres from **AR-1** to **AR-2** to allow for division of the parcel, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to separate one acre from the front portion of the property for combination with an adjacent AR-1 parcel (316A-1).
- 316A-1 is a 5-acre lot within Harmony Acres; a major subdivision comprised of conforming AR-1 lots. The addition of 1 acre to 316A-1 will alter the lot in a manner which does not impact the zoning, use, or character of the subdivision.
- The remaining 4.54 acres does not meet the minimum 5 acres required for the AR-1 zoning district, and must therefore be rezoned.
- At the 6/13/2023 Planning Board meeting, Peter Higgins made a motion to approve, with the following conditions:
 - Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Ryan Thompson and carried unanimously.

Alternatives

- 1. Approve** the request to **rezone** 4.54 acres from **AR-1** to **AR-2**, with the following condition:
 1. Minor subdivision plat must be approved by Development Services, and recorded before rezoning can take effect.
- 2. Deny** the request to **rezone** 4.54 acres from **AR-1** to **AR-2**.

Recommended Alternative: 1**Other Alternatives: 2****Department Review:** Development Services**FUNDING:** N/A**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

316-2

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

316-2

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, KATHERINE R. WADDELL has filed an application to rezone five and fifty-four thousandths (5.54) +/- acres; from AR-1 to AR-2 to allow for to allow division of the parcel; map and parcel number 316-2, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT five and fifty-four thousandths (5.54) +/- acres; map and parcel number 316-2, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following condition:

1. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Ashley N. Hynes** as Agent for **Richard Lancaster** requests to **rezone** 5.89 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 1101 Springfield Egypt Road. **[Map# 342 Parcel# 29D]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 5.89 acres from **AR-1** to **AR-2** to allow for the creation of a home site, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to establish a home site from family owned land.
- Because neither the 4.89-acre home site, nor the remaining 1-acre lot meet the 5-acre minimum threshold for the AR-1 zoning district, the entire 5.89 acres must be rezoned.
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
 - Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith and carried unanimously.

Alternatives

- 1. Approve** the request to **rezone** 5.89 acres from **AR-1** to **AR-2**, with the following conditions:
 1. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
- 2. Deny** the request for to **rezone** 5.89 acres from **AR-1** to **AR-2**

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 APPLICATION

Application Date: 5.1.23

Applicant/Agent: Richard Lancaster

Applicant Email Address: thlancaster2@gmail.com

Phone # 912 754 6369

Applicant Mailing Address: 986 Springfield Egypt Rd.

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 1101 Springfield Egypt Rd. Springfield GA 31329

Proposed Road Access: HWY 21 + Springfield Egypt Rd.

Present Zoning of Property: AR-1 Proposed Zoning: AR-2 5.89

Tax Map-Parcel # 03420029000 Total Acres: 5.89 Acres to be Rezoned: 4.89

Lot Characteristics: _____

WATER

Private Well

Public Water System

SEWER

Private Septic System

Public Sewer System

If public, name of supplier: _____

Justification for Rezoning Amendment: to build home on 4.89 acres

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

North _____ South _____ East _____ West _____

1. Describe the current use of the property you wish to rezone.

mobile home + garden + empty field

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

yes

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

build house + garden + chicken coop

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

empty field

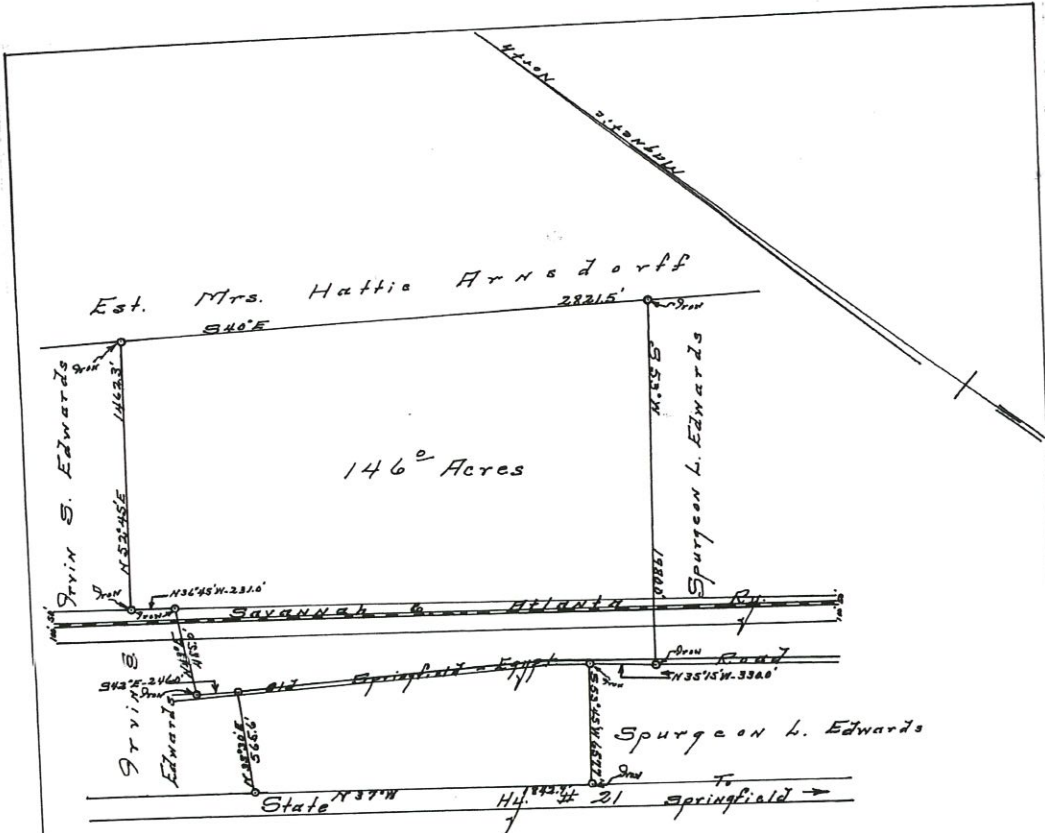
5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

build house

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: Richard Laventon Date 5.1.23



STATE OF GEORGIA
 EFFINGHAM COUNTY

PLAT OF

One hundred forty-six acres of land (Excluding Railroad R/W and Roads) in 11th G. M. District partly surveyed and compiled from records of a former survey, and plat drawn for Mr. and Mrs. Lawton Lancaster.

Completed April 2, 1974.

Scale 660 Ft. Pr. Inch.

By Paul Weitman
 Paul Weitman, County Surveyor

Recorded in Book J page 329. Surveyors Records Eff. Co. Ga.

Paul Weitman, County Surveyor
 Effingham County Georgia
 Certified By Ben W. Fortson, Jr.
 Secretary Of State

215

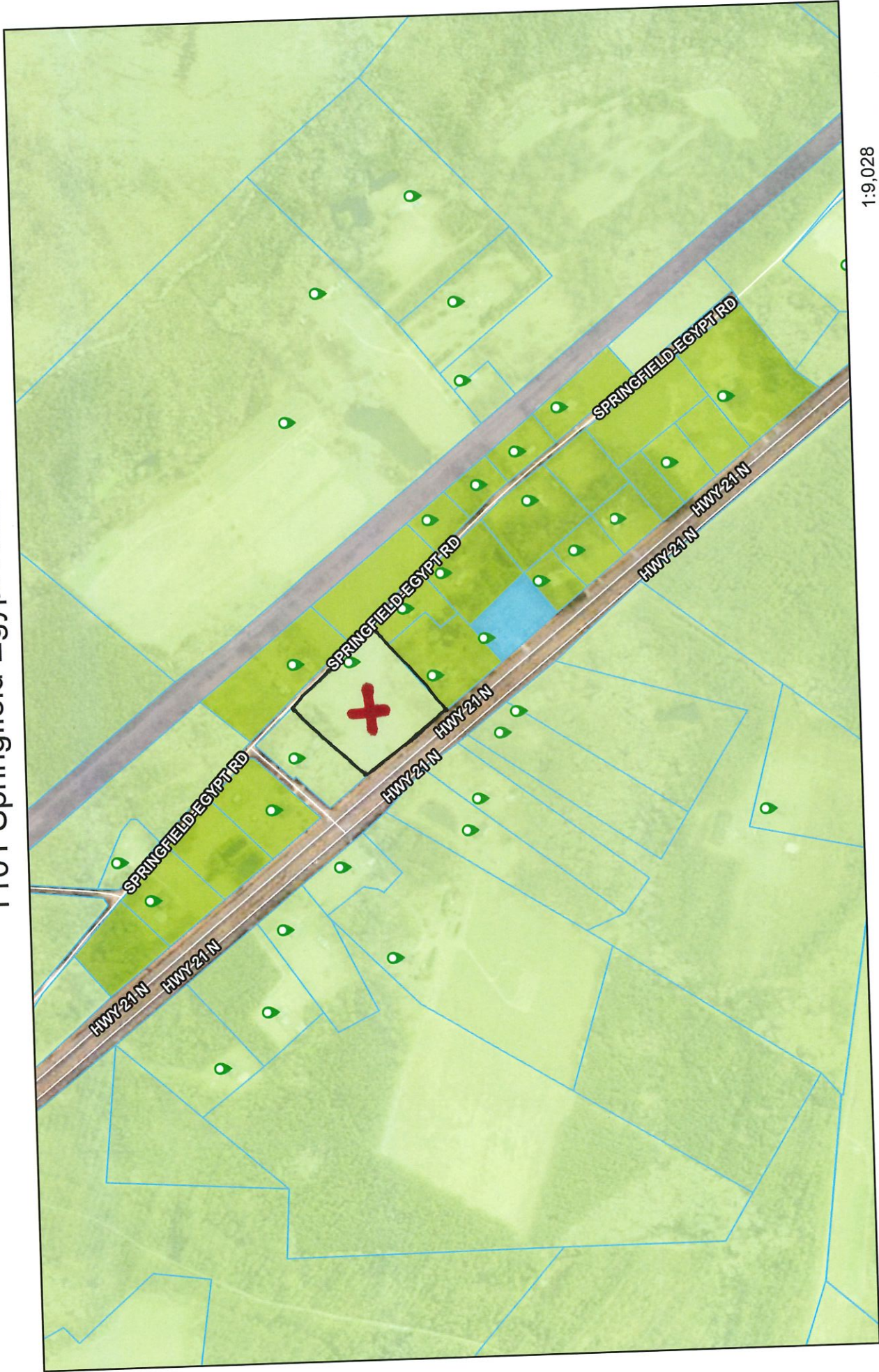


1101 Springfield Egypt Road



1101 Springfield Egypt Road

Item XV. 9.



5/2/2023

- Address Points
- Tax Parcels
- Effingham County Zoning
 - AR-1
 - AR-2
- B-3
- Other
- Efn_fin_cache
- Red: Band_1
- Green: Band_2
- Roads

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 X DISAPPROVAL _____

Of the rezoning request by applicant **Richard Lancaster – (Map # 342 Parcel # 29D)** from **AR-1** to **AR-2** 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?

BLS

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 **Richard Lancaster – (Map # 342 Parcel # 29D)** from **AR-1** to **AR-2** zoning.

OB

- Yes No ? 1. Is this proposal inconsistent with the county's master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 **Richard Lancaster – (Map # 342 Parcel # 29D)** from AR-1 to AR-2 zoning.

AZ

- 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 **Richard Lancaster – (Map # 342 Parcel # 29D)** from AR-1 to AR-2 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 *RL* DISAPPROVAL _____

Of the rezoning request by applicant **Richard Lancaster – (Map # 342 Parcel # 29D)** from AR-1 to AR-2 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?

RL

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
342-29D

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
342-29D

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, ASHLEY N. HYNES AS AGENT FOR RICHARD LANCASTER has filed an application to rezone five and eighty-nine thousandths (5.89) +/- acres; from AR-1 to AR-2 to allow for to allow for the creation of a home site; map and parcel number 342-29D, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT five and eighty-nine thousandths (5.89) +/- acres; map and parcel number 342-29D, located in the 3rd commissioner district is rezoned from AR-1 to AR-2, with the following condition:

1. Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.

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: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Ashley N. Hynes** as Agent for **Richard Lancaster** requests to **rezone** 5.89 acres from **AR-1** to **AR-2** to allow for the creation of a home site. Located at 1101 Springfield Egypt Road. **[Map# 342 Parcel# 29D]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 5.89 acres from **AR-1** to **AR-2** to allow for the creation of a home site, 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. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to establish a home site from family owned land.
- Because neither the 4.89-acre home site, nor the remaining 1-acre lot meet the 5-acre minimum threshold for the AR-1 zoning district, the entire 5.89 acres must be rezoned.
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
 - Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- The motion was seconded by Brad Smith and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 5.89 acres from **AR-1** to **AR-2**, with the following conditions:
 1. Minor subdivision plat must be approved by Development Services, and be recorded, before the rezoning can take effect.
2. **Deny** the request for to **rezone** 5.89 acres from **AR-1** to **AR-2**

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

Staff Report

Subject: Conditional Use (Second District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Holly Winkler** requests for a **rural business**. Located at 590 Old Tusculum Road.
[Map# 366 Parcel# 10]

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request 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 Rural Business Conditional use requirements include consideration of:
 - Intent – the proposed business will be an existing wrecker company.
 - Structure – the home currently serves as private office space
 - Square footage – The area devoted to the business is less than 1,000 square feet.
 - Public Road Frontage – the property has frontage on Old Tusculum Road
 - Acreage (3 minimum) – the property is 1 acre. The applicant is requesting to include to that acreage, an adjacent, vacant, same owner parcel (366-11), which effectively buffers the rural business parcel. Similar considerations have been granted to past rural business applications.
- The applicant wishes to use the property for fleet parking of the businesses 4 “wreckers”. The vehicles will be stored behind the dwelling and will not be visible from the road of surrounding dwellings.
- The applicant’s business is established on the property. The request for a conditional use will bring the business in to compliance, there have been no code enforcements or complaints.
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
 - Minor subdivision plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.
- And the added condition:
 - the proposed rural business shall be void if map-parcel, 366-11 changes ownership.
- The motion was seconded by Peter Higgins and carried unanimously.

Alternatives

1. Approve the request of a **conditional use** for a **rural business**, with the following conditions:

1. the proposed rural business shall be void if map-parcel, 366-11 changes ownership.

2. Deny the request for a **rural business**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Conditional Use application

2. Aerial photograph 3. Deed

ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 5/4/2023

Applicant/Agent: Holly Winkler

Applicant Email Address: Benregalwreckers@gmail.com

Phone # 912-663-0009

Applicant Mailing Address: 590 Old Tusculum Rd

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: 590 Old Tusculum Rd Springfield

Present Zoning of Property AR-2 Tax Map-Parcel # 03660010 Total Acres 3.40
(+ 366-11)

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: _____

How does request meet criteria of Section 7.1.6 (see Attachment C): Use of property

to make the 3 acreage required for our "fleet"

of equipment. -Existing operations

Applicant Signature: Holly Winkler Date 05/08/23



Small area of
road

Lines = 1 truck parked

590 Old Tusculum Road



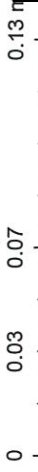
366-10



6/9/2023

-  Address Points
-  Roads
-  Tax Parcel Labels
-  Tax Parcels
-  AR-1
-  AR-2
-  Efn_fin_cache
-  Red: Band_1
-  Green: Band_2

1:4,514



Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USFS, USDA, Effingham County
BOC

Item XV. 11.

826

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Holly Winkler** requests a **rural business**. Located at 590 Old Tusculum Road. **[Map# 366 Parcels# 10 & 11]**

Summary Recommendation

Staff has reviewed the application, and recommends **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 Rural Business Conditional use requirements include consideration of:
 - Intent – the proposed business will be an existing wrecker company.
 - Structure – the home currently serves as private office space
 - Square footage – The area devoted to the business is less than 1,000 square feet.
 - Public Road Frontage – the property has frontage on Old Tusculum Road
 - Acreage (3 minimum) – the property is 1 acre. The applicant is requesting to include to that acreage, an adjacent, vacant, same owner parcel (366-11), which effectively buffers the rural business parcel. Similar considerations have been granted to past rural business applications.
- The applicant wishes to use the property for fleet parking of the businesses 4 “wreckers”. The vehicles will be stored behind the dwelling and will not be visible from the road of surrounding dwellings.
- The applicant’s business is established on the property. The request for a conditional use will bring the business in to compliance, there have been no code enforcements or complaints.
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the added condition:
 - the proposed rural business shall be void if map-parcel, 366-11 changes ownership.
- The motion was seconded by Peter Higgins and carried unanimously.

Alternatives

1. **Approve** the request for a **rural business**, with the following conditions:
 - 1.the proposed rural business shall be void if map-parcel, 366-11 changes ownership.
2. **Deny** the request for a **rural business**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

366-10 & 11

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

366-10 & 11

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, HOLLY WINKLER has filed an application for a rural business; map and parcel numbers 366-10 & 11, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT a rural business; map and parcel number 366-10 & 11, located in the 3rd commissioner district, is approved, with the following condition:

- 1.the proposed rural business shall be void if map-parcel, 366-11 changes ownership.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July, 2023
Item Description: **T&T Exley Properties** requests to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development. Located off of Highway 21. **(Second District) [Map# 466D Parcels# 1,6,9,11]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development, with conditions.

Executive Summary/Background

- The request for rezoning to the PD-MU zoning district is found in Appendix C, Article V-Uses Permitted in Districts, Section 15.
- The original PD-MU document, approved in 2008, designates acreage in the northern most parcels as multi-family housing to serve as a transition between industrial and residential use and provide diversity of housing to the County. The multi-family portion included the following details:
 - Up to 1,350 units
 - A 30' buffer, 15' to be vegetative, between multi-family and surrounding residential properties.
- The applicant proposes to amend the PD document to:
 - Remove the multi-family component completely.
 - To be replaced with an additional +/- 2,000,000 square feet of industrial development, shown to be spread across 3 warehouses equaling approximately 1,000,000 square feet.
 - The proposed buffering to adjacent residential properties is shown in concept to be 100', the proposed berm within the buffer is described as up to 25' with a 2:1 slope.
 - Account for the 24.5 acres in use as a Verizon tower site. This is designated as "Highway Commercial/Industrial"
- The requested amendment of the PD document will increase buffering between development and neighboring residential use, as well as decrease traffic trips per day by an approximate 50% (10,160 for 1350 multi-family uses, 5,000 for warehouse use).
- The change to the PD document was submitted for a DRI which was completed on May 10, 2023. Comments on the project were from City of Savannah: "Effingham County should coordinate with City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement"
- On June 8, 2023, a town hall type meeting was held with the intent to inform surrounding property owners of current approval/proposed changes. The consensus presented by the public indicated that warehousing would be preferable to multi-family housing. The following were some of the concerns raised by residents with regards to adjacent industrial use:
 - Light/noise pollution
 - Burden to roads
 - Proximity of development to property lines
 - Appearance from residential properties
 - Destruction of natural habitat
 - The potential for a future rail spur
- In response to these concerns, Staff is recommending additional conditions to approval.
- Residents spoke to reiterate concerns at the June 13, 2023 Planning Board meeting.
- At the June 13, 2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:

- No rail spur shall be permitted.
- Any planned trailer storage as a use must be approved as a conditional use.
- Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
- And the additional stipulations that:
 - The berm be constructed in a manner that it hides structures from line of sight of adjacent residential properties.
 - The minimum buffer shall be 115'
- The motion was seconded by Brad Smith, and carried 4-0, Ryan Thompson having recused himself from this item.

Alternatives

1. **Approve** the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, with the following condition:
 - 1.No rail spur shall be permitted.
 2. Any planned trailer storage as a use must be approved as a conditional use.
 3. Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
 4. The berm shall be constructed in a manner that it hides future structures from line of sight of adjacent residential properties.
 5. The minimum buffer shall be 115'.
2. **Deny** the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Rezoning application and checklist 2. PD Text Document 3. Deed
4.Ownership certificate/authorization 5. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 3/8/2023

Applicant/Agent: T&T Exley Properties/Thomas and Hutton Engineering

Applicant Email Address: forbes.k@tandh.com

Phone # 912-234-5300

Applicant Mailing Address: 50 Park of Commerce Way

City: Savannah State: GA Zip Code: 31405

Property Owner, if different from above: Tom Exley, Jr.
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): tomexley2@gmail.com

Phone # 912-658-1625

Owner's Mailing Address: 996 Old Augusta Road

City: Rincon State: GA Zip Code: 31326

Property Location: West side of Hwy 21, North of the Georgia International Trade Center.

Proposed Road Access: New access road to be constructed to extend west from Hwy 21

Present Zoning of Property: PDMU Proposed Zoning: PDMU

Tax Map-Parcel # 0466D011
0466D009 Total Acres: 274 AC Acres to be Rezoned: 274 AC
0466D006
0466D001

Lot Characteristics: Mostly wooded with some wetlands areas.

WATER

SEWER

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: An industrial zoning designation would match the adjacent property designation of GITC which would allow warehouse or similar development in a common location.

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

North Residential/Agricultural South Industrial East Industrial/Hwy 21 West Residential/Agricultural/Rail road

1. Describe the current use of the property you wish to rezone.

Property is undeveloped and part of PDMU. Property is consists mostly woods.

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

Yes, highway commercial and 1,350 residential units.

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

Property will be used for industrial development. Buildings such as warehouses or manufacturing and ancillary truck trailer and container storage.

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

Property to the north is residential and west is currently residential and railroad.
Property to the south is industrial and east is Highway 21.

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 zoning will allow additional warehouses to be located adjacent to existing warehouses to the south. Proposed use will provide a better visual buffer to the north than the high density residential that is currently approved.

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: Kevin Taylor Date 3/8/2023

EXLEY TRACT NORTH & SOUTH

PD–MU DEVELOPMENT TEXT

PREPARED FOR:
 T&T EXLEY, LLC
SLC ACQUISITIONS, LLC
CHESTERFIELD LLC NEW SAVANNAH, LLC
SFI COMMERCIAL, LLC
SOUTH EFFINGHAM SAND, LLC

PREPARED BY:
 THOMAS & HUTTON ENGINEERING CO.

Documents submitted:

1. Development Text – Approval of amended text below is requested.
2. Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified May 8, 2018, further Modified ~~(Month) (Date), 2020~~ July 20, 2021 – Approval Requested
3. Sketch Plan – Project Master Plan — Exley Tract Industrial, dated May 8, 2018, Modified ~~(Month) (Date), 2020~~ July 20, 2021 — Sketch Plan Approval Requested

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This development text as amended below, the attached Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified May 8, 2018, and further modified ~~(Month) (Date), 2020~~ July 20, 2021; and the Sketch Plan — Project Master Plan — Exley Tract Industrial, dated May 8, 2018, Modified ~~(Month) (Date), 2020~~ July 20, 2021 are submitted for approval by the Effingham County Board of Commissioners, in accordance with the Effingham County Zoning Ordinance. This project is being developed in phases according to the schedule included in section K of this document. **APPROVAL of the Exley Tract North & South Planned Development District – Mixed Use District Exhibit I, dated February 21, 2023 is requested based on the Land Use information shown on the master plan only.** The ~~Exhibits are master plan is~~ submitted at a scale of one–inch equals ~~400–300~~ feet to provide for a comprehensive view of the project on a manageable paper size.

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A. General Description

Project Name: Exley Tract North & South
 PIN #: ~~466D-1, 466D-6, 466D-9, 466D-11, 466D-10, 466D-4, 466D-16, 466D-15, 466D-5, 466D-17, 466D-18, 466D-3, 466D-14, 466D-7, 466D-8, 466D-12, 466D-13, 466D-1C-~~ ~~466-8, 466-8B, 466-10, 466-11, 467-1, 467-8A~~

Size: ±1,177.051 Acres
 Location: Highway 21
 Current Zoning: PD – MU
 Proposed Zoning: PD - MU



Developer: T&T Exley, LLC, Chesterfield LLC, and SLG Acquisitions, LLC; T&T Exley, LLC, T And T Exley Properties LLC, SFG CH Master Devco LLC, SFG CH GITC Master Devco LLC, Effingham County Industrial Development Authority, SFG CH GITC 1A LLC, DE Well Group LLC, LEX Savannah 1004 TCP LLC, BBK GA Trade Center LLC, Savannah Trade Center Ind II LLC, SFG CH GITC 3A LLC, SFG CH GITC 3B LLC

Exley Tract North & South is a PD–MU consisting of ~~Multi-family~~, Industrial, and Commercial developments and associated infrastructure. The property consists of approximately 1,047.051 acres, located on Highway 21 at the Effingham/Chatham County line.

B. Present Ownership and Property Location

The undeveloped property is currently owned by ~~SFG CH Master Devco, LLC, a special purpose entity, T&T Exley, LLC, and SLG Acquisitions, LLC, T&T Exley Properties, LLC, and SFG CH Master Devco LLC, SFG CH GITC 1A LLC, Effingham County Industrial Development Authority~~

The above said tract or parcel of land is bounded on the north by Goshen Villa Subdivision, Westwood Farms Subdivision, David Howes, F. Gibson Huger, Clint and Alice Hurst; (additional property owners north of the said tract or parcel can be found in Section VII); on the south by lands of ~~Thomas Exley and Margaret Roberts~~ SFG CH Chatham Tract, LLC, SFG CH Chatham Tract II, LLC, Rice Creek Investors No. 7, LLC, Rice Creek Investors No 2, LLC, R.C. Land Associates, LLC, Rice Creek Homeowners Association of Port Wentworth, Inc, and Sam L. Varnedoe, et.al.; on the east by lands of ~~Thomas Exley,~~ Verizon Wireless, and Highway 21, and on the west by CSX rail road, said tract or parcel of land containing 1,051.177 acres more or less.

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C. Proposed Land Uses and Development Standards

The following are the districts and permitted uses that are included within this project. These districts are established to establish uses allowed within this development.

Industrial Districts

Industrial uses shall be consistent with the uses outlined in this document. identified in the Effingham County Zoning Ordinance I-1 District with the exception of an increased square footage allowed for warehousing.

1. Assembly or fabrication of previously manufactured parts, including but not limited to the following:
 - a) Apparel and other textiles products;
 - b) Electronic and other electric equipment, electric generator, and distribution equipment;
 - c) Fabric samples;
 - d) Furniture and fixtures;
 - e) Industrial machinery and equipment;
 - f) Instruments and related products;

- g) Lumber and wood products, excluding the processing of material for the production of paper and allied products;
 - h) Metal products;
 - i) Plastic and rubber products;
 - j) Transportation equipment.
2. Boat sales.
 3. Automotive sales and repairs.
 4. Automotive sales and repairs.
 5. Automotive storage, excluding junk yards.
 6. Florist – retail and wholesale.
 7. Manufacturing (light) of, including but not limited to the following:
 - a) Bakery products;
 - b) Beverages, including alcoholic beverages;
 - c) Communication equipment;
 - d) Computer and office equipment;
 - e) Electrical lighting and wiring equipment;
 - f) Electronic equipment;
 - g) Fabricated metals, excluding use of blast furnaces and drop forges;
 - h) Grain mill products;
 - i) Audio and visual equipment;
 - j) Appliances;
 - k) Ice;
 - l) Meat products, excluding slaughtering, dressing, and rendering;
 - m) Medical instruments and supplies;
 - n) Pharmaceutical products.
 8. Offices.
 9. Printing and publishing.
 10. Recycling centers
 11. Repair of any goods, equipment, and vehicles of which the manufacture, assembly or sales are permitting in this district.
 12. Research facilities.
 13. Vocational schools.
 14. Utility operations centers
 15. Warehousing less than 2,000,000 square feet per building
 16. Ready-mix concrete facilities.
 17. Railroad side-tracks, spurs and appurtenance.
 18. Rail Spur – a sidetrack off of a mainline accessing industrial buildings for the purpose of loading and unloading goods.
 - ~~18-19. Trailer storage.~~

Highway Commercial

Commercial uses shall be consistent with the uses identified in the Effingham County Zoning Ordinance Highway Commercial District (B-3), as amended in this document as Land Use Highway Commercial.

Community Recreation

~~This designation allows for the recreational complexes and amenities to serve Exley Tract. Land uses may consist of private and semi-private recreation, indoor and outdoor lighted~~

~~and unlighted recreation facilities, establishments, and services which include active and passive sports, entertainment, and ancillary facilities such as restaurants and shops serving such public recreational facilities. Permitted uses include:~~

~~(a) Outdoor Recreational Facilities including but not limited to:~~

- ~~(1) Maintenance Facilities.~~
- ~~(2) Swimming Pools, Pool Bath Houses and Gazebos.~~
- ~~(3) Tennis Courts~~
- ~~(4) Lawn Games such as bocci, croquet, volleyball, etc.~~
- ~~(5) Multi-use fields~~
- ~~(6) Playgrounds~~
- ~~(7) Neighborhood Parks.~~
- ~~(8) Community Parks.~~
- ~~(9) Leisure Trails and Bike Trails.~~
- ~~(10) Boat Yard and RV Storage Area~~
- ~~(11) Other Recreational Uses.~~

~~(b) Recreational Building including but not limited to uses such as indoor recreation, meeting, assembly, banquet, fitness, and hobby space.~~

~~(c) Accessory Buildings.~~

~~(d) Community Offices/Administration Buildings.~~

~~(e) Maintenance and Storage Facilities.~~

~~(f) Community Offices/Administration Buildings.~~

- ~~(1) Public and/or Private Clubhouses.~~
- ~~(2) Pro shops, Snack Bars, Grills, Restaurants and Lounges associated with clubhouses.~~
- ~~(3) Ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc.~~

Multi-family Residential

~~This designation includes multi-family residential units. Multi-family residential consists of attached or detached residential including both short-term and long-term apartment rentals. Ownership may be either fee simple lots or as units of a condominium or other common legal structure with no minimum lot size, no maximum lot coverage, and no minimum street frontage.~~

Common Space

Common Space shall include ~~Recreational areas (including lands designated with land use Community recreation)~~ stormwater control measures (including, but not limited to, lagoons, swales, dry detention, infiltration areas, etc.), natural areas, lands to be donated, project buffers and/or setbacks, Public and private easements, and rights-of-way (excluding internal vehicular road rights-of-way). Common space shall be required to be

a minimum of ~~20 percent of the Upland area within Multi-family land use and~~ 10 percent within ~~all other~~ land uses, ~~excluding~~

Green Space

Green Space shall include wetlands and Common Space as defined above. The percentage of property in Green Space may be reduced based on permits to fill wetlands, however the percentage of Common Space cannot be reduced lower than the percentages described under the Common Space definition above.

Property owner's association and covenants shall be created for the Industrial park or a management company shall be designated to maintain common areas.

~~A property owner's association and covenants shall be created for the residential area and must include responsibilities for maintenance of common areas. Architectural guidelines and restrictive covenants, developed by T&T Exley, LLC and/or the successors, will establish design and construction materials guidelines for the residential portion that shall meet or exceed the Effingham County Subdivision Regulations as amended within this document. In addition, all deeds and leases in this residential portion shall make note of the existence of adjacent industrial park.~~

Site Development within this project will also be governed by the Effingham County Subdivision Regulations, as amended by this document and by restrictive covenants developed by T&T Exley, LLC, SLG Acquisitions, and Chesterfield LLC and/or Successors for the Industrial and Commercial areas. The covenants and restrictions will be submitted to Effingham County prior to or during Final Plat Approval.

Provisions for the development standards are summarized in Table C-1.

Table C-1: Development Standards

	Multi-Family	Community Recreational	Industrial	Highway Commercial
Lot Size				
Width**	N/A	N/A	N/A	N/A
Depth (Minimum)	N/A	N/A	N/A	N/A
Height (Maximum)	55'N/A	45'N/A	75'***	75'***
Setbacks (Minimum)				
Front	20'N/A	N/A+5'	25'	35'
Side	N/ASee note below*	See note below*N/A	See note below*	See note below*
Rear	20'N/A	N/A+10'	10'	10'
Gross Density	9 Units/AcreN/A		N/A	

* Distance between buildings shall be as required by Effingham County adopted building codes and available fire flow.

** Lot Widths are measured at the front setback line.

*** Building height shall be allowed to be a maximum of 75 feet if adequate fire flows and fire equipment are available to the site.

- This project shall not be held to maximum lot coverage on a lot-by-lot basis. The project will be held to the open space and setback standards as outlined in this document.
- ~~No building in the residential portion of the property may exceed 35 feet in height unless it is at least 175 feet from the northern property line.~~
- The industrial portion of the property shall not be used for a short line railroad switchyard without at least a 300-foot vegetated buffer to the nearest residential developed property.
- No railroad spur loading area shall be closer than 200 feet to a residential property line.
- ~~Any boat and RV storage area or other outdoor storage areas in the residential portion shall be screened with trees and shrubs.~~
- ~~The berm between the Industrial and Multifamily will be removed and replaced with a 100' undisturbed buffer and a 200' building setback, to total 400'.~~

The above said tract or parcel of land is bounded on the north~~west~~ by Goshen Villa Subdivision, ~~on the southeast by lands of Thomas Exley and Margaret Roberts,~~ Westwood Farms Subdivision, David Howes, F. Gibson Huger, Clint and Alice Hurst; (??additional property owners north of the said tract or parcel can be found in Section VII)??; ~~on the northeast by lands of Thomas Exley, Verizon Wireless, and Highway 21, and on the southwest by CSX railroad, said tract or parcel of land containing 1,047.44 acres more or less, on the south by lands of SFG CH Chatham Tract, LLC, SFG CH Chatham Tract II, LLC, Rice Creek Investors No. 7, LLC, Rice Creek Investors No 2, LLC, R.C. Land Associates, LLC, Rice Creek Homeowners Association of Port Wentworth, Inc, and Sam L. Varnedoe, et.al; and on the east by lands of Verizon Wireless, and Highway 21, and on the west by CSX railroad, said tract or parcel of land containing 1,051 acres more or less.~~

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Based on the anticipated use of the land along the existing power and gas easements that bisect this project Effingham County shall impose no buffers to those easement boundaries. Effingham County shall impose a 50 foot buffer adjacent to highway 21 (to be landscaped in compliance with the Chamber of Commerce Gateway Program or approved by the zoning administrator if the program is not yet in place), a 10 foot buffer between the Industrial and commercial use and the communication tower property, a 20 foot buffer between the Highway and Industrial Uses within this project, a ~~30~~100 foot unpaved setback with a ~~15~~ 25 foot ~~tall undisturbed landscaped and irrigated Berm (see Exhibit II and berm description in Section D 1 below)~~ ~~buffer within the 100 foot unpaved setback~~ on the northern boundary adjacent to Goshen Villa and Westwood Farms Subdivision, and property owned by David Howes, ~~F. Gibson~~Elizabeth R. Huger, Clint and Alice Hurst, a 25 foot buffer along the railroad property per the ~~2018 PD Exley Tract North & South Planned Development District – Mixed Use District Master Plan Exley Tract North & South Planned Development District – Mixed Use District~~ Exhibit, dated June 11, 2008, Modified May 8, 2018, ~~Modified~~ . Setbacks will apply to the perimeter of the property based on Table C-1 and the use approved for this project, or the buffers as stated above and shown on the PD-MU District Master Plan, whichever is greater. The perimeter buffers may include the use of berms, fencing, plantings or a combination of these methods as determined by the Developer, ~~subject to approval by County Manager or designee~~. In the event a railroad sidetrack is installed within the 25-foot buffer adjacent to the Railroad the 25-foot buffer shall be placed east of the new sideline. Railroad and road crossings across this buffer to access sidelines shall be considered an allowed use within the buffer. All tree plantings shall be in accordance with the buffer ordinance.

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D. Exceptions Requested and Previously Approved

The information included in this Development Text shall govern the Zoning and Subdivision regulations for this project. In the event of any conflict this document shall govern. (See Section C for additional exceptions)

Due to the nature of this development, the applicant shall reserve the right to negotiate shared parking facilities between similar uses. The benefits of reducing parking areas include:

- minimizing stormwater runoff from parking areas, thus reducing potential water quality impacts;
- Varying time periods of use;

Changes to the street layout, building size and shape ~~as shown on Project Master Plan – Exley Tract Industrial SKETCH PLAN Chatham & Effingham Counties/GA dated ??May 8, 2018??~~ shall be at the sole choice of the Developer.

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1. Berms: T&T Exley, LLC, New Savannah, LLC, SFI Commercial, LLC, and South Effingham Sand, LLC, acknowledge and agree that each party shall construct a berm having a maximum height of 25' in the areas indicated on the Site Plan dated February 21, 2023. Each party shall be responsible for constructing and maintaining the required berms in accordance with Exhibit IV: Berm Exhibit attached to the end of this document, dated April 7, 2023, as it corresponds to its respective property. Without limiting the foregoing, Berm A shall be installed and completed in connection with the construction of Building 1, Berm B shall be installed and completed in connection with the construction of the corresponding Building 1 trailer parking lots, Berm C shall be installed and completed in connection with the construction of Buildings 2 or 3, whichever is to be constructed first, and Berm D shall be installed and completed in connection with the construction of the corresponding Buildings 2 or 3 trailer parking. The berms, when constructed, shall be compacted to a maximum of 25' in height with a minimum 2:1 side slope, stabilized with vegetative cover, and otherwise completed in accordance with the berm specifications hereto as Exhibit "G". The berm shall be completed in phases, substantially depicted as Berm A, Berm B, Berm C, Berm D on the Berm Exhibit, in each case on or before the issuance of the certificate of occupancy with respect the corresponding building, so that each completed building is screened from the neighboring properties to the north that are not zoned for industrial use.

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Article VII. Section 7.1.13 – Street right-of-way widths.

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The table shown below replaces the requirements of section 7.1.13:

Curb & Gutter Streets:

	Street Classification	Pavement Width	Right-of-Way Width
(a)	Local Street		
	2-lane	22'	50'
	2-lane with parking (1-side)	31'	50'
	2-lane with parking (2-sides)	40'	60'
(b)	Collector Street		
	2-lane	24'	60'
	2-lane with left turn	36'	60'
	2-lane Blvd. Section	12' lanes 8' median	60'
	4-lane Blvd. Section	24' of lanes (2 @ 12' each) 8' median	80'
(c)	Arterial Street	N/A	N/A

Roadside Swale:

	Street Classification	Pavement Width	Shoulder Width	Ditch	Right-of-Way Width
(a)	Local Street				
	2-lane	22'	4'	12'	60'
(b)	Collector Street				
	2-lane	24'	6'	16'	80'
	4-lane	48'			104'
(c)	Arterial Street	N/A			N/A

Restatement of approved PD-MU Waiver of the Water Resources Protection Ordinance

Section 3. Waivers to Stormwater Management Requirements:

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All of the conditions listed in section 3 of the Water Resource Protection Ordinance are waived on the sole basis of section 3.1b. This section allows for the County or its Agent to waive the requirements of the Water Resource Protection Ordinance and the Stormwater Management Local Design Manual and replace them with alternative minimum requirements for on-site management of stormwater discharges.

The Stormwater Management Local Design Management Design Manual for Exley Tract North and South is included as Exhibit III in this PD Zoning application package as the alternate minimum requirements for on-site management of stormwater discharges. This document takes precedent over Effingham County's current Water Resource Protection Ordinance and Stormwater Management Local Design Management Design Manual. In event of a conflict between any of the documents the governing document shall be in the following order: governing – Stormwater Management Local Design Management

Design Manual for Exley Tract North and South, 2nd –Water Resource Protection Ordinance and 3rd – Stormwater Management Local Design Manual.

E. Percentage of Land Uses

Table E-1 indicates acreages of land uses planned for Exley Tract North and South.

TABLE E-1: LAND USES					
	TOTAL ACRES	UPLAND ACRES ± Wetland Impacts	COMMON SPACE ACRES	TOTAL GREEN SPACE ACRES	PERCENT OF TOTAL ACRES IN GREEN SPACE*
Industrial	7961115.04	592823.43	59426.45 (3810%)	204718.06	64%26%
Multi-family	183N/A	N/A122	26 (20%)N/A	N/A54	30%N/A
Highway Commercial	7170.19	64.1743	4 (10%)12.83** (20%)	12.83**28	2039%**
***Highway Commercial/Industrial	24.5	17.06	4.9	4.9	20%
Future Highway 21 Connector	N/A	N/A	N/A	N/A0	0%N/A
Total	10501185.23	887.6757	439.28	730.89	61%

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* Values are based on current planning and may vary based on Green Space definition as outlined in Section C.

** Common space and green space is currently assumed to be 20% of total acreage until proposed site development plans for these areas are proposed. The 20% assumption is to anticipate appropriate detention and/or drainage infrastructure areas.

*** 24.5 acres north of the existing cell/Verizon cell tower of the total 62.14 commercial frontage along Highway 21 to be commercial or industrial uses.

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F. Proposed Maximum Units and Building Square Footage

Table F-1 summarizes the maximum building square footage and project gross density are listed at the bottom of the table.

TABLE F-1: Maximum Units and Building Square Footage	
Land Use	Units or Building Square Footage
Multi-family	1,350 UnitsN/A
Highway Commercial	630,000 sf
Industrial	7,300,000-9,250,000 sf

G. Proposed Dedication of Public Use



Streets and Utility Easements:

All streets and utility easements will be presented to the Effingham County Board of Commissioners for acceptance as public streets and easements or dedicated to the Property Owners Association. Street dedications shall be at the discretion of the Effingham County Board of Commissioners.

H. Open Space, Courts, Walks, and Common AreasWetlands

Wetlands will be owned by the developer until presented to Effingham County for dedication or dedicated to the Property Owners Association. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners. No machine clearing, or logging shall be allowed in the preserved wetland portion of the property without the expressed written approval of the zoning administrator.

Lakes

Lakes will be located throughout Exley Tract to manage stormwater runoff for both quantity and quality. The lakes will be designed to aid in attenuating the design storm events to pre-development flow rates. Lakes shall be owned and maintained by the developer until such time as these facilities are dedicated to the Property Owners Association or Effingham County. Acceptance of these dedications shall be at the discretion of the Effingham County Board of Commissioners.

I. Utilities

Water and sewer will be provided by Effingham County. These utilities within this development will be installed by the developer and dedicated to Effingham County upon acceptance by the Board of Commissioners or designee.

Stormwater management will be handled through a series of detention ponds. These ponds shall be designed based on the Stormwater Management Local Design Manual included as Exhibit III to this application. All plans will be reviewed and approved by the Effingham County Engineer prior to construction.

J. Access, Parking, Signs and Buffers

Access to the site will be from Highway 21. Improvements required to provide access to the project will be permitted, designed, and constructed by the Developer. ~~The Residential portion of the property shall have access from 2 curb cuts through the commercial area to Highway 21. The access shall be open no later than the issuance of the 500th residential units Certificate of Occupancy.~~

A tenant/property owner identification sign shall be located at the entrance of the industrial park. The sign shall be in place no later than the occupancy of the last available parcel.

As mentioned in section D, shared parking is anticipated among the uses in order to decrease the amount of unproductive surface parking needed. These shared parking arrangements will be presented in conjunction with subsequent development plans.

Any lighting used for this development will be designed in a manner to avoid any negative impacts to adjacent properties. All pole lighting shall be shielded, downward facing, no taller than the nearest building and maximum height of 35 feet.

Proposed buffers for the project are shown on Exley Tract North & South Planned Development District – Mixed Use District Exhibit, dated June 11, 2008, Modified ~~??May 8, 2018??~~ District Master Plan included with this application and in Section C of this document.

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K. Development Schedule

Based on historical sales in surrounding areas, it is anticipated this project will be built out ~~in-by~~ approximately ~~8 years-2030~~ for Industrial, ~~and 10 years for Multi-Family~~ excluding commercial. This schedule is based on current market conditions and may vary over time.

L. Installation of Improvements

The developer of any parcel within this PD-MU shall be responsible for improvements (excluding any utilities specifically agreed to be installed by Effingham County) required to develop the parcel consistent with this application. This requirement shall be met as market conditions warrant and are not set to a specific timetable.

REVISED PLANNED DEVELOPMENT TEXT INCLUDING ____ EXHIBITS is hereby Approved this ____ day of _____, 202____ by the Board of Commissioners, Effingham County, Georgia.

Lamar Allen Wesley Corbitt
Chairman, Effingham County Commission

Stephanie D. Johnson
Effingham County Clerk

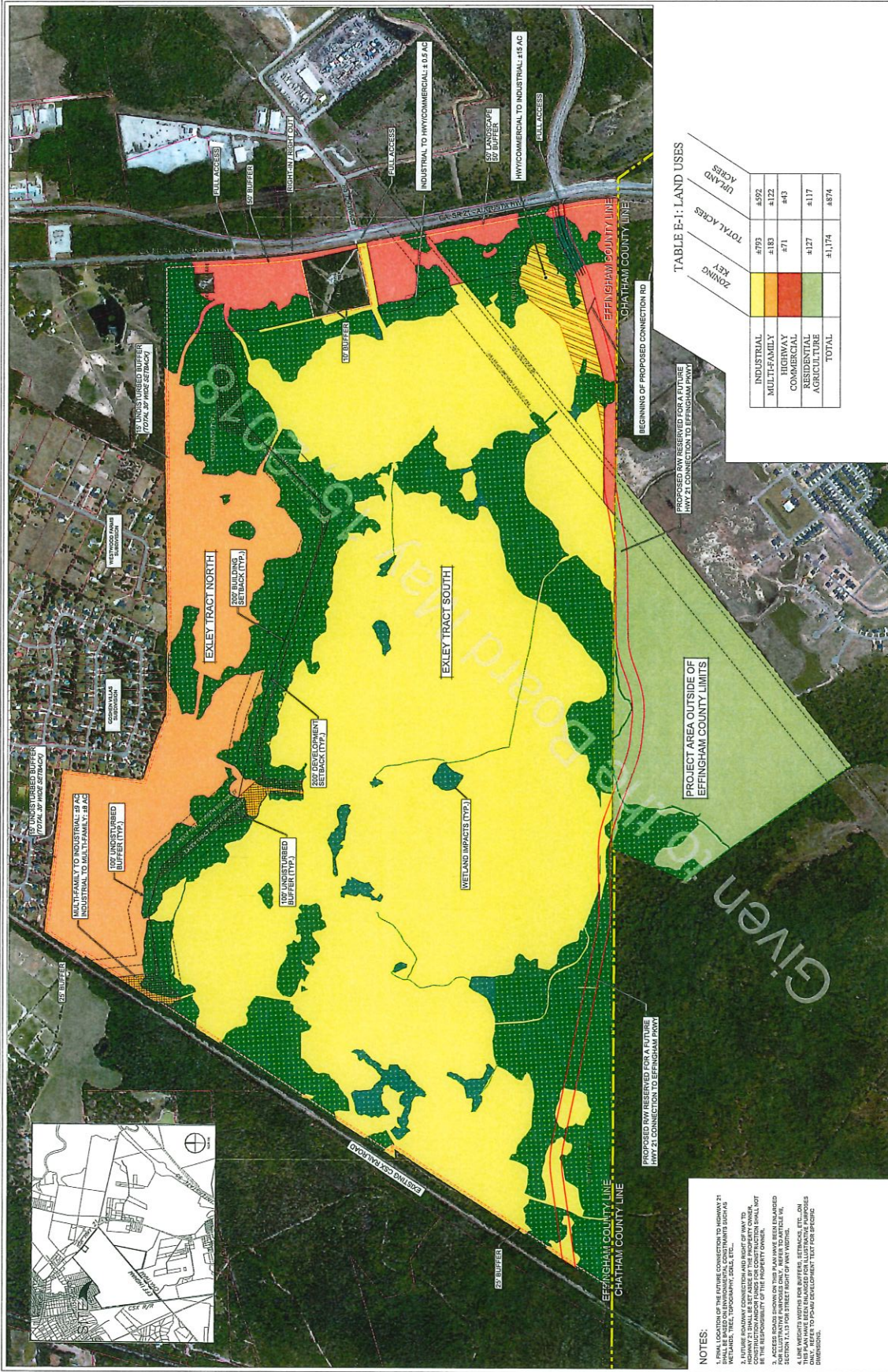


TABLE E-1: LAND USES

ZONING KEY	TOTAL ACRES	UP/LAND ACRES
INDUSTRIAL MULTI-FAMILY	4,793	4,592
HIGHWAY COMMERCIAL	4183	4122
RESIDENTIAL AGRICULTURE	271	243
TOTAL	4,127	4,117
	4,174	4,874

EXLEY TRACT NORTH & SOUTH

Highway 21, Effingham County | Chatham County, Georgia

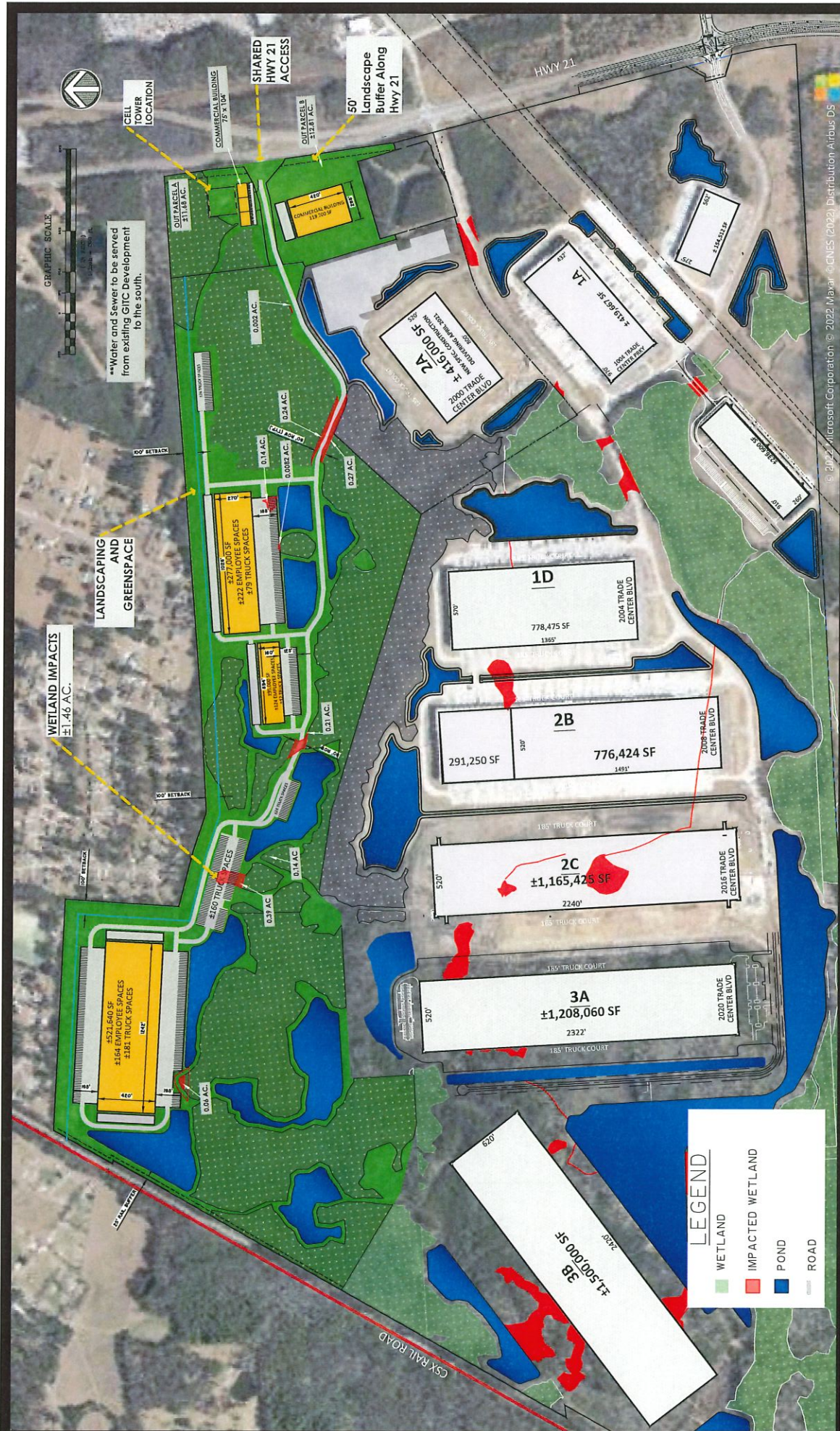
PLANNED DEVELOPMENT DISTRICT - MIXED USE - DISTRICT EXHIBIT

LAND PLANNING & ENGINEERING:
 Thomas & Hutton Engineering Co.
 ENVIRONMENTAL CONSULTANT:
 Resource & Land Consultants

June 11, 2008
 Modified May 1, 2018

Scale: 1" = 300'

- NOTES:
1. FINAL LOCATION OF THE FUTURE CONNECTION TO HIGHWAY 21 LANDS RESERVED FOR A FUTURE HIGHWAY 21 CONNECTION TO EFFINGHAM COUNTY.
 2. FUTURE ROADWAY CONNECTION AND RIGHT OF WAY TO EFFINGHAM COUNTY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
 3. THIS PLAN HAS BEEN PREPARED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
 4. THIS PLAN HAS BEEN PREPARED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.



EXLEY NORTH - CONCEPTUAL LAYOUT
EFFINGHAM COUNTY / GA

February 21, 2023

465D-1,6,9,11

Item XV. 13.



3/19/2023

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Tax Parcel Labels Roads Efn_fin_cache

□ Tax Parcels

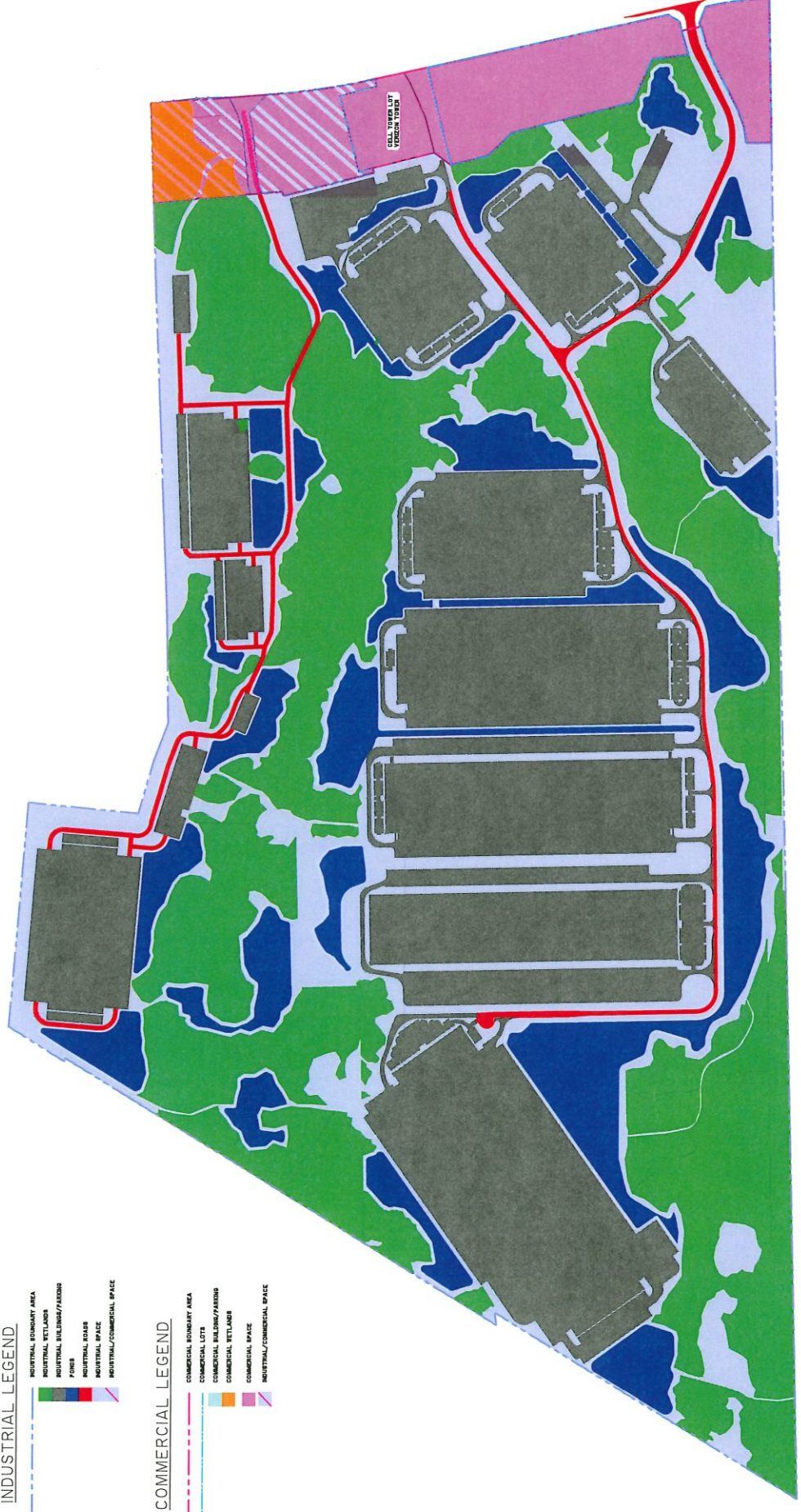
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■ Green: Band_2

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0 0.28 0.55 1.1 km

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

EXHIBIT
GTC & EXLEY NORTH
 EFFINGHAM COUNTY, GA
 PREPARED FOR:
 ATLANTIC INVESTORS
 PREPARED BY:
THOMAS HUTTON
 401 Atlantic Boulevard, Suite 100
 Atlanta, Georgia 30308
 www.thomashutton.com



INDUSTRIAL LEGEND

- INDUSTRIAL BOUNDARY AREA
- INDUSTRIAL RETAILERS
- INDUSTRIAL BUILDING/PARKING
- FOREST
- INDUSTRIAL ROADS
- INDUSTRIAL SPACE
- INDUSTRIAL/COMMERCIAL SPACE

COMMERCIAL LEGEND

- COMMERCIAL BOUNDARY AREA
- COMMERCIAL LOTS
- COMMERCIAL BUILDING/PARKING
- COMMERCIAL RETAILER
- COMMERCIAL SPACE
- INDUSTRIAL/COMMERCIAL SPACE

HWY 21



5/18/2023

- Tax Parcel Labels
- Tax Parcels
- Roads
- Wetlands
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- FEMA Flood Zone

851

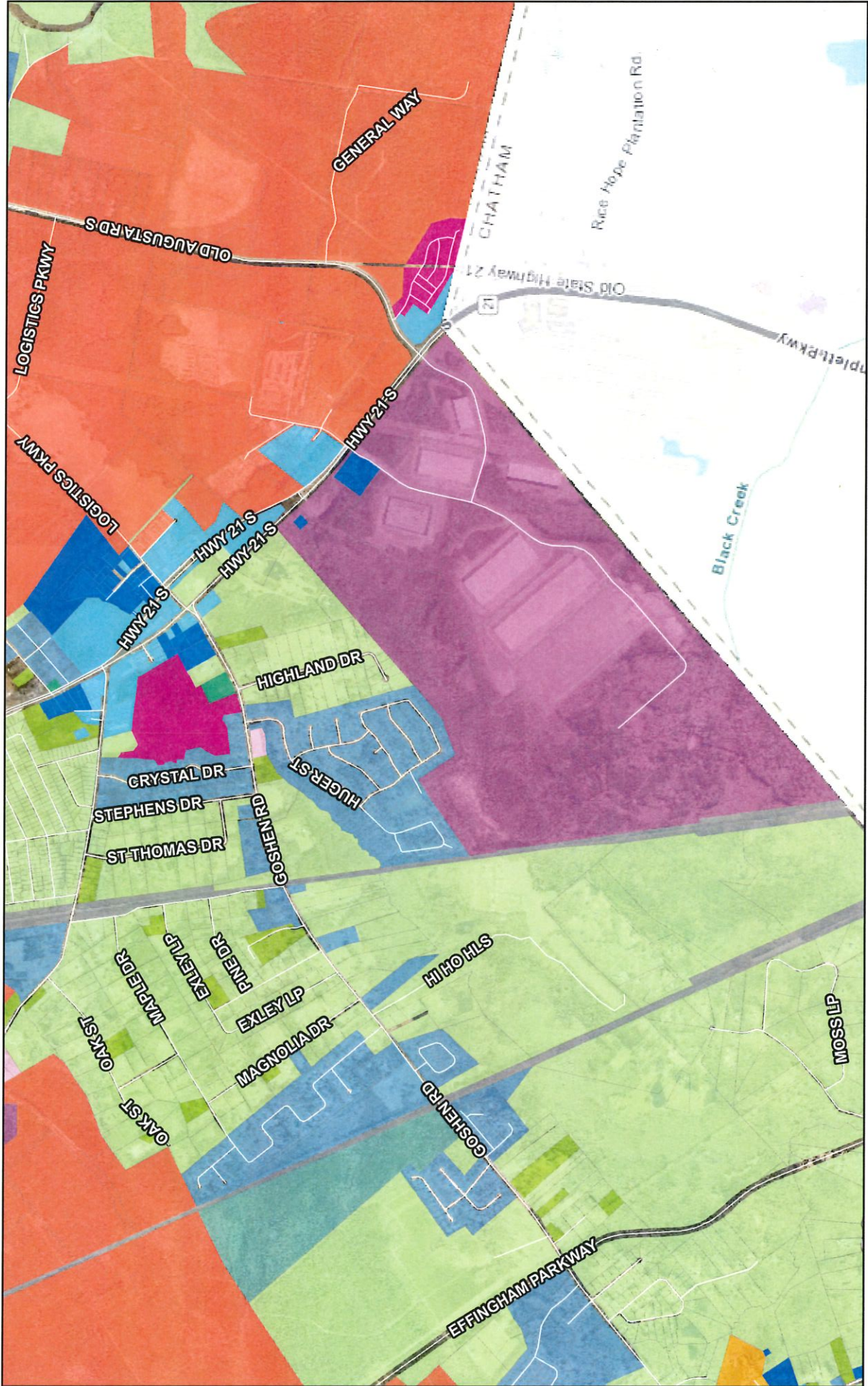
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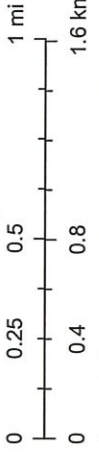
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Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METINASA, EPA, USDA

HWY 21



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5/18/2023

- Tax Parcel Labels Effingham County Zoning
- AR-1
 - AR-2
 - R-1
 - R-2
 - R-3
 - R-4
 - R-6
 - B-1
 - B-2
 - B-3
 - B-1
 - PD
 - Other
 - I-1

Effingham County BOC, Savannah Area GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METINASA, EPA, USDA

Exley North Tract, Effingham County GA

Noise Analysis Report

June 12, 2023 | Terracon Project No. JN237177

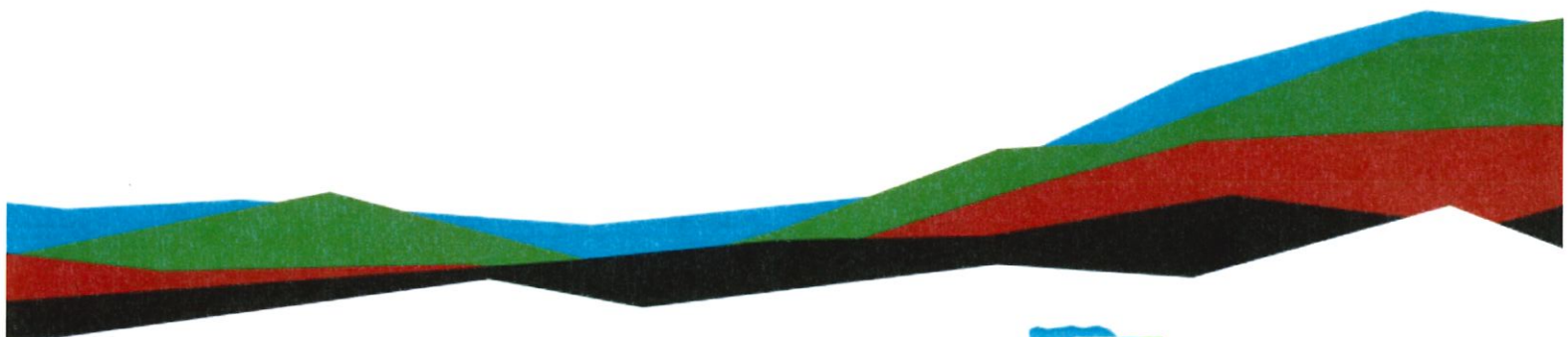
Prepared for:

T&T Exley Properties, LLC
PO Box 14544
Savannah, GA 31416

Prepared by:

SKELLY AND LOY

A  Terracon Company



SKELLY AND LOY

A  Terracon Company

449 Eisenhower Blvd, Suite 300
Harrisburg, PA 17074
P (717) 232-0593-2211

Terracon.com
Skellyloy.com

June 12, 2023

T&T Exley Properties, LLC
PO Box 14544
Savannah, Ga 31416

Attn: Thomas L. Exley, Jr.

Re: Noise Analysis Report
Exley North Tract
Effingham County, GA
Terracon Project No. JN237177

Dear Mr. Exley:

We have completed the scope of Noise Analysis services for the above referenced project in general accordance with Terracon Proposal No. PJN237177 dated April 14, 2023. This report presents the findings of the noise analysis and berm height evaluation prepared using the conceptual site plans for Exley North Tract.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Skelly and Loy/Terracon



Bill Kaufell
Acoustics Group Leader



Paul DeAngelo
Senior Principal/Environmental Manager

Noise Analysis Report

Exley North Tract | Effingham County GA

June 12, 2023 | Terracon Project No. JN237177

SKELLY AND LOYA  Terracon Company

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Report Summary	1
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Regulatory Setting	4
Existing Site Conditions	4
Operational Noise	6
Conclusions	9

Figures

Figure 1a – Project Concept Plan – 115' Setback with Berm

Figure 1b – Project Concept Plan – 300' Setback

Figure 2 – Sound Model Receptors and Inputs

Figure 3 – Sound Contours – Concept Plan Comparison

Figure 4a-1 – Sound Contours – 115' Setback 25' Berm – Area 1

Figure 4a-2 – Sound Contours – 115' Setback 25' Berm – Area 2

Figure 4a-3 – Sound Contours – 115' Setback 25' Berm – Area 3

Figure 4a-4 – Sound Contours – 115' Setback 25' Berm – Area 4

Figure 4b-1 – Sound Contours – 300' Setback No Berm – Area 1

Figure 4b-2 – Sound Contours – 300' Setback No Berm – Area 2

Figure 4b-3 – Sound Contours – 300' Setback No Berm – Area 3

Figure 4b-4 – Sound Contours – 300' Setback No Berm – Area 4

Report Summary

Topic	Overview Statement
Project Description	<p>The project site is approximately 265 acres in size. The development includes warehousing and commercial buildings and associated internal roadways and parking facilities. The site is currently undeveloped and adjacent to residential areas located to the north and industrial warehouses to the south. A sound level evaluation was completed to assess the background ambient conditions and future sound level associated with the 2 development concepts considered. Sound modeling was completed to assess the development using a 115' setback with a 25' berm, as well as a 300' Setback without a berm.</p>
Ambient Site Conditions	<p>Existing sound levels in the project area are primarily related to transportation sources, natural sounds (birds) and community activity that vary depending on the time of day. Ambient sound measurement sites representative of adjacent residential areas averaged 45-46 dBA and typical for suburban residential land use.</p>
Construction Noise	<p>Construction noise is considered a short-term impact. The degree of construction noise may vary for different areas of the project site and vary depending on the construction activities. Noise levels associated with the construction will also vary with the different phases of construction. Construction noise impacts are not anticipated. Any increase in noise associated with construction would be temporary.</p>
Operational Noise	<p>The results of the modeling presented in the section entitled Operational Noise indicate most of the sound emitted on the site (parking area, vehicle loading/unloading, truck deliveries, movement of vehicles internally) is primarily contained within the property with the 115' setback. Offsite noise at the sensitive receptor locations would be minimal with this concept due to the berm attenuation and the project is not anticipated to have a significant impact on surrounding community noise levels or sensitive receptors assuming at least a 25' berm (2:1 slope). The 300' Setback concept yielded increases in sound levels above the measured ambient conditions.</p>

Introduction

This report presents the results of our Noise Analysis services performed for the proposed Exley North Tract located in Effingham County, Georgia. The purpose of these services was to provide an estimate of the existing baseline ambient conditions and the operational noise conditions of the development, including:

- Ambient background sound measurements
- Operational Noise Estimate
- Berm Evaluation

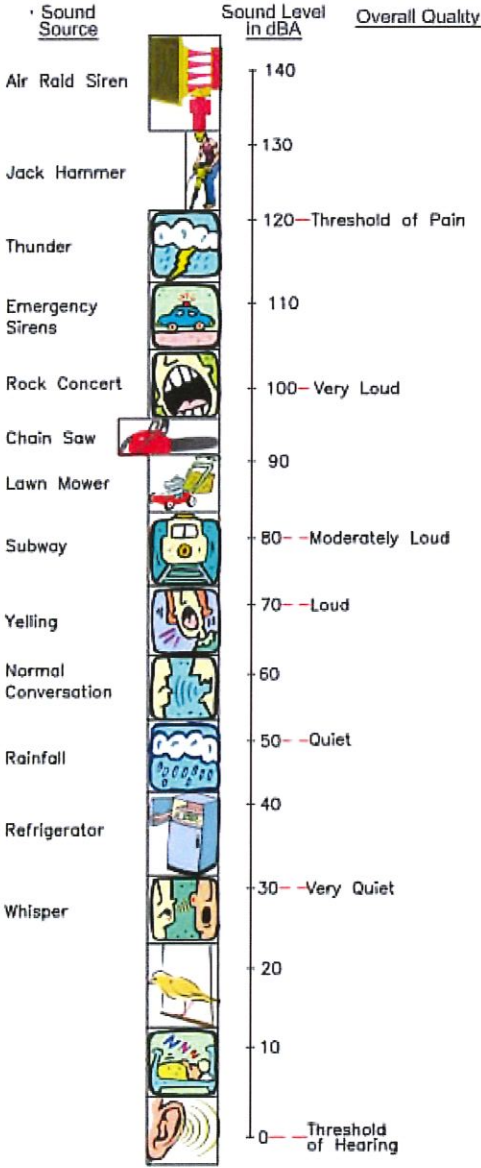
Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning. Figure 1 outlines the conceptual plans for the property. Project-related noise sources include internal roadways, parking lot movements, and loading dock activities.

Item	Description
Plans Provided	Project Conceptual Layout (115' Setback), prepared by Thomas & Hutton, dated February 21, 2023. Berm Exhibit, prepared by Thomas & Hutton, dated April 2023 Project Conceptual Layout (300' Setback), prepared by Thomas & Hutton, dated June 8, 2023
Project Description	The project site is 265 acres in size. The development includes warehousing and commercial buildings with associated internal roadways and parking facilities. The site is currently undeveloped and adjacent to residential areas located to the north and industrial warehouses to the south. A sound level evaluation was completed to assess the background ambient conditions and future sound level associated with the 2 development concepts considered. Sound modeling was completed to assess the development using a 115' Setback with a 25' berm, as well as a 300' Setback without a berm.

Fundamentals of Noise

Noise is defined as "unwanted sound." Therefore, it can be considered a psychological phenomenon and not physical. The roar of race cars adds to the excitement of spectators and hence would be considered sound. This same roar may annoy nearby neighbors, thereby becoming noise. Similarly, the roar of a waterfall at 70 dBA may be pleasing to the ear and perceived as sound, while sound produced by traffic or industrial activities at that same intensity could justifiably be considered noise. Factors playing a role in the perception of sound include magnitude, amplitude, duration, frequency, source, and receiver. Nevertheless, researchers have established a fair correlation between the measurement of sound, the A-weighted decibel (dBA), and its associated perceived human response. The graphic below outlines common noise sources with associated sound levels in dBA.



The A-weighted scale refines the sound measurement unit of decibels to match the response of the human ear. It accounts for the fact that sounds of equal amplitude, but different frequencies are not necessarily perceived to be equally loud. While the human ear can detect sounds from about 20 Hz to 20,000 Hz, it is more sensitive to middle and high range frequencies (i.e., 2,000 Hz). To account for this occurrence, the A-weighted scale has been developed to place an emphasis on those frequencies that are more detectable to the human ear. The A-weighted scale, which has been in existence for over 40 years, is generally used in community and city noise ordinances and is expressed in units of dBA (decibels in the A-weighting).

Because sound is actually an energy level, it must be recorded on a logarithmic scale and expressed in logarithmic units called decibels (dB). Given this scale, a doubling of amplitude will result in a three-decibel increase in total level. Typically, a change in sound level between 2 and 3 dBA is barely perceptible, while a change of 5 dBA is readily noticeable by most people. A 10

dBA increase is usually perceived as a doubling of loudness; conversely, noise is perceived to be reduced by one-half when a sound level is reduced by 10 dBA.

Sound is also variable with the passage of time. When sound emission levels change (i.e., volume increased or decreased) or source/receptor relationships change (i.e., vehicle approaches and passes) over time, sound levels sensed at a given point can vary considerably. To account for this occurrence, several noise descriptors have been developed. Due to the fluctuations over time, environmental noise descriptors are generally based on averages, rather than instantaneous sound levels. The equivalent level or Leq is most commonly used in community noise studies. The Leq is the constant, steady-state sound level that, over a given period of time, would have the same acoustic energy as the actual varying level. In a sense, it is the average level, recognizing that the decibel is derived logarithmically. The Leq is reported for a given period of time, usually one hour, expressed Leq(h). In addition, Day-Night average sound level (Ldn) is used on community studies to describe the cumulative noise exposure during an average day. Ldn is often used by the US DOT in rail and air traffic noise studies.

As sound waves propagate from a source to a receiver, the level changes in magnitude and frequency content. Sound propagates outward spherically from a point source and decreases by 6 dB for each doubling of distance. When the propagation path is close to the ground, ground absorption affects the attenuation. Acoustically hard sites (pavement) would have minimal ground absorption while a soft site (grass) would further reduce the sound at a rate 1.5 dB per doubling of distance. Additional sound reductions occur as a result of atmospheric effects and shielding (barrier in path of source/receiver).

Regulatory Setting

The project is located within Effingham County, Georgia which does not have a quantitative noise ordinance which stipulates noise impact thresholds for compliance. While there are no state or local noise ordinances stipulating quantitative sound level impact thresholds, often local municipal noise ordinances use similar thresholds to establish impact and annoyance. Generally speaking, a common threshold is to use 60 dBA during the daytime and 55 dBA during the nighttime hours, typically represented as Leq(t) in dBA. As comparison, the FHWA and GA DOT uses 66 dBA Leq(h) as an impact threshold for highway projects.

Existing Site Conditions

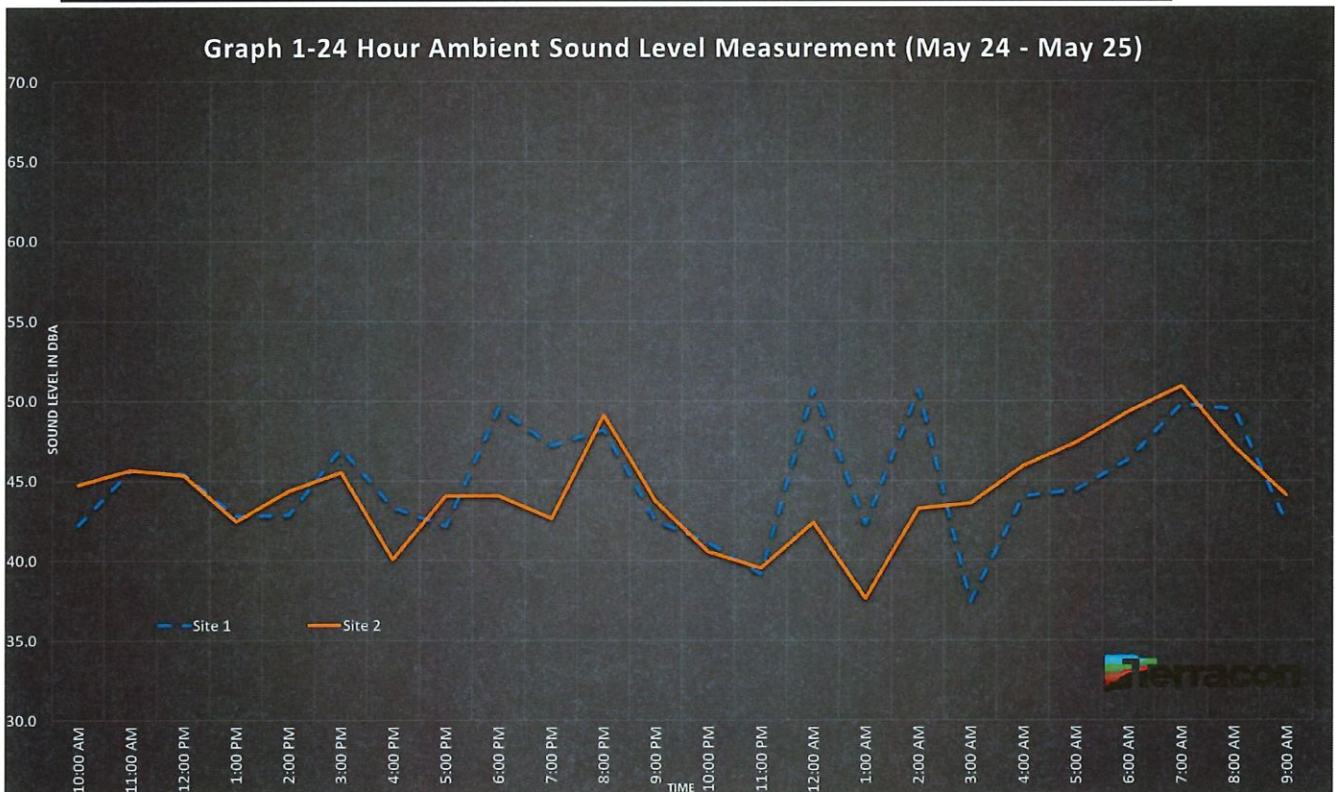
The project is located on an undeveloped parcel of property west of Highway 21 and south of Goshen Road in Effingham County, Georgia. Residential land uses are present to the north of the property and are comprised of single-family units in the Goshen Hills Plantation development and homes on Highland Drive. Ambient sound monitoring was completed on the project site to document the existing ambient sound levels. Two (2) Rion NL52 Type 1 Sound Level Analyzers were used to document the background sound levels over a 24-hour duration on May 24 through May 25, 2023. The locations of the measurements, as outlined on the noise monitoring site index below, correspond to the adjacent residential land uses that abut the project. A time-history of the measurements results for each location are presented in Graph 1 below.

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The existing acoustical environment is primarily influenced by local transportation noise sources, existing warehouse activities and community activity as well as the natural soundscape (birds). The daily fluctuation in sound over the 24-hour period was minimal and resulted in an average of 45-46 dBA at both locations. Ambient sound measurements are summarized in the table below.

Ambient Sound Measurement Summary

Sound Measurement Site	Day Sound Level Leq in dBA ¹	Overnight Sound Level Leq in dBA ²	24 Hour Sound Level Leq in dBA ³
M1	46.2	46.2	46.2
M2	46.0	44.7	45.4

¹ Day = 6AM to 10 PM
² Overnight = 10 PM to 6 AM
³ 24 Hour = 12PM to 12 PM

Operational Noise

The future operating acoustical environment for each proposed conceptual layout was simulated using the SoundPLAN v.5.1 software. SoundPLAN implements International Organization for Standardization (ISO) ISO-9613-2 1996 (Attenuation of sound during propagation outdoors – Part 2: General method of calculation), which is an international standard method for calculating sound during propagation outdoors to predict the levels of environmental noise at a distance from a variety of sources. A three-dimensional model was created to assess the sound propagation of the proposed facility. A digital terrain model was created using existing ground elevations and contours obtained from topographic mapping derived from USGS mapping at 1-meter intervals. The proposed grading for the site was incorporated into the overall terrain model.

The conceptual development site plans are outlined on Figure 1a (115' Setback) and Figure 1b (300' Setback). The sound model for the facility included all proposed buildings, internal roadways, proposed employee parking areas, truck parking facilities, loading docks and anticipated vehicle movements on the site (employee and trucks). Worst case operational assumptions were made based on overall parking capacity of the employee and truck parking facilities, unloading docks and internal roadways (peak hour traffic). The site traffic was provided by Thomas & Hutton and is summarized in the table below. The distribution of the traffic on the site roadways was based on the warehouse building locations and assumed PM peak as the worst case. Site traffic was assumed to be a mix of trucks (20%) and employee vehicles (80%) traveling 15 mph on the main internal roadway, and 10 mph on individual building roadways.

Exley Tract North ITE Traffic Estimates - Overall Trip Totals							
Bldg.	Total SF	AM Peak Total			PM Peak Total		
		AM Peak Total	Enter (77%)	Exit (23%)	PM Peak Total	Enter (27%)	Exit (73%)
1	521,640	88	68	20	90	24	66
2	95,000	37	28	9	39	11	28
3	277,000	59	45	14	61	16	45
4	7,800	26	20	6	29	8	21
5	119,700	40	31	9	42	11	31
Total:	1,021,140	250	193	58	261	70	191

SoundPLAN is capable of either predicting A-weighted sound levels at discrete receptors (single locations) or calculating sound contours given the three-dimensional terrain. Sound level projections were calculated for sensitive receptor locations (35 receptors) within close proximity of the project boundaries for each concept design. In addition, sound contour modeling was used for the proposed site to graphically display the future acoustical environment and illustrate the influence of the facility on adjoining properties. The sensitive receptor modeling locations, source locations and calculation area are located on Figure 2. The combined operational sound level projections for each of the sensitive receptors outlined on Figure 2 are found in the table below entitled Sound Modeling Summary. This table includes the estimated sound levels influence for each project concept, the increase over existing ambient sound levels, berm performance, and the overall sound level difference between the project concepts.

Sound level contributions at the sensitive receptor locations associated solely with the project site activities ranged from 37 to 53 dBA for the 300' Setback concept, and 32 to 44 dBA for the 115' Setback concept with berm. Considering the ambient background in the area is 45 dBA, up to an 8 dBA increase in sound was predicted at the closest locations to the facility for the 300' Setback concept. The sound levels for the 115' Setback concept with berm are predicted to be below the 45 dBA background. The 25' berm provides up to a 14 dBA reduction in sound levels, which is approaching the upper limit for sound attenuation (reduction) associated with noise mitigation. Additional analysis using a 3:1 slope concluded no material gain in acoustical performance while consuming more developable space.

The visual results (sound contours) of the sound dispersion model for the maximum worst-case operating condition scenario is depicted on Figure 3 for each concept. Figures 4a-1 through 4a-4 includes focus areas for the 115' Setback concept, while Figures 4b-1 through Figures 4b-4 include the focus areas for the 300' Setback concept.

Sound Modeling Summary - Exley North Property

Receiver	300' Setback Concept		115' Setback Concept with Berm			Sound Level Difference 300' Setback vs 115' Setback
	Sound Level	Increase over Ambient (45 dBA)	Sound Level w/ Berm	Increase over Ambient (45 dBA)	Berm Sound Level Reduction	
1	48	3	38	0	13	10
2	42	0	35	0	9	7
3	51	6	42	0	14	9
4	51	6	42	0	14	9
5	51	6	42	0	14	10
6	49	4	41	0	14	9
7	44	0	37	0	9	7
8	45	0	38	0	11	8
9	46	1	37	0	14	9
10	44	0	38	0	10	6
11	46	1	39	0	12	8
12	49	4	40	0	12	9
13	50	5	40	0	13	10
14	53	8	44	0	14	9
15	52	7	43	0	14	8
16	51	6	42	0	13	9
17	49	4	41	0	10	9
18	48	3	42	0	5	6
19	46	1	39	0	5	7
20	42	0	35	0	5	7
21	43	0	38	0	8	5
22	43	0	38	0	8	6
23	38	0	36	0	3	3
24	38	0	35	0	3	3
25	47	2	37	0	8	10
26	49	4	38	0	11	11
27	49	4	37	0	12	12
28	47	2	36	0	12	11
29	42	0	35	0	4	6
30	40	0	33	0	6	7
31	41	0	33	0	8	8
32	40	0	32	0	8	8
33	42	0	35	0	12	7
34	37	0	35	0	4	2
35	41	0	37	0	7	4

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Conclusion

The results of the modeling presented in the preceding section entitled Operational Noise indicate most of the sound emitted on the site is primarily contained within the property for the 115' Setback with 25' berm concept. Offsite noise at the sensitive receptor locations with a berm would be below measured ambient conditions and the project is not anticipated to have a significant impact on surrounding community noise levels or sensitive receptors with a berm. The 300' Setback concept yielded a noticeable increase in sound over the measured baseline conditions (up to 8 dBA). The berm concept would provide a more favorable acoustical condition over the 300' Setback concept based on comparing the projected increase over existing sound levels.

Figures

Contents:

Figure 1a – Project Concept Plan – 115' Setback with Berm

Figure 1b – Project Concept Plan – 300' Setback

Figure 2 – Sound Model Receptors and Inputs

Figure 3 – Sound Contours – Concept Plan Comparison

Figure 4a-1 – Sound Contours – 115' Setback 25' Berm – Area 1

Figure 4a-2 – Sound Contours – 115' Setback 25' Berm – Area 2

Figure 4a-3 – Sound Contours – 115' Setback 25' Berm – Area 3

Figure 4a-4 – Sound Contours – 115' Setback 25' Berm – Area 4

Figure 4b-1 – Sound Contours – 300' Setback No Berm – Area 1

Figure 4b-2 – Sound Contours – 300' Setback No Berm – Area 2

Figure 4b-3 – Sound Contours – 300' Setback No Berm – Area 3

Figure 4b-4 – Sound Contours – 300' Setback No Berm – Area 4

***DEVELOPMENT OF REGIONAL IMPACT
REPORT***

**Prepared for
Effingham County, Georgia
DRI #3966
Exley North
May 10, 2023**



*Prepared by:
Coastal Regional Commission
1181 Coastal Dr. SW
Darien, GA*

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1. APPLICATION INFORMATION

1.1 Jurisdiction

Effingham County, Georgia DRI # 3966

Exley North

1.2 Developer/Applicant

T&T Exley, Atlantic Investors (agent)
912-658-4292
murraymarshall@comcast.net

2. PROJECT DESCRIPTION

2.1 Summary

DRI# 3966 Exley North, is a proposed project to entail industrial development on the Exley North property located off Hwy 21, just north of the Georgia International Trade Center (GITC) development. The proposed project will also entail commercial development along the Hwy 21 frontage. The project size is described as three buildings totaling approximately 900,000 SF of warehouse distribution. Two buildings totaling approximately 127,500 SF of commercial use buildings and trailer storage for approximately 220 trailers.

3. PARCEL DATA

3.1 Size of Property

The project site consists of four parcels of land 0466D011 (24.22 acres), 0466D009 (90.18 acres), 0466D001(132.42 acres),and 0466D006 (27.18 acres).

3.2 General Location

Latitude: 32.244631 Longitude: -81.206191-located on Exley North property located off Hwy 21 just north of the Georgia International Trade Center.

4. LAND USE INFORMATION

4.1 Site Map

The site plan for use of the property is attached.

4.2 Built Features

The site is currently vacant.

4.3 Future Development Map Designation (Character Area)

The Future Land Use Map from Effingham County's comprehensive plan indicates that the project site is designated as Industrial with a portion of the property designated as Agricultural.

4.4 Zoning District

The site is currently zoned PDMU-Planned Development Mixed Use. The applicant is seeking to amend the PDMU zoning to replace multifamily residential development with warehouses. Commercial development is still planned.

5. CONSISTENCY AND COMPATIBILITY ANALYSIS

5.1 Consistency with the Comprehensive Plan

The Effingham County Comprehensive Plan was adopted in 2019. The Future Land Use Map designates the DRI property as Industrial and a portion of parcel 466D-1 as Agriculture. The Regional Future Development Map designates the proposed site as developed, developing, and rural. The ARSA Map has the project area as an area in need of redevelopment, an area of rapid development, and an area of significant natural resources. The Green Infrastructure Map of the area shows core and corridor areas on and around the project site. Additional maps from the Development of Regional map include Wetlands, Rivers, and FEMA information. The maps are attached at the end of the report.

6. CONSISTENCY WITH REGIONAL PLAN OF COASTAL GEORGIA

6.1 Regional Development Map and Defining Narrative

The Regional Development Map illustrates the desired future land use patterns from the regions' Areas Requiring Special Attention and the regions' Projected Development Patterns using the following categories:

- | | |
|-----------------|---------------|
| a. Conservation | c. Developed |
| b. Rural | d. Developing |

The Regional Future Development Map illustrates the area as developed. Developed areas currently exhibit urban type development patterns, and currently have access to urban services. These areas typically include higher density residential areas, along with industrial and commercial developments.

6.2 Guiding Principles of the Regional Plan

Guiding Principles identify those overarching values which are to be utilized and evaluated for all decisions within the region. This section provides the analysis of the consistency between the proposed DRI and the Guiding Principles in the Regional Plan.

6.3 Guiding Principles for Water and Wastewater

Seven guiding principles are identified in the Regional Plan for water and wastewater:

1. Require the use of green building strategies to minimize water demand.
2. Promote the use of a standardized protocol to forecast water needs to meet reasonable future water needs throughout region.
3. Promote use of purple pipe and grey water techniques and use of surface water in addition to groundwater where appropriate.
4. Promote water conservation through use of a tiered rate system.
5. Promote the use of the best available technology, dependent on soil type, for wastewater treatment.
6. Large areas of Coastal Georgia are beyond the reach of urban wastewater infrastructure, or centralized wastewater treatment facilities. To ensure sustainable communities, require proper siting, design, construction, use, and maintenance of decentralized wastewater treatment, or ISTS (Individual Sewage Treatment Systems).
7. Pursue regional coordination in provision of water and wastewater facilities.

6.4 Guiding Principles for Stormwater Management

Five guiding principles are identified in the Regional Plan for Stormwater Management:

1. Encourage development practices and sitings that do not significantly impact wetlands and habitat areas or allow for the preservation and conservation of wetlands and habitat areas through appropriate land use practices.
2. Promote the use of coast-specific quality growth principles and programs, such as the Green Growth Guidelines, Earthcraft Coastal Communities and the Coastal Supplement to the Georgia Stormwater Management Manual, to guide site planning and development.
3. Minimize impervious coverage wherever possible. The level of impervious cover in a development, rather than population density, is the best predictor of whether development will affect the quality of water resource.
4. Develop stormwater programs across the region.
5. Pursue State-level funding for regional water quality monitoring activities due to the statewide importance of coastal waters and estuaries.

6.5 Guiding Principles for Transportation

Seven guiding principles are identified in the Regional Plan for Transportation:

1. Provide the forum and the support to coordinate regional multi-modal transportation, including rail, airports, and public transportation, and also the planning and development of street connectivity and transit-oriented developments.
2. Promote the establishment of regional transportation compact(s) to provide a forum for local governments and MPO's to communicate and discuss transportation issues and decisions in the Coastal Region. These compacts do not replace the existing federal and State processes mandated in law, but provide a forum to communicate issues, ideas and discussions.
3. Promote coordination among agencies and jurisdictions in development of a region-wide, multi-modal transportation network, including transit, where applicable.
4. Encourage the coordination of transportation network improvements and land use planning.
5. Promote coordinated public infrastructure and school location planning with land use planning.
6. Maintain a human scale environment with context sensitive design practices.
7. Work to establish dedicated revenue source(s) for transportation improvements.

6.6 Guiding Principles for Historic and Cultural Resources

Eleven guiding principles are identified in the Regional Plan for Historic and Cultural Resources:

1. Encourage local governments to examine proposed development areas prior to development approval and require mitigation to significant resources.

2. Encourage development practices and sitings that do not significantly impact cultural and historical areas.
3. Maintain viewsheds of significant cultural and historic assets.
4. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
5. Designate culturally and/or archaeological and/or historically significant resource management areas for potential acquisition and/or protection.
6. Educate residents and visitors regarding the statewide importance of this region's cultural and historic resources.
7. Encourage utilization and cooperation of museums, universities, foundations, non-government organizations, professional associations, and private firms to advise and monitor management.
8. Promote the establishment of partnerships for the development and utilization of incentives to restore, remediate or reuse cultural resources as appropriate.
9. Compile the traditional lore and knowledge of local people and integrate their understandings and practices into planning and development.
10. Encourage coordination among agencies and jurisdictions in developing and funding heritage conservation land uses and ensuring public access to publicly held and supported conservation areas.
11. Promote designation of Main Street and Better Home Town Communities.

6.7 Guiding Principles for Natural Resources

Twenty guiding principles are identified in the Regional Plan for Natural Resources:

1. Promote the protection, restoration, enhancement and management of natural resources.
2. Continue the traditional use of land and water (such as farming, forestry, fishing, etc.) as feasible, provided that any significant impacts on resources can be prevented or effectively mitigated.
3. Protect and enhance Coastal Georgia's water resources, including surface water, groundwater, and wetlands and ground water recharge areas.
4. Protect and enhance water quality, quantity and flow regimes.
5. Commit to investing in the protection of natural resources before any restoration and/or remediation is needed.
6. Encourage the restoration and protection of wetlands to provide flooding, storm and habitat protection.
7. Maintain viewsheds of significant natural resources.
8. Enhance access to natural resources for recreation, public education, and tourist attractions as appropriate within the protection mission.
9. Encourage utilization of universities, foundations, and non-government organizations to advise, monitor, and enhance management.

10. Promote the establishment of partnerships and funding mechanisms for the development and utilization of incentives to restore, rehabilitate, protect or reuse natural resources as appropriate.
11. Encourage development practices and sitings that do not significantly impact environmentally sensitive areas.
12. Promote low impact design practices that protect natural resources.
13. Promote to local governments a program of monitoring installation and impacts of individual and community docks along the coast.
14. Promote the monitoring of cumulative impacts of waterfront development along the coast.
15. Maintain a range of landscapes and environments that provide diversity of habitats, species, resources and opportunities for recreation, commerce, community enjoyment and cultural practices.
16. Encourage the development and use of a method to place a value on ecosystem services.
17. Promote the identification of innovative funding sources and development of ecosystem services markets (e.g. carbon, storm buffers, traditional land and water uses).
18. Promote the Adopt-a-Wetland program in areas that can be used as reference sites and that are within projected development areas.
19. Encourage coordination among agencies and jurisdictions in developing and funding conservation land uses and ensuring public access to publicly held and supported conservation areas.
20. Encourage coordination among agencies in studying the impacts of climate change and sea level rising.

6.8 Guiding Principles for Regional Growth Management

Twenty-three guiding principles are identified in the Regional Plan for Growth Management:

1. Encourage development that enhances the desired character of each of the region's cities and towns.
2. Avoid establishment of new land uses which may be incompatible with existing adjacent land uses.
3. Protect our military installations from land use changes that jeopardize their mission through creation or implementation of Joint Land Use Studies (JLUS).
4. Promote growth in those areas that can be efficiently served by infrastructure, such as water, wastewater and transportation.
5. Encourage infill development as an alternative to expansion.
6. Focus new development in compact nodes that can be served by public or community infrastructure providers.
7. Maintain and enhance the scenic character of our rural highways and county roads.
8. Encourage clustered developments, particularly in areas that are suitable and proposed for development, that maximize open spaces, protect natural, cultural and historic resources, preserve wildlife habitat, and include green, low impact development strategies.

9. Encourage local governments to allow green, low impact developments as an alternative to traditional development standards and develop incentives encouraging their use.
10. Limit development in sensitive areas located near marshes and waterways, to low impact development that maintains our coastal character, while recognizing and protecting the sensitive environment.
11. Strongly encourage that new developments have minimal impacts on vital wetlands, coastal hammocks, marshes, and waterways.
12. Discourage lot-by-lot water and wastewater treatment systems for multiple lot developments.
13. Promote green building techniques to maximize energy efficiency and water conservation and minimize post construction impacts on the environment.
14. Encourage the development of a “transfer of development rights” (TDR) program.
15. Encourage development and compliance with minimum uniform land use and development standards for all local governments to adopt within the region.
16. Encourage coordination among agencies and jurisdictions in land use planning, regulation, review and permitting.
17. Promote affordable housing options.
18. Encourage the placement of new schools near existing infrastructure.
19. Partner with state, federal, non-governmental organizations and local governments to provide guidance on critical natural areas, land conservation efforts, and land use practices within each jurisdiction. Provide assistance in all outreach efforts forthcoming from this initiative.
20. Pursue opportunities for continuing education as it relates to regional issues.
21. Encourage enactment of impact fees to defray costs of new development.
22. Consider planning and/or managing a catastrophic event.
23. Promote reduction, reuse and recycle practices.

6.9 Guiding Principles on Business and Industry

Fourteen guiding principles are identified in the Regional Plan for Business and Industry.

1. Promote strategic distributions of business and industry across the region consistent with natural, cultural, historic and industrial resource strategies and encourage partnerships and collaboration between economic development agencies.
2. Investigate ways to share costs and benefits across jurisdictional lines for both regional marketing and project support.
3. Incorporate community plans for the strategic use of land for manufacturing, distribution, etc., while recognizing and respecting natural resources and the unique differences between communities.
4. Coordinate with the Georgia Ports Authority (GPA) to identify their needs and identify mechanisms for the economic development industry

- to strengthen the GPA and its presence in logistics, distribution, and workforce development.
5. Leverage and incorporate the region's military installations (Fort Stewart Army Base, Hunter Army Airfield and Kings Bay Naval Base) and the Federal Law Enforcement Training Center to recruit economic development projects.
 6. Incorporate Herty Advanced Materials Development Center's experience and position as a development center for the commercialization of materials and create incentives to retain a portion of pilot plant opportunities as new Georgia industries and to assist development authorities in increasing recruitment win rates.
 7. Promote the historic nature, natural beauty and successful past and present performance of Coastal Georgia as a location site for film and clean high-tech industry and as a recruitment tool for opportunities.
 8. Incorporate the Center of Innovation's (COI) statewide logistics plan into a regional strategy to assist in the recruitment of companies and leverage as support for industry.
 9. Coordinate federal, State and local economic development funding programs and initiatives that affect the coast.
 10. Enhance workforce development by collaborating with business, industry, and planning of educational entities that provide necessary workforce skills.
 11. Increase existing industry retention and expansion rates.
 12. Promote downtown revitalization efforts to enhance job creation and location of business and offices within downtown areas.
 13. Incorporate current and future needs for housing, infrastructure, and natural resource protection into economic development initiatives.
 14. Encourage international economic developments that support strategic industry sectors.
 15. Enhance economic development and tourism opportunities by increasing cross functional communication.

6.10 Guiding Principles for Agricultural Lands

Ten guiding principles are identified in the Regional Plan for Agricultural Lands.

1. Strongly discourage the conversion of prime farmland to urban uses as it represents a loss to the region's landscape.
2. Wise use and protection of basic soil and water resources helps to achieve practical water quality goals and maintain viable agriculture.
3. Viable agriculture is the backbone of a functioning network of agriculture, open space, and natural areas and a range of strategies should be used to ensure the value of agricultural land.
4. Promote learning about culinary traditions and culture.
5. Encourage agricultural biodiversity.
6. Promote local food traditions and provide opportunity for education of where food comes and how our food choices affect the rest of the world.
7. Promote connecting producers of foods with consumers through events and farmers markets.

8. Promote biodiversity through educational events and public outreach, promoting consumption of seasonal and local foods.
9. Promote community gardens within urban settings.
10. Encourage regional tasting events of local foods, music, talks, forums, workshops, and exhibitions in favor of local agricultural products.

6.11 Guiding Principles for Communities for a Lifetime - Livable Communities

Twelve guiding principles are identified in the Regional Plan for Communities for a Lifetime/Livable Communities:

1. The CRC promotes the concept of Lifelong Communities – places where people of all ages and abilities have access to the public landscape and services which enable them to live healthy and independent lives.
2. For a Lifelong Community to be truly successful it must be a complete community. Complete communities include the direct characteristics that at a minimum meet the needs of the user population, but also provided for a greater civic good by including elements that are beneficial to the environment, sensitive to a broad population and embrace economic/financially feasible regimes.
3. The region will encourage and promote the underlying issues that must be included in a Lifelong Community. The seven (7) basic tenets of a Lifelong Community are:
 - a. Connectivity – the physical connection of streets, pedestrian networks and public spaces that promote ease of access, a direct coexistence with the existing urban fabric and barrier free mobility for all.
 - b. Pedestrian access and transit – focuses on the access to public or privately supported methods of mass transit-oriented forms of mobility and focuses on pedestrian forms of mobility as a primary or equal method of transportation when compared to conventional vehicular modes.
 - c. Neighborhood retail and services – proximity to vital and relevant supporting uses and services are necessary for a successful Lifelong Community. Mixture of uses, walkable streets and services oriented to a range of population needs is the context of this issue.
 - d. Social interaction – social interaction with the full range of the population is a proven requirement of lifelong communities. Pedestrian accessible streets and dwellings, a full stratum of dwelling types, community programming elements and careful placement of improvements are key components in creating a socially vibrant community.
 - e. Dwelling types – a range of dwelling types within a walkable range is crucial to meet the social, economic and physical goals of a lifelong community. Creative architectural and planning solutions, a strong but flexible regulatory framework and policies that promote efficient and sustainable methods of construction are among the crucial requirements of this issue.

- f. Healthy living – accessibility to fitness, education, cultural and health maintenance programming elements are vital to a successful lifelong community and are the primary concerns of this issue.
 - g. Environmental and Sustainable Solutions – the creation of a complete community includes provisions for the appropriate preservation of natural and cultural resources. Promotion of sustainable construction techniques, preservation of natural and cultural resources, innovative methods of power generation and integrated food production are among some of primary components related to successfully executing this issue.
4. The region will determine its “aging readiness” to provide programs, policies and services that address the needs of older adults.
 5. The region will determine its “aging readiness” to ensure that communities are “livable” for persons of all ages.
 6. The region will harness the talent and experience of older adults
 7. To determine “age readiness,” local comprehensive plans should review:
 - a. Demographics;
 - b. Quantity, quality, and type of existing housing stock;
 - c. Land use patterns; and
 - d. Quantity, quality, and type of recreational needs.
 8. Comprehensive plans will promote development patterns and design features to meet the needs of seniors.
 9. Comprehensive plans and ordinances will promote Universal Design/Accessible Building Standards for buildings as well as recreational areas.
 10. Comprehensive plans will include goals and objectives that specifically address the aging population.
 11. Consider seniors and the elderly when reviewing site plans for new construction and/or renovations.
 12. The region will ensure comprehensive plans permit basic services within walking distance recognizing it is a great convenience for all residents but an absolute necessity for an aging population.

6.12 Guiding Principles for Coastal Vulnerability and Resilience

Three guiding principles are identified in the Regional Plan for Coastal Vulnerability and Resilience.

1. The region believes that a community’s resilience is measured by its sustained ability to prepare for, respond to, and fully bounce back from crises.
2. The regions strength is in our community’s resilience and in understanding the region’s vulnerabilities, and in taking positive collective actions to limit the impact of a disruptive crisis, and recovering rapidly from disasters.
3. The region believes in collaborating with a wide range of community resilience experts, community leaders and private sector partners to work together to increase collective capacities to respond to adversity with increased resources, competence, and connectedness to one another.

7. REGIONAL RESOURCE PLAN AND RIR

7.1 The Regional Resource Plan

The Regional Resource Plan (RIR) identifies Cultural and Historic and Natural Resources of regional importance. The Regional Resource Plan provides recommended best development practices, protective measures and policies for local governments to use within one mile of a regionally important resource. The project site includes wetlands and floodplains. It is suggested that the proper steps are taken regarding wetland impacts and that any wetland impacts be permitted by the USACE.

7.2 Area Requiring Special Attention

The Areas Requiring Special Attention map designates the site as an area in need of redevelopment, an area of rapid development, and an area of significant natural resources. The previous DRI submissions for this area of land prompted the ARSA map to assign such development patterns. The land is currently vacant.

7.3 Natural Resources

Green Infrastructure

The U.S. Environmental Protection Agency defines Green Infrastructure as management approaches and technologies that utilize enhance and/or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration and reuse. This management approach attempts to keep stormwater onsite. It incorporates vegetation and natural resources as much as possible in development and redevelopment.

Green Infrastructure has a number of benefits, including reduced runoff, groundwater recharge, higher air quality, better aesthetics, reduces costs, lowers impacts on climate change, and provides environmental benefits that surpass improved water quality.

Coastal Georgia's Green Infrastructure network is defined as a natural life support system of parks and preserves, woodlands and wildlife areas, wetlands and waterways, greenways, cultural, historic and recreational sites and other natural areas all with conservation value. A potential impact as a result of premature or poorly planned conversion of land to other uses is the failure to adequately protect and conserve natural resources such as wetlands, flood plains, native vegetation, lakes, streams, rivers, natural groundwater aquifer recharge areas, and other significant natural systems. The river corridors, floodplains and tributary streams are considered to be critical green infrastructure components, as they supply key social, economic and environmental benefits for local communities and provide important habitats for wildlife.

Green infrastructure planning provides an alternative to what is common practice in many communities: conserving land on a piecemeal basis without the benefit of a large framework plan that allows a comprehensive approach to land conservation. Areas of protected open space should follow natural features for recreation and conservation purposes, including greenways that link ecological, cultural and recreational amenities.

Green Infrastructure shall be considered first in the planning process and in reviewing comprehensive plans, zoning, development review processes and performance standards.

Principles for green infrastructure include identifying what is to be protected in advance of development; providing for linkage between natural areas; and designing a system that operates at different functional scales, across political jurisdictions, and through diverse landscapes. Additional principles include sound scientific and land use planning practices, providing funding upfront as a primary public investment (for example, through a dedicated tax or other funding mechanism), emphasizing the benefits to people and nature, and using the green infrastructure as the planning framework for conservation and development. The concept of green infrastructure planning is based on a strategic approach to ensuring environmental assets of natural and cultural value are integrated with land development, growth management and built infrastructure planning at the earliest stage.

Greenspace or greenway land needs to be set aside for pedestrian, equestrian, and bicycle connections between schools, churches, recreation areas, city centers, residential neighborhoods, and commercial areas. Open-space, parks, trails, greenways, and natural undeveloped land are not individual but an integrated and organized system. Green infrastructure is as an interconnected system. Key physical, natural, ecological, landscape, historical, access and recreational assets contribute to the functionality of the green infrastructure network. The green infrastructure network weaves together a network of recreational and nature areas. Properly planned greenways provide efficient pedestrian linkages that can serve as alternative transportation to and from work, to services and other daily destinations. Greenway linkages serve as outdoor recreation for biking, walking, and jogging. Green infrastructure encourages the creation of transportation corridors and connections, which can foster ecotourism, tourism and outdoor recreation. It is recommended that the developer identify the most efficient solutions that will negate or limit the impact on the areas of significant natural resources that lie within the development site.

7.4 Wetlands

According to the applicant/developer, the project site contains wetlands and a wetlands study will be required during development plan review process. Any wetlands impacts will be permitted by the USACE.

8. COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDDS)

8.1 Population and Employment Trends

County	2000	2010	2020	2030
Effingham	37,535	52,250	80,563	112,062

Source: U.S. Census; Georgia Office of Planning and Budget

The county's population is expected to grow from its 2000 level of 37,535 to 112,062 by 2030, according to the US Census and the Governor's Office of Planning and Budget. The Coastal Region's population in 2030 is projected to be 962,956, which is an increase from the 2000 level of 558,350.

Effingham County, is a growing county in the region and had a 2019 population estimate of 64,296 according to the US Census. The 2010 Census population of Effingham County in 2000 was 37,535.

The Coastal Georgia region supported 312,400 jobs in 2000, and is expected to support 435,050 jobs in 2030. The Effingham County unemployment rate in 2017 was 4.1 percent.

9. CRC Resources

9.1 Coastal Stormwater Supplement

The CRC applauds Effingham County for adopting the CSS Ordinance and/or ensuring the Coastal Stormwater Supplement (CSS) is implemented for stormwater management.

9.2 Regional Design Guidelines

The CRC recommends that the Effingham County ensure that new development creates an environment that contributes to the region's character. The *Georgia Coastal Regional Character Design Guidelines* for the development are appropriate to implement quality growth. The CRC also recommends that Effingham County and the developer/applicant continue to work with the City of Savannah regarding the municipal water supply agreement and affects that developments may have if this water supply is utilized.

**SITE PLAN
PROVIDED BY THE APPLICANT**



EXHIBIT
GTC & EXLEY NORTH
ETTINGHAM COUNTY, GA
PREPARED FOR:
ATLANTIC INVESTORS
PREPARED BY:
THOMAS HUTTON
ARCHITECTS AND PLANNERS
1000 W. BROAD ST., SUITE 100
ATLANTA, GA 30334
www.thomashutton.com

DATE	10/20/10	SCALE	AS SHOWN
DRAWN BY	...	CHECKED BY	...
DESIGNED BY	...	APPROVED BY	...

**EFFINGHAM COUNTY
FUTURE LAND USE MAP
& ZONING DISTRICTS MAP**

DRI #3966 – Exley North - PD Amendment (Parcels 466D-1,6,9,11)

Effingham Future Land Use Map (with location of DRI shown)

- **Attached**

A location map /exhibit of the project

- **All maps show location of parcel in relation to major roads.**

A site plan / conceptual drawing of the proposal

- **Attached**

What is the future land use map designation of the DRI site in the comp plan?

- **Industrial**

Industrial	
This category is for land dedicated to manufacturing facilities, processing plants, factories, warehousing and wholesale trade facilities, mining or mineral extraction activities, or other similar uses.	Light Industrial (I-1)
	General Industrial (I-2)

What is the current zoning of the DRI site?

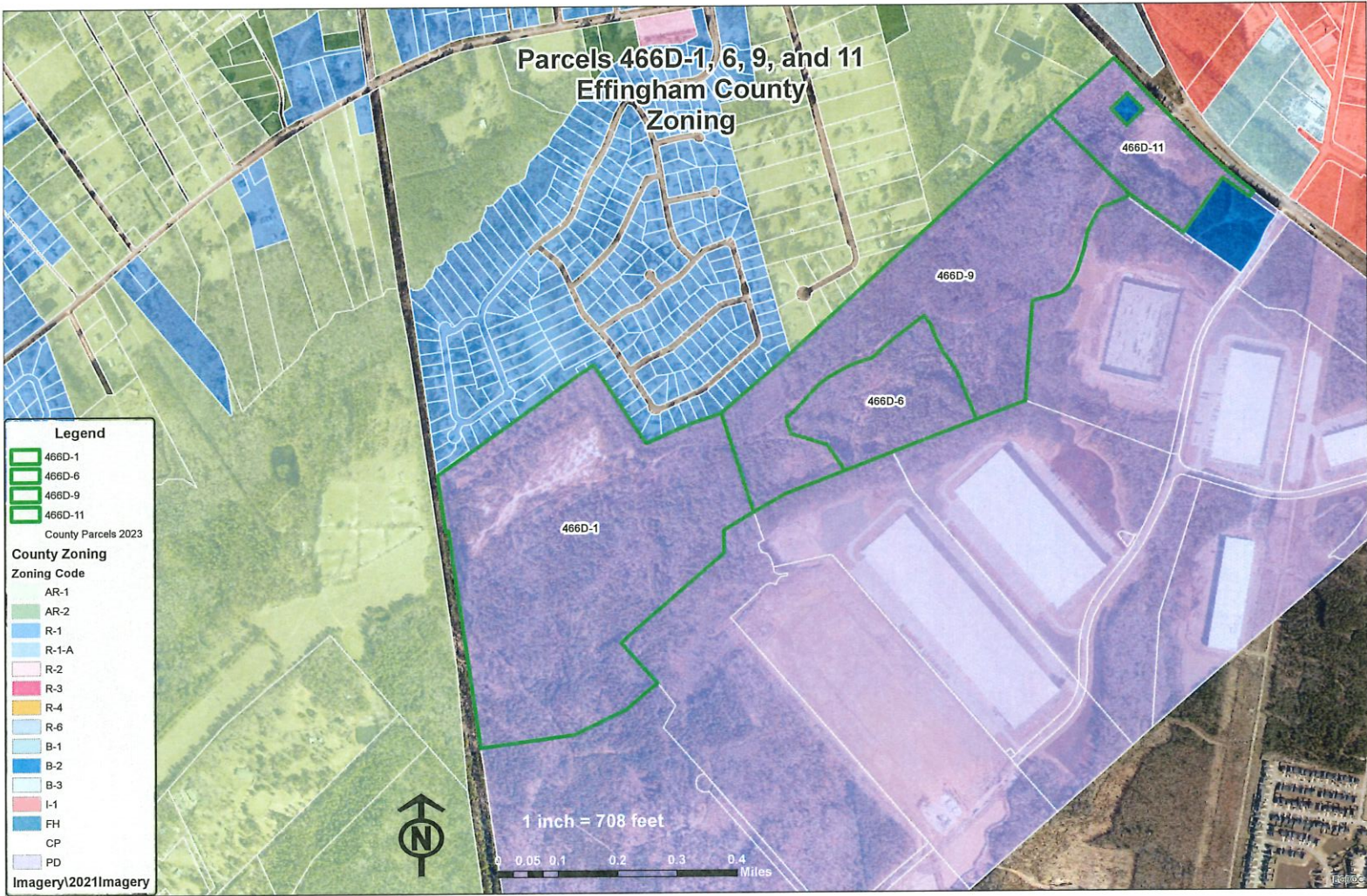
- **Zoning exhibit attached. Parcels 466D-1,6,9,11 are zoned PDMU-Planned Development Mixed Use. The original proposal (DRI# 1864) included warehouses, commercial development, and multifamily residential development.**

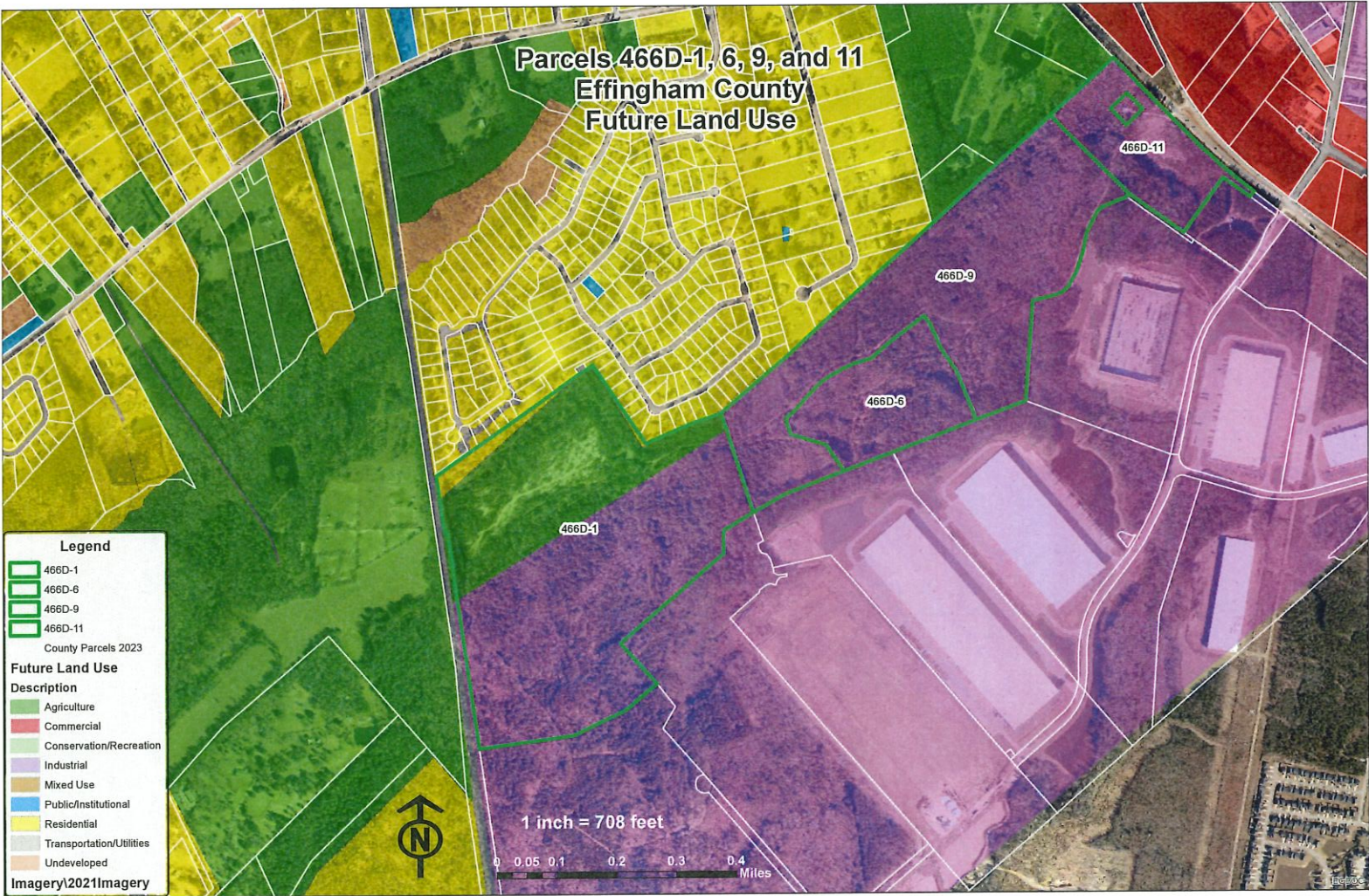
What is the proposed zoning for the DRI site?

- **Applicant seeking to amend the PDMU zoning to replace multifamily residential development with warehouses. Commercial development is still planned.**

Is the site of the DRI currently vacant?

- **The site is currently vacant.**











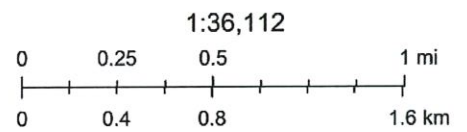
DEVELOPMENT OF REGIONAL IMPACT MAPS

DRI Regional Map



4/18/2023, 9:11:15 AM

-  DRI - 2001-2017 Submission
-  DRI - 2022 Submission
-  DRI - 2020 Submission
-  Counties
-  DRI - 2021 Submission
-  Cities



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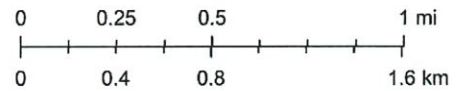
DRI Map



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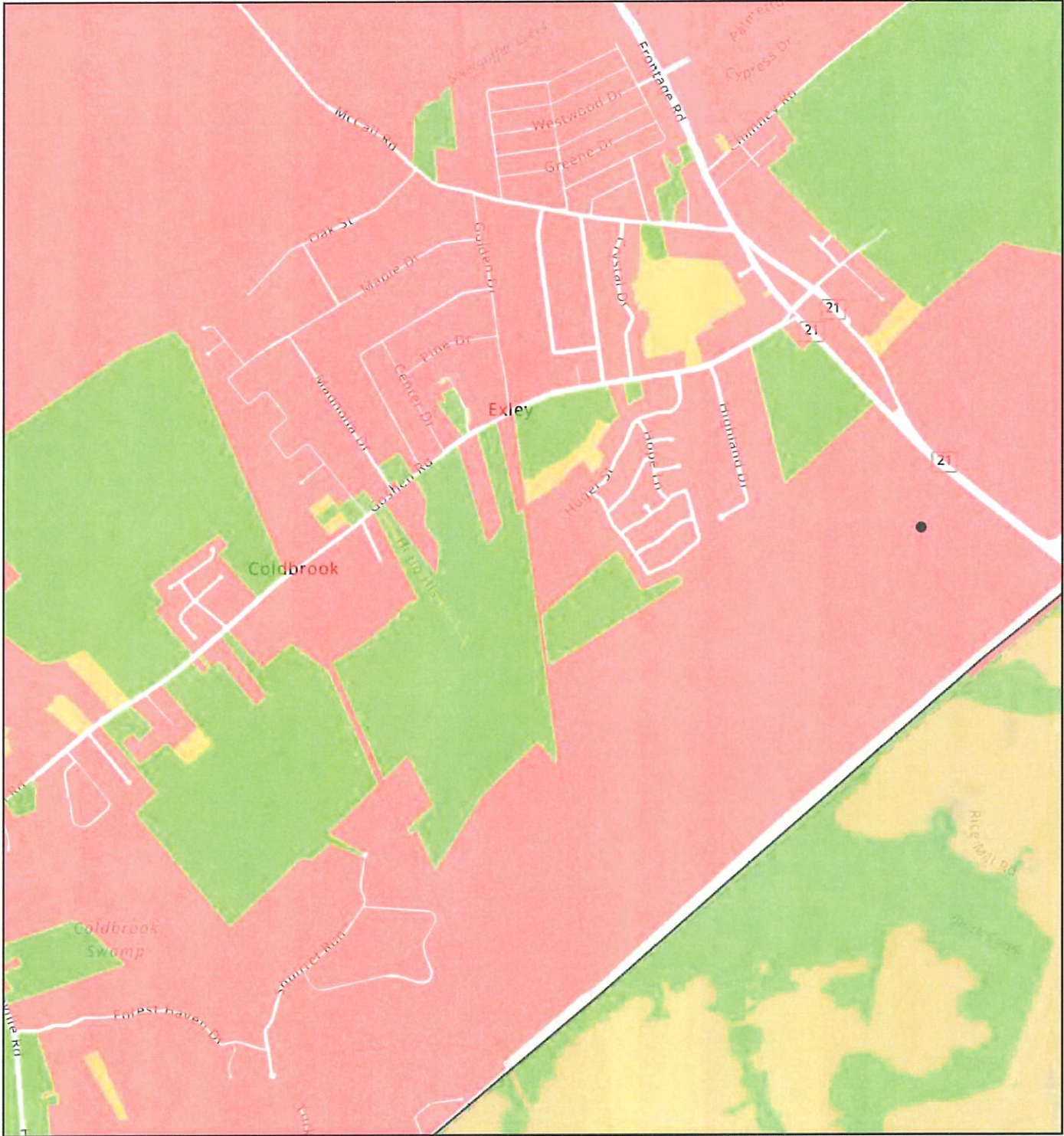
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- DRI - 2001-2017 Submission
- DRI - 2022 Submission
- DRI - 2020 Submission
- DRI - All Submissions
- DRI - 2021 Submission
- Rivers



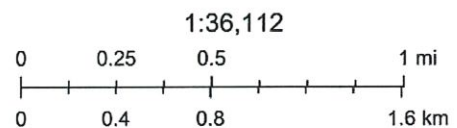
Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Regional Future Development Map



4/18/2023, 9:40:18 AM

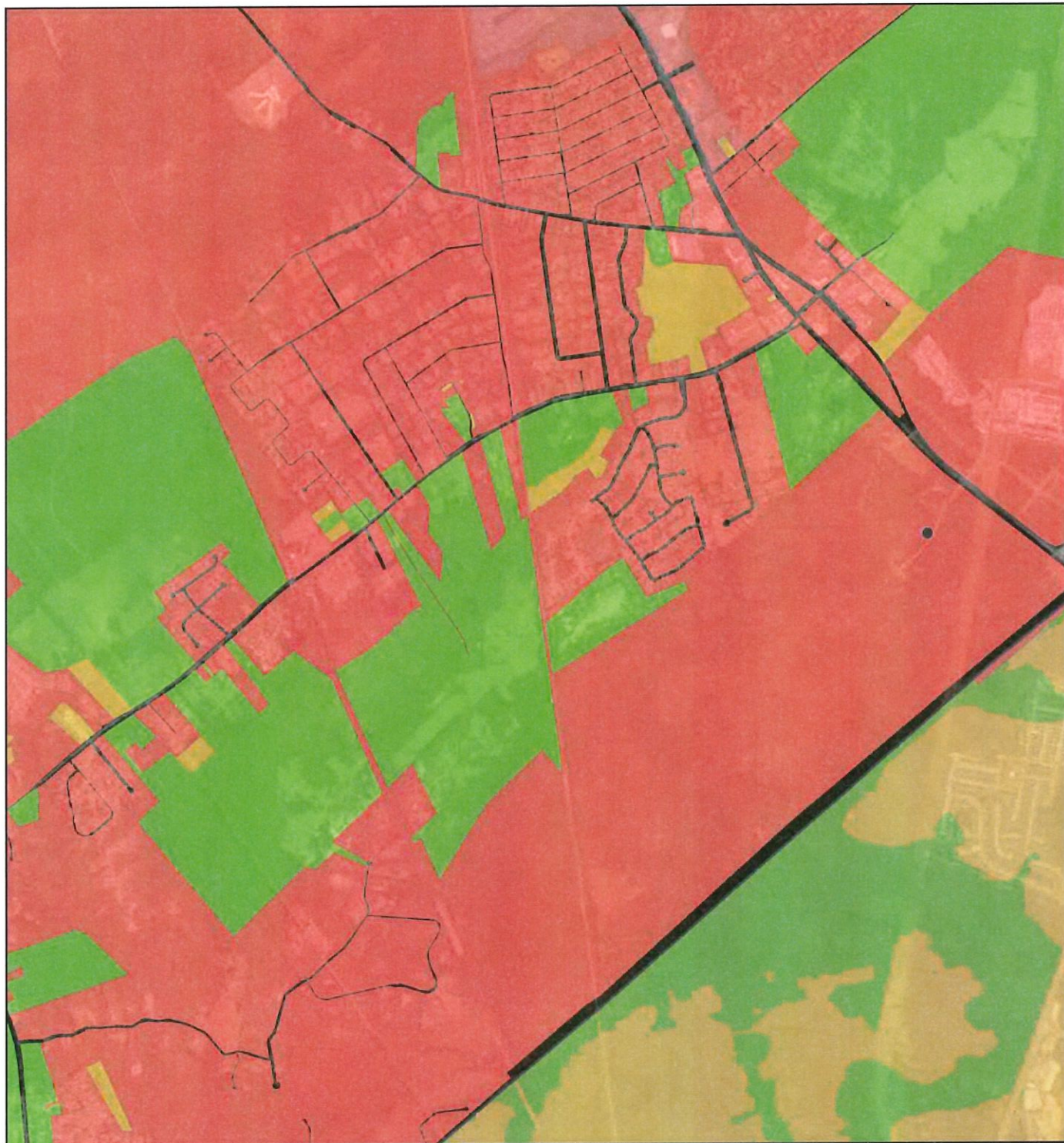
- Counties
- Developing
- Rural
- Future Development**
- Developed



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



Regional Future Development Map

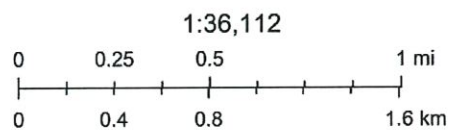


4/18/2023, 9:39:07 AM

- Counties
- Cities
- Developing
- Rural

Future Development

- Developed




Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ARSA Regional Map



4/18/2023, 9:12:35 AM

ARSA - Areas Requiring Special Attention

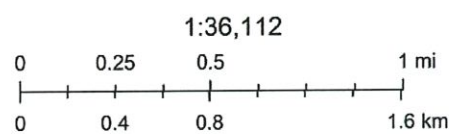
 Areas in Need of Redevelopment

 Areas of Rapid Development

 Areas of Significant Natural Resources

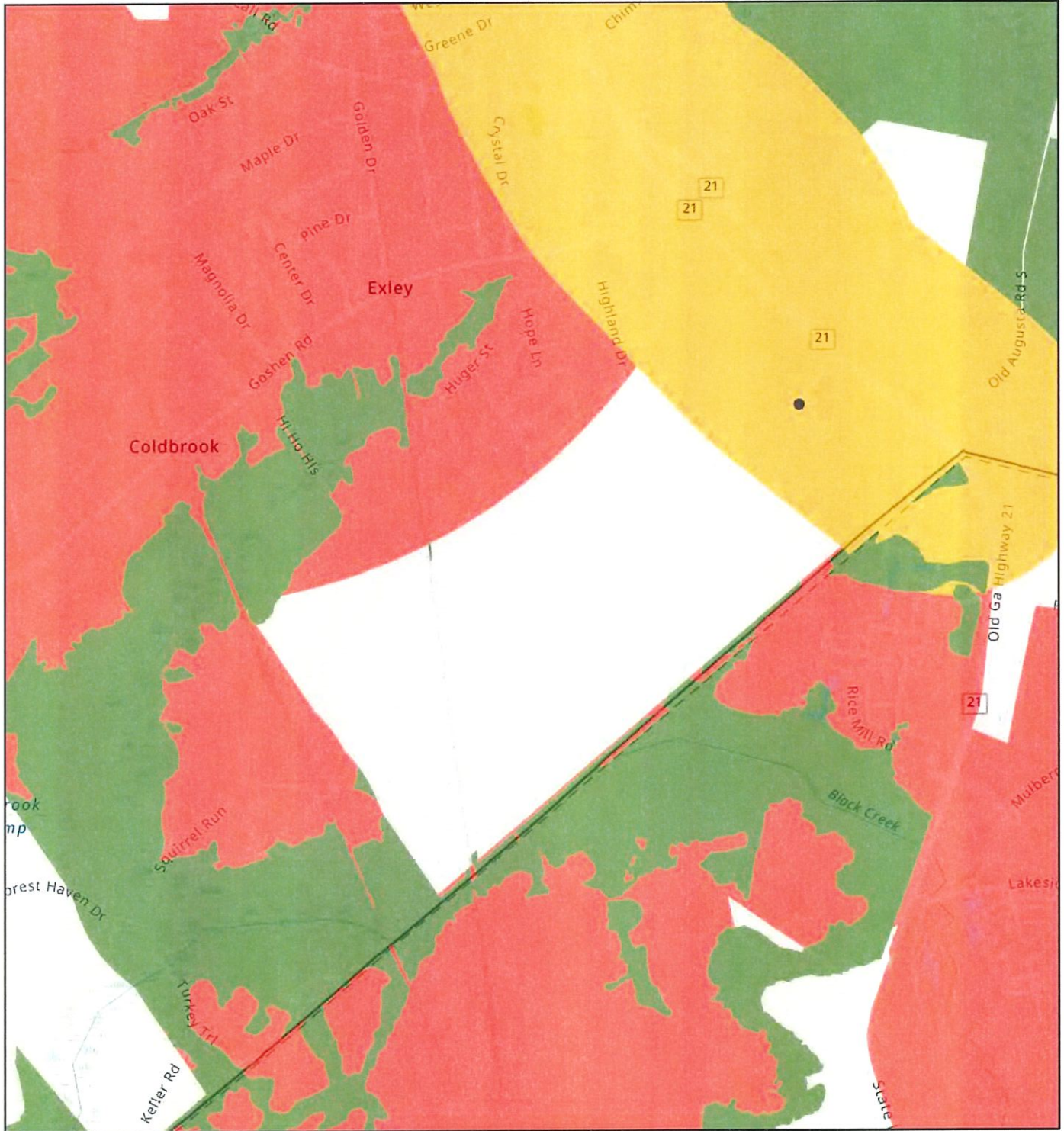
 Counties

Cities



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

ARSA Regional Map

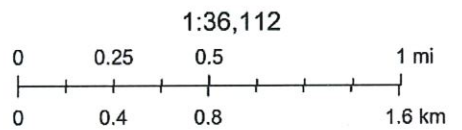


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ARSA - Areas Requiring Special Attention

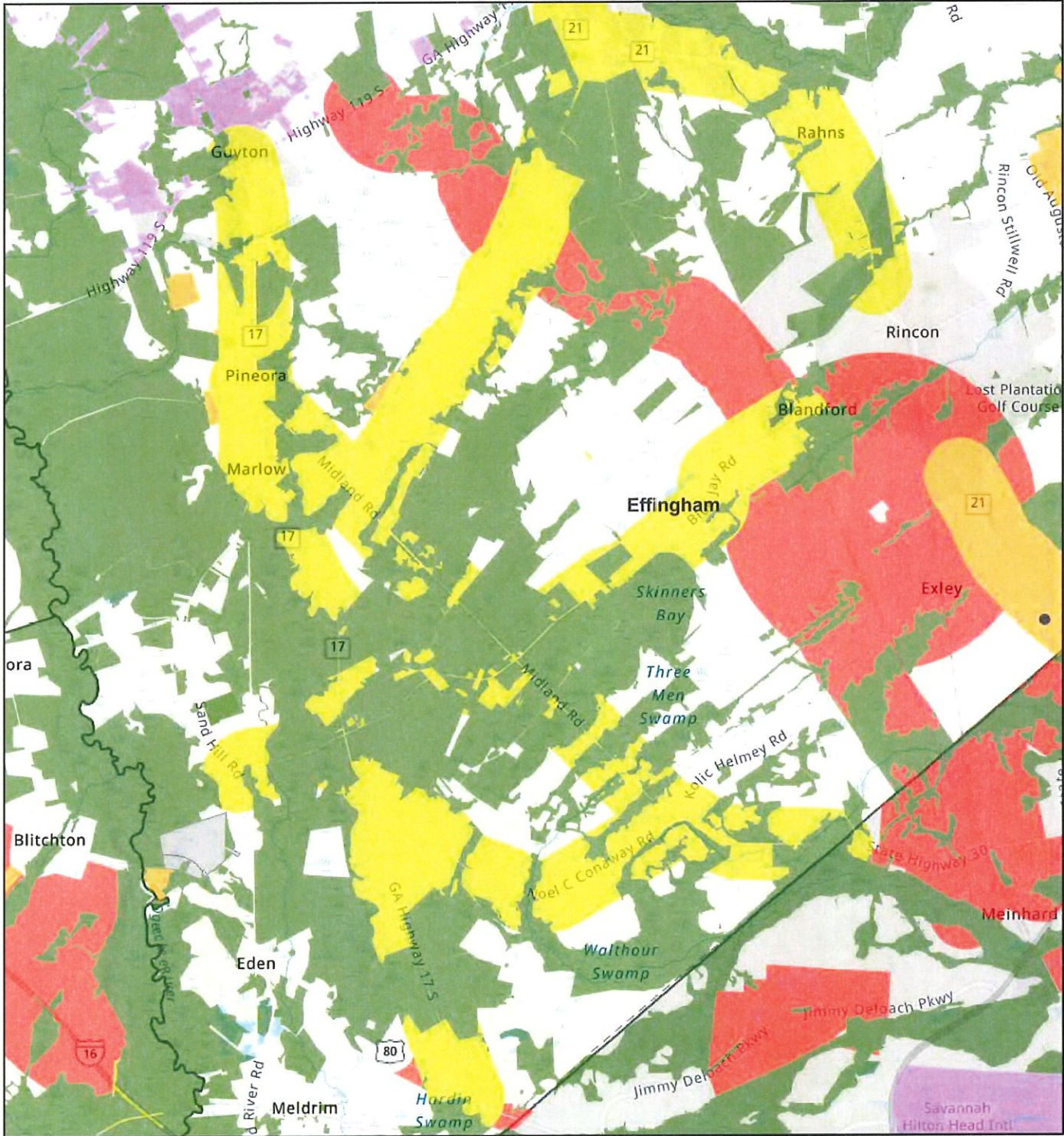
- Areas in Need of Redevelopment
- Areas of Rapid Development
- Areas of Significant Natural Resources
- Counties

Cities



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

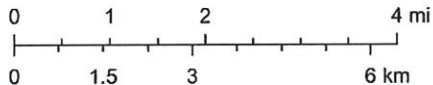
ARSA 3 Regional Map



4/18/2023, 9:22:08 AM

1:144,448

- ARSA - Areas Requiring Special Attention
- Areas in Need of Infrastructure
- Areas in Need of Redevelopment
- Areas of Rapid Development
- Areas of Significant Infill
- Areas of Significant Natural Resources
- Large Abandoned Structures or Sites
- Counties
- Cities






Esri, NASA, NGA, USGS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

FEMA Regional Map



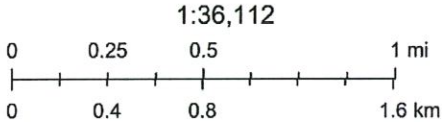
4/18/2023, 9:10:29 AM

FEMA Flood Zones

-  1% Annual Chance Flood Hazard
-  1% Annual Chance Flood Hazard
-  0.2% Annual Chance Flood Hazard

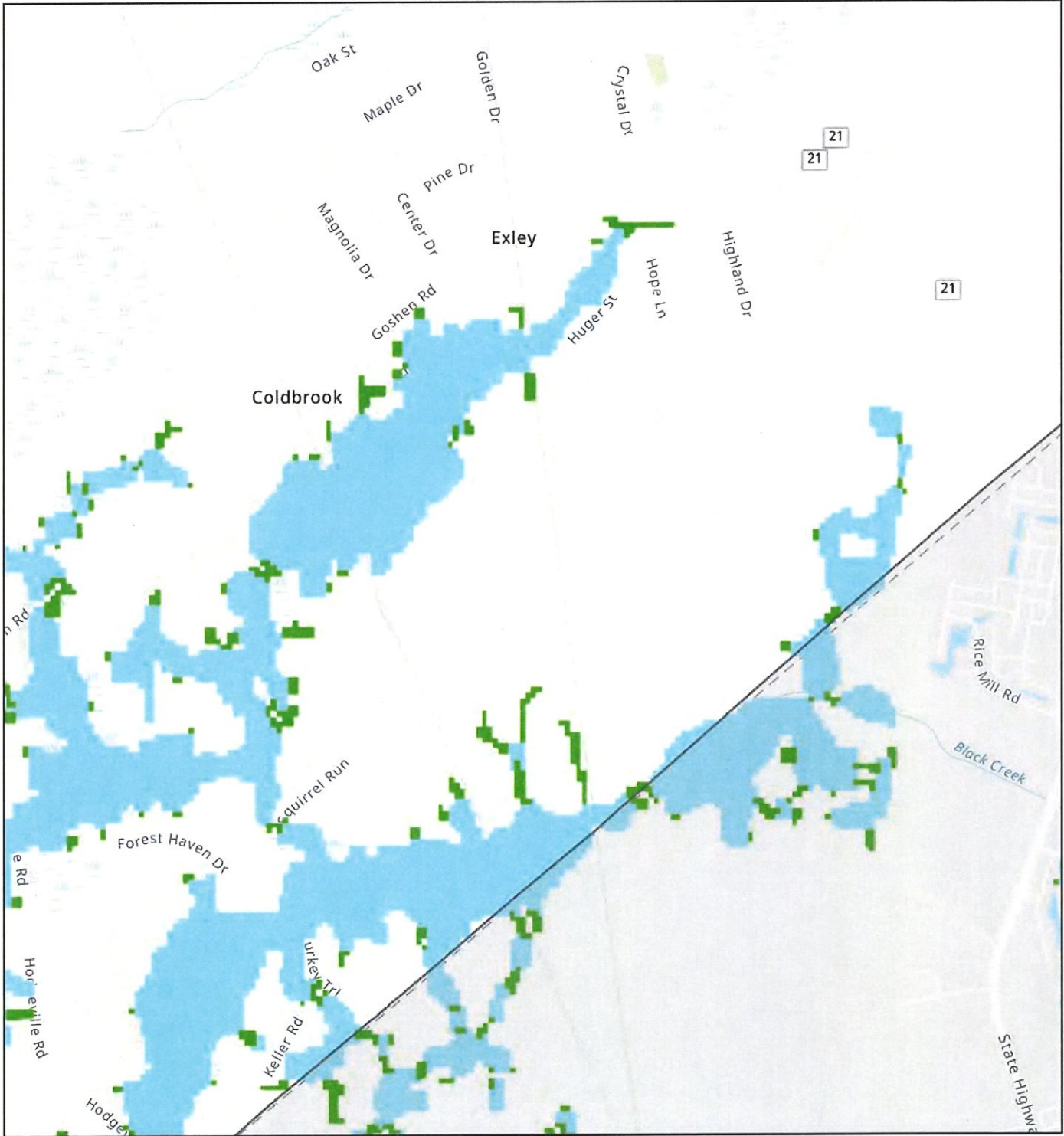
 Counties

Cities



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Green Infrastructure

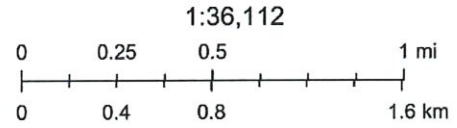


4/18/2023, 10:52:54 AM

Green Infrastructure Class

- Core
- Corridor
- Multi-Use Buffer Areas

- Sites
- Counties
- Cities



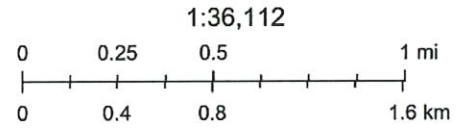
CRC, Georgia Forestry, Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Wetlands & Rivers Regional Map



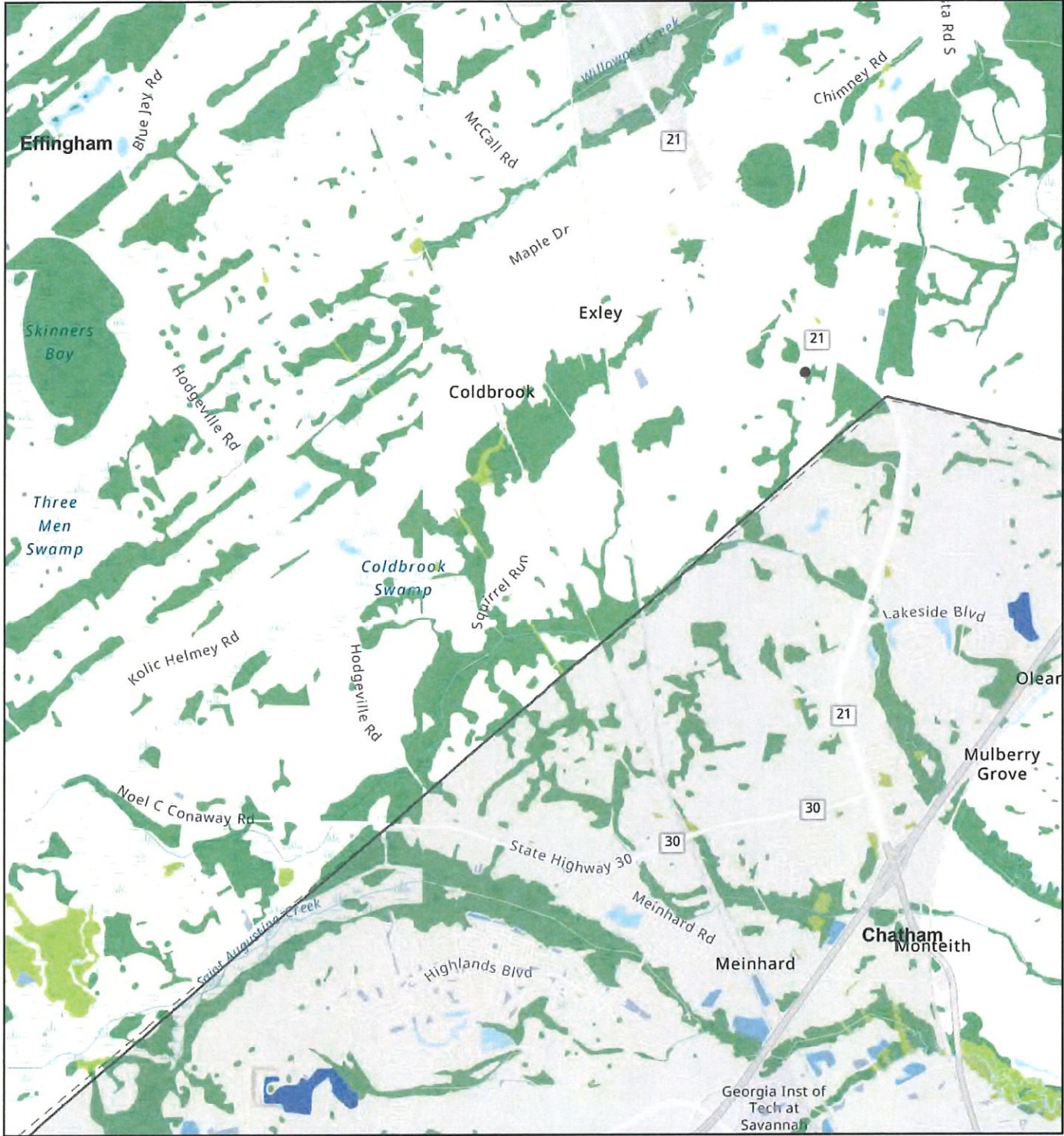
4/18/2023, 9:24:28 AM

- Counties
- Cities
- Wetlands**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine
- Rivers



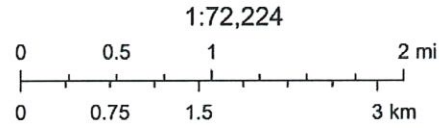
Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Wetlands Regional Map



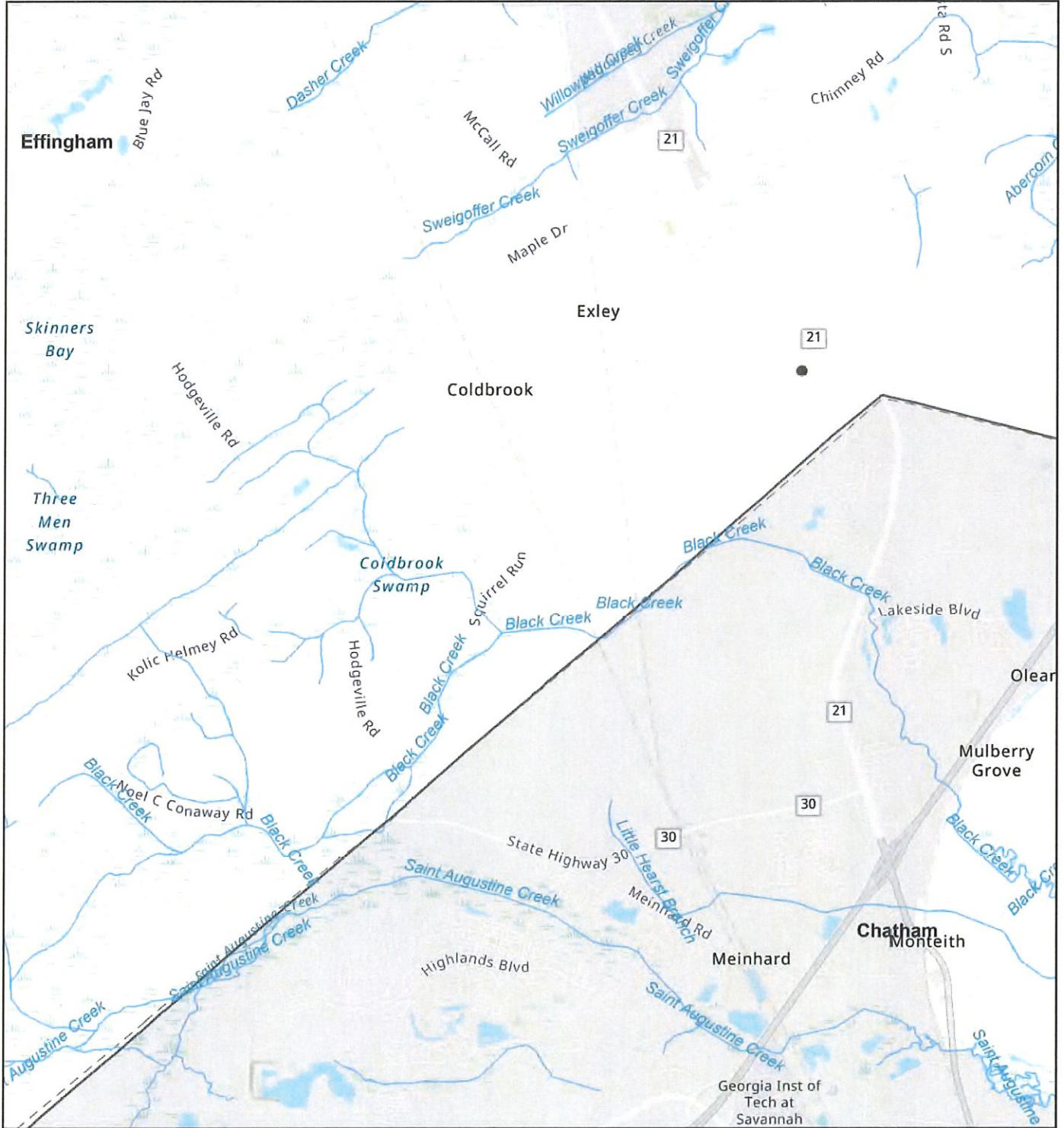
4/18/2023, 9:26:08 AM

- Counties
- Cities
- Wetlands**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc. METI/NASA, USGS, EPA, NPS, USDA

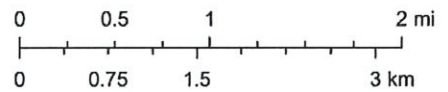
Rivers Regional Map



4/18/2023, 9:25:34 AM

- Counties
- Cities
- Rivers

1:72,224



Esri, NASA, NGA, USGS, FEMA, Savannah Area GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

PUBLIC COMMENTS

From: [Cornelia Reed](#)
To: [Karen Saunds](#)
Subject: City of Savannah Response for DRI #3966 - Effingham, Exley North property located off Hwy 21
Date: Friday, May 5, 2023 10:48:02 AM

Hello Karen. Unfortunately, I was out of the office and hope this comment could be included in your final report. I am sure it will be fine since there is an agreement in place regarding the comment/response to this DRI.

"Effingham County should coordinate with the City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement."

Brion

Ms. Brion Ehret
 Administrative Assistant, City of Savannah
 Water/Sewer Planning and Engineering
 20 Interchange Drive
 ☎: 912-651-6573 ext.2522
behret@savannahga.gov

With best regard

Cornelia M. Reed, M.A.
 Program Coordinator
 Planning and Urban Design Department
 Physical Location Address Change
 Office Moved Effective 9/13/2021
 20 Interchange Drive, Administration Building
 Savannah, GA 31415
 P.O. Box 1027, Savannah, GA 31402
creed@savannahga.gov
 Office: 912.525-3100, ext. 1161
 Department: 912-525-2783



From: Ronald Feldner <Ronald.Feldner@Savannahga.Gov>
Sent: Wednesday, May 3, 2023 4:57 PM
To: Brion Ehret <BEhret@Savannahga.Gov>
Cc: James Laplander <JLaplander@Savannahga.Gov>; Cornelia Reed <CReed@Savannahga.Gov>
Subject: Re: Time-Sensitive Request for Review on or before Noon, Wednesday, May 3rd, for DRI #3966 - Effingham, Exley North property located off Hwy 21

The appropriate language would be as follows:

"Effingham County should coordinate with the City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement."

Cornelia, please edit our response accordingly.

Thanks, Ron

Get [Outlook for iOS](#)

From: Brion Ehret <BEhret@Savannahga.Gov>
Sent: Wednesday, May 3, 2023 4:49 PM
To: Ronald Feldner <Ronald.Feldner@Savannahga.Gov>
Cc: James Laplander <JLaplander@Savannahga.Gov>
Subject: FW: Time-Sensitive Request for Review on or before Noon, Wednesday, May 3rd, for DRI #3966 - Effingham, Exley North property located off Hwy 21

Ron,

You asked me to send you Jim's comments on all DRI petitions. Here are his comments from this afternoon:

"Effingham County must meet with the City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement."

Brion

Ms. Brion Ehret

Administrative Assistant, City of Savannah
 Water/Sewer Planning and Engineering
 20 Interchange Drive
 ☎: 912-651-6573 ext.2522
behret@savannahga.gov



From: Cornelia Reed <CReed@Savannahga.Gov>
Sent: Tuesday, April 18, 2023 3:10 PM
To: herntona@thempc.org; wangw@thempc.org; Cheryl Mason <CMason@Savannahga.Gov>; Eric Chin <EChin@Savannahga.Gov>; Martha Davidson <MDavidson@Savannahga.Gov>; Frederick Anderson <fanderson@Savannahga.Gov>; Thomas Bolton <tbolton@Savannahga.Gov>; Michele Strickland <MStrickland@Savannahga.Gov>; Peter Ghilarducci <PGhilarducci@Savannahga.Gov>; William Buckley <William.Buckley@Savannahga.Gov>; Marcus Lotson <lotsonm@thempc.org>; Leah Michalak <michalaki@thempc.org>; Thomas Cawthon <TCawthon@Savannahga.Gov>; Brian Brainerd <BBrainerd@Savannahga.Gov>; Jackie Jackson <jacksonj@thempc.org>; Brion Ehret <BEhret@Savannahga.Gov>; Tammy Faughey <TFaughey@Savannahga.Gov>; Pamela Everett <everettp@thempc.org>; Barry Lewis <BLewis01@Savannahga.Gov>; Quhannah Andrews <QAndrews@Savannahga.Gov>; Martha Davidson <MDavidson@Savannahga.Gov>;

moranok@thempc.org; Laura Walker <LWalker@Savannahga.Gov>; John Anagnost <John.Anagnost@Savannahga.Gov>; Kenneth Cullens <Kenneth.Cullens@Savannahga.Gov>
Cc: Martin Fretty <MFretty@Savannahga.Gov>; Stephen Henry <SHenry@Savannahga.Gov>; Gordon Denney <GDenney@Savannahga.Gov>; Julie McLean <JMcLean@Savannahga.Gov>; Bridget Lidy <blidy@Savannahga.Gov>; David Keating <DKeating@Savannahga.Gov>; James Laplander <JLaplander@Savannahga.Gov>; Melanie Wilson <wilsonm@thempc.org>; Cornelia Reed <CReed@Savannahga.Gov>; Ronald Feldner <Ronald.Feldner@Savannahga.Gov>
Subject: Time-Sensitive Request for Review on or before Noon, Wednesday, May 3rd, for DRI #3966 - Effingham, Exley North property located off Hwy 21

Hello All. We received the below request from the Coastal Regional Commission for review regarding project in Effingham, Exley North property located off Hwy 21 (see site plan(s) and other related links providing specific development information below). The City Manager’s office has requested that applicable city departments review this request, including the project map, and other documentation provided in the links below and **provide your feedback to me on or before noon, Wednesday, May 3rd**, regarding any concerns, objections, and/or any conditions related to this proposed development project that **may** affect Savannah utilities, property, and/or any other city operations.

No response is needed when your department does not have comments/no objection(s). And, although project location may not be located in Savannah, please note that we are required to forward for review all project notices received by the Coastal Regional Commission.

Please feel free to forward this message to anyone you may believe would need to review this request for comment and ensure they forward input to me by the deadline. Please pardon the inconvenience if you no longer review these requests.

Review Requested for DRI #3966



DRI 3966: Exley North

DRI# 3966 Exley North, is a proposed project to entail industrial development on the Exley North property located off Hwy 21, just north of the Georgia International Trade Center (GITC) development. The proposed project will also entail commercial development along the Hwy 21 frontage. The project size is described as three buildings totaling approximately 900,000 SF of warehouse distribution. Two buildings totaling approximately 127,500 SF of

commercial use buildings and trailer storage for approximately 220 trailers. This project will replace the multifamily residential development that was originally proposed (DRI 1864). The project site consists of four parcels of land 0466D011 (24.22 acres), 0466D009 (90.18 acres), 0466D001(132.42 acres),and 0466D006 (27.18 acres) all owned by T & T Exley Properties, LLC and zoned PD (planned development). The action being taken at this time is rezoning and the development type is Industrial.

Economic Development

The estimated value of the project at build-out is +/- \$90,000,000, and the annual estimated tax revenue likely to be generated by the proposed project has been listed as "*to be determined*". The developer indicates that the regional workforce is sufficient to serve this development and that no existing uses will be displaced.

Water Supply

Effingham County is the named water supply provider for this project site. The estimated water demand to serve the proposed project is 0.03MGD. Sufficient water supply capacity is available to serve the proposed project, however a water line extension will be required. Water line to be extended from GA International Trade Center, which is immediately to the south and the line extension is stated to be less than one mile.

Wastewater Disposal

Effingham County will be the wastewater treatment provider for this proposed project and 88 ERUs (Equivalent Residential Units) is the stated estimated sewage flow to be generated by the project. The DRI application states that there is sufficient wastewater treatment capacity available to serve this proposed project and that additional sewer line extension is required. A sewer line will need to be extended from GA International Trade Center, which is immediately to the south. A line extension of less than one mile will be required to serve this project.

Transportation

A traffic study has not been performed. The estimated traffic demand is anticipated to be +/- 1800 trips per day. Transportation improvements will be required to serve this project. It is anticipated acceleration and/or deceleration lanes will have to be installed at park entrances. Left turn lanes could be required upon the results of a traffic impact analysis.

Solid Waste Disposal

An estimated +/-1400 tons of solid waste will be generated annually and current landfill capacity is sufficient to serve the project. Hazardous waste will not be generated by the development.

Stormwater Management

25% of the project site is expected to be impervious surface once the proposed development has been constructed. The project is proposing a series of detention ponds. In addition, county buffer requirements include up to 300' vegetative strip for stormwater filtration.

Environmental Quality

The project site includes wetlands and floodplains that may possibly be affected by the development. Approximately 1.46 AC of wetlands are shown to be impacted in the proposed site plan. These impacts will be mitigated and permitted via the proper nationwide permits in coordination with a wetland consultant.

Local Planning Considerations

The Future Land Use Map from Effingham's comprehensive plan designates the project site as industrial. Effingham's current zoning map marks the project site as PDMU- Planned Development Mixed Use. The original proposal for this property was DRI#1864 which included warehouses, commercial development, and multifamily residential development.

Regional Planning Considerations

The land is currently vacant for the proposed DRI, however, there have been previous developments of regional impact submitted for the same area. [DRI 1864 Exley Tract N&S](#) (Mixed Use), [DRI 3130 Old Augusta Industrial Park](#), [DRI 1672 Exley Tract N&S](#), and [DRI 663 Exley Tract North and Exley](#) with no development completed. The [Regional Future Development Map](#) designates the proposed site as developed, developing, and rural. The [ARSA Map](#) has the project area as an area in need of redevelopment, an area of rapid development, and an area of significant natural resources. The [Green Infrastructure Map](#) of the area shows core and corridor areas on and around the project site. Additional maps from the Development of Regional map include [Wetlands](#), [Rivers](#), and [FEMA](#) information.

For more information on this development, please see the information forms [here](#) and [here](#).

[2022 Coastal Georgia Regional Plan](#) and the [2020-2040 Effingham County 2020-2040 Joint Comprehensive Plan](#) can be accessed here.

Also included in this email are the: [Site plans & Land Use](#), [Property Record Cards](#), [Effingham Zoning Map](#), [Additional Information](#), [Effingham County Future Land Use Map](#) and [Regional Maps of the project site](#).

Thank you.

-
Cornelia M. Reed, M.A.

Program Coordinator
Planning and Urban Design Department
Physical Location Address Change
Office Moved Effective 9/13/2021
20 Interchange Drive, Administration Building
Savannah, GA 31415
P.O. Box 1027, Savannah, GA 31402
creed@savannahga.gov
Office: 912.525-3100, ext. 1161
Department: 912-525-2783



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 **T&T Exley Properties – (Map # 466D Parcel # 1,6,9,11)** from **PD** to **PD** 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?
- 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?
- 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?

BKS, 6/13/23.

9.5

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APPROVAL ✓ DISAPPROVAL _____

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APPROVAL

DISAPPROVAL

[Handwritten signature]

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **T&T Exley Properties – (Map # 466D Parcel # 1,6,9,11)** from **PD** to **PD** zoning.

myself / recused

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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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

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

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Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July, 2023
Item Description: **T&T Exley Properties** requests to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development. Located off of Highway 21. **(Second District) [Map# 466D Parcels# 1,6,9,11]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, to allow for the amendment of a Planned Development, with conditions.

Executive Summary/Background

- The request for rezoning to the PD-MU zoning district is found in Appendix C, Article V-Uses Permitted in Districts, Section 15.
- The original PD-MU document, approved in 2008, designates acreage in the northern most parcels as multi-family housing to serve as a transition between industrial and residential use and provide diversity of housing to the County. The multi-family portion included the following details:
 - Up to 1,350 units
 - A 30' buffer, 15' to be vegetative, between multi-family and surrounding residential properties.
- The applicant proposes to amend the PD document to:
 - Remove the multi-family component completely.
 - To be replaced with an additional +/- 2,000,000 square feet of industrial development, shown to be spread across 3 warehouses equaling approximately 1,000,000 square feet.
 - The proposed buffering to adjacent residential properties is shown in concept to be 100', the proposed berm within the buffer is described as up to 25' with a 2:1 slope.
 - Account for the 24.5 acres in use as a Verizon tower site. This is designated as "Highway Commercial/Industrial"
- The requested amendment of the PD document will increase buffering between development and neighboring residential use, as well as decrease traffic trips per day by an approximate 50% (10,160 for 1350 multi-family uses, 5,000 for warehouse use).
- The change to the PD document was submitted for a DRI which was completed on May 10, 2023. Comments on the project were from City of Savannah: "Effingham County should coordinate with City of Savannah since it does utilize City of Savannah water through a municipal water supply agreement"
- On June 8, 2023, a town hall type meeting was held with the intent to inform surrounding property owners of current approval/proposed changes. The consensus presented by the public indicated that warehousing would be preferable to multi-family housing. The following were some of the concerns raised by residents with regards to adjacent industrial use:
 - Light/noise pollution
 - Burden to roads
 - Proximity of development to property lines
 - Appearance from residential properties
 - Destruction of natural habitat
 - The potential for a future rail spur
- In response to these concerns, Staff is recommending additional conditions to approval.
- Residents spoke to reiterate concerns at the June 13, 2023 Planning Board meeting.
- At the June 13, 2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:

- No rail spur shall be permitted.
- Any planned trailer storage as a use must be approved as a conditional use.
- Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
- And the additional stipulations that:
 - The berm be constructed in a manner that it hides structures from line of sight of adjacent residential properties.
 - The minimum buffer from industrial use to residential shall be 115'
- The motion was seconded by Brad Smith, and carried 4-0, Ryan Thompson having recused himself from this item.

Alternatives

1. **Approve** the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**, with the following condition:
 - 1.No rail spur shall be permitted.
 2. Any planned trailer storage as a use must be approved as a conditional use.
 3. Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
 4. The berm shall be constructed in a manner that it hides future structures from line of sight of adjacent residential properties.
 5. The minimum buffer from industrial use to residential shall be 115'.
2. **Deny** the request to **rezone** 274 of 1,047 acres from **PD-MU** to **PD-MU**.

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.
466D-1,6,9,11

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
466D-1,6,9,11

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, T&T EXLEY PROPERTIES has filed an application to rezone two hundred seventy four (274.0) +/- of 1,047 acres; from PD-MU to PD-MU to allow for the amendment of a Planned Development; map and parcel number 466D-1,6,9,11, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT two hundred seventy four (274.0) +/- of 1,047 acres; map and parcel number 466D-1,6,9,11, located in the 2nd commissioner district is rezoned from PD-MU to PD-MU, with the following conditions:

- 1.No rail spur shall be permitted.
2. Any planned trailer storage as a use must be approved as a conditional use.
3. Berms used to buffer from neighboring residential properties shall be a minimum of 25' high.
4. The berm shall be constructed in a manner that it hides future structures from line of sight of adjacent residential properties.
5. The minimum buffer from industrial to residential uses shall be 115'.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Second District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Simcoe Investments Group, LLC** requests to **rezone** 29.60 of 39.94 acres from **R-1** to **PD-R**, to allow for a residential development. Located at 1094 Goshen Road. **(Second District) [Map# 451 Parcel# 21]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 29.60 of 39.94 acres from **R-1** to **PD-R**, to allow for a residential development, with conditions.

Executive Summary/Background

- The request for rezoning to the PD-R zoning district is found in Appendix C, Article V-Uses Permitted in Districts, Section 15.
- The applicant wishes to develop a 90 unit, single family residential community. Lot and unit details include:
 - The proposed building setbacks are compatible with the R-5 zoning district.
 - Lot sizes are considerably narrower in comparison with R-5 zoning:
 - Total lot size: 3,456 square feet (R-5 is 6,600 square feet [.15 acres])
 - Total lot width: 36' (R-5 is 50')
 - To mitigate the narrowness of the lots, the applicant proposes home models that are two-story and approximately 20' wide.
 - Density is 3.58 units per useable acre (R-5 allows a maximum of 5 units per useable acre).
- Water and sewer will be provided by Effingham County. There is a single access point planned to/from Goshen Road.
- The applicant is requesting the following exemptions:
 - Block Length
 - The physical characteristics of the property, and surrounding uses, eliminate the opportunity for conventional block layout, “stub outs”, or secondary access points.
 - Free standing sign size
 - Signs of 8' width are to be submitted for individual approval. If deviation is such that staff cannot approve the proposed sign, the matter will be brought before the Board of Commissioners for approval.
 - The minimum road centerline radius is requested to be 100'.
 - The applicant will also require exemption from 5.15.1.2 requirement that “the site must have a minimum width, between any two opposite boundary lines, of 300 linear feet.
 - The narrowest portions of the property are shown to be reserved for ponds.
- At the 6/13/2023 Planning Board meeting, multiple surrounding residents spoke to voice opposition. Their concerns included:
 - The impact of an additional development to current traffic concerns
 - Destruction of natural surroundings
 - Diminishment to current character of the area
 - Proposed ponds causing mosquito problems
- During Board discussing, concerns were raised regarding:
 - Frontage aesthetics
 - Location of density
 - Density and lot size
 - Increase of traffic

- The ability of adequate off street parking to accommodate density
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to deny.
- The motion was seconded by Peter Higgins and carried unanimously.

Alternatives

1. Approve the request to **rezone** 29.60 of 39.94 acres from **R-1** to **PD-R** with the following conditions:

1. A sketch plan shall be reviewed by staff, and approved by the Board of Commissioners independent of the approved master plan and concept.

2. Deny the request to **rezone** 29.60 of 39.94 acres from **R-1** to **PD-R**.

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 6. PD Document

ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 4/25/2023

Applicant/Agent: Simcoe Investment Group, LLC

Applicant Email Address: clay@hoiconstruction.com

Phone # 912-727-2920

Applicant Mailing Address: P.O. Box 1247

City: Richmond Hill State: GA Zip Code: 31324

Property Owner, if different from above: Grace Community Church of Effingham County, Georgia, Inc.
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: PO Box 1369

City: Rincon State: GA Zip Code: 31326

Property Location: 1094 Goshen Road

Proposed Road Access: Goshen Road

Present Zoning of Property: R-1 Proposed Zoning: PD

Tax Map-Parcel # 04510021 Total Acres: 39.94 Acres to be Rezoned: 29.60

Lot Characteristics: Existing church and undeveloped property.

WATER

SEWER

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: Effingham County

Justification for Rezoning Amendment: To sell approximately 29.6 acres for residential development and keep approximately 10.34 acres for the existing church

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

R-1-residential s/d North _____ South _____ R-1-residential s/d East _____ West Rail Road & R-6
R-1 residential s/d & AR-1

1. Describe the current use of the property you wish to rezone.

The property has a church on a portion of the land and the remainder is undeveloped woodland that was cut recently

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

The undeveloped property does have some limited economic use as timber land and was recently cut. To get the highest use for the property it will need to be rezoned and developed as a residential development.

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

Detached single family residential home sites.

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

Detached single family residential subdivisions ranging from lots 6,000 sf to 2 acres with majority being around the 1/2 acre size. There are a few larger AR-1 tracts nearby.

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?

Provide more homes in an area that is already considered a residential area and has similar development.

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. The development will increase use of streets, utilities, and schools, but the county has plans to widen Goshen Road, the county has water, sewer, and reuse utilities available for development use, and the schools system is making plans for expansion to handle growth.

Applicant Signature:



Date

4/25/2023

**Planned Development District - Development Text
Submitted for *Goshen Church Tract – Goshen Rd.*
on behalf of
Simcoe Investment Group, LLC.**

Prepared by
EMC Engineering Services, Inc.

Documents submitted:

1. Development Text - Approval requested
2. Planned Development District Master Plan - Approval requested

This development text and the attached Planned Development District Master Plan are submitted for approval by the Effingham County Board of Commissioners, in accordance with the Effingham County Zoning Ordinance. This development text serves as the original development text, for the property. The attached Master Plan is submitted as an exhibit only to convey the intended character and scale of the development. The detail illustrated in the Master Plan is intended to serve as an aid to the County Commissioners and the public in visualizing the development.

A) General Description

Project name: Goshen Church Tract – Goshen Road
 PIN: 04510021
 Size: 39.94 acres total – 29.60 acres to be rezoned
 Location: 1094 Goshen Road
 Current zoning: R-1
 Proposed zoning: PD
 Developer: Simcoe Investment Group, LLC.

Goshen Church tract will be a Residential (PD-R) development consisting of detached single-family homes and community recreational facilities. The development has been planned, and its final design will be completed, with the intent to provide a project this is harmonious in terms of landscaping, parcel sizes, street patterns, and land use relationships.

B) Present Ownership

The property is under the ownership of Grace Community Church of Effingham County, Georgia, Inc. and is under contract with Simcoe Investment Group, LLC.

Legal
Description

All that certain lot, tract or parcel of land, lying and being in the 9th GMD, Effingham County, Georgia, containing 29.60 acres of the 39.94 acre total parcel, more or less, and being designated as a portion of the William Edward Sickel Tract at Coldbrook Station shown on that certain plat of survey prepared by Vincent Helmly, registered land surveyor, dated

Goshen Church Tract	1	EMC Engineering Services, Inc.
Development Text		

November 3, 1997, and recorded in Plat Book A397, page D, Effingham County, Georgia Records, which plat of survey is by reference incorporated herein as a part of this description.

C) Proposed Land Uses and Development Standards

The proposed development will consist of a variety of compatible uses in order to produce a balanced, attractive community. Proposed uses include detached single-family residential and community recreational facilities as outlined herein.

Detached Single Family

Covenants will be established which require that all detached single-family homes be designed in such a manner (i.e.. Mixed building materials, a variety of building heights, facades, and setbacks) to mitigate uniform appearances for the project as much as practical. The proposed development will consist of detached single-family residential homes, ponds, and community recreational facilities as outlined herein.

Covenants and Restrictions, which shall be recorded and referenced on final plats, will be established which require the following:

- 1.1. Exterior walls shall be finished in brick, tabby, stone, stucco, or composite shake, lap siding, wood or fiber-cement siding. Metal or aluminum may be used as an accent material. The use of vinyl or other plastic siding or metal siding is strictly prohibited except as provided for in paragraph (1.4) of this section.
- 1.2. Not more than two building materials shall be used for exterior walls (excluding trim and cornices) on sides of buildings facing or visible from a road. If a single material is proposed, but there are multiple textures and/or colors, the development services official shall determine if the overall effect is inconsistent with the intent of this provision.
- 1.3. Roofs shall be galvanized (standing seam or v-crimp), slate, wood or composite/manufactured shingle, architectural shingle, or other similar roofing material.
- 1.4. A maximum of two additional materials may be used for accents, but the material used must be listed in paragraph a. Fascia, soffits, and other house trim materials may be vinyl.
- 1.5. Windows shall have exterior trim.
- 1.6. The following materials are prohibited and may not be modified:
 - 1.6.1. Metal or aluminum siding as a primary building material;
 - 1.6.2. Unfinished concrete block, concrete tilt slab, or block siding; and
 - 1.6.3. Vinyl siding. However, fascia, soffits, and other trim materials may be vinyl.
- 1.7. Front entry garage doors shall not exceed 55 percent of the building width.
- 1.8. Entries shall be located at the front of the building and connected to a paved driveway or sidewalk by a clearly delineated pedestrian walkway.
- 1.9. Entries for single-family homes shall be covered by a roof measuring not less than three feet in depth.

- 1.10. Front home elevations shall not have large expanses of blank walls. This elevation shall be broken up by features such as windows, doors, window reveals, offsets, balconies, projections, recessed or covered entrances, porches or similar elements that comprise not less than 15 percent of the street-facing wall.

All homes will be designed with garages that will allow for the parking of one vehicle and driveways that are 18 ft wide and 31.5 ft long (from back of curb) that are sufficient in width and length for the parking of two vehicles while not impeding the sidewalk, for a total of 3 vehicles per unit.

A Homeowner's Association will be created for the entire community to provide for the operations, maintenance, and repairs of the amenities, sidewalks, and other assets turned over to the HOA. In addition to the normal operation and maintenance responsibilities, landscaping and lawn maintenance will also be provided by the HOA. Due to the size, layout, and close proximity of the houses in the neighborhood, this will ensure that uniform landscaping and lawn maintenance is the same throughout.

Community Recreational Facilities

The development amenities will be designed to provide a variety of recreational opportunities to the residents of the development. These facilities will be located at various locations throughout the development and will consist of:

- 1) Grass Play Field
- 2) Walking Trail
- 3) Park space with benches and picnic tables
- 4) Preserved public spaces and passive recreation spaces throughout
- 5) Shade structure or shelter

Provisions for the proposed development standards are summarized in the Table 1-1.

	Detached Single-Family
Lot Size	3,456 SF minimum
Width	36'
Depth	96' minimum
Height (Maximum)	35'
Setbacks (Minimum)	
Front	15'
Side (interior)	7.5'
Side (street)	15'
Rear	25'

*Net Density (maximum) 4.0 units/acre

Buffers will be provided around the entire perimeter of the property and will vary from 20' to 30'. Undisturbed preserved wetlands will provide significantly larger buffers in several locations around the perimeter. A 25' buffer will be provided along the rail road. All buffers regardless of size will remain undisturbed. Areas of buffers without existing vegetation or along the west property line with the church adjacent to the entrance road shall plant a minimum of 3 – 2" caliper canopy trees, 6 – 2" caliper evergreen understory trees and 10 – 3-gallon evergreen shrubs per 100' l.f. of buffer. It is encouraged that any buffer that is planted is done in a natural manner versus regularly spaced, uniform plantings. The intent of the buffers is to visually soften the view from the adjacent properties/roads and is not to completely block views.

D) Exceptions requested

In order to allow for the development of the plan as shown on the PD master plan the following exceptions to the subdivision regulations are requested:

- Subdivision Regulations Sec.7.3.1 Blocks. To be amended to allow block lengths up to 2,800 L.F. measured from center line to center line. No road stub outs to undeveloped property are available, no secondary entrance is available, and the width of the

H) Open Space, Walks, and Common Areas

Community Recreation Facilities:

Recreational facilities and common areas will be owned and maintained by the developers until dedicated to a Homeowner Association

Parks:

All parks, open spaces, amenities, and wetlands will be accessible to the residents of Goshen Church tract for recreational purposes. In addition, public spaces and passive recreation areas are scattered throughout the community for use by its residents.

Any trails or paths located within the development, not located within a public right-of-way shall be located within an access easement. Any neighborhood parks and trails will be owned and maintained by the developer until such time as these amenities are dedicated to a Homeowners Association. Large wetland acreages outside the permitted development area and provided buffer are to be preserved and used to provide additional natural buffer and green space. These areas will also be owned and maintained by the developer until such times as these areas are dedicated to a Homeowners Association.

Lakes:

Lakes will be located as an amenity to the community and to manage stormwater runoff. Stormwater will generally be collected into common detention areas, creating open water features and allowing for the settling of pollutants. Lakes shall be owned and maintained by the developer until such time as these amenities are dedicated to the Homeowners Association.

Table 1-4 provides a summary of open space in Goshen Church tract.

<i>Table 1-4: Open Space Summary</i>		
	Acres	Percentage of Site
Pond	3.00	10.13
Preserved Wetland	4.48	15.13
Buffers/Greenspace	5.67	19.19
Open Space	4.57	15.43
TOTAL	17.72	59.88

*Open space required is 15% net useable area (3.77 acres required)

**Open space provided is 4.57 acres/25.12 useable acres = 18.19% provided

- property doesn't allow conventional block layout.
- Zoning Ordinance Sec.3.38.9 Freestanding sign size limits shall be defined as described herein.
 - Minimum road centerline radius to be 100'.

E) Percentage of Land Uses

Table 1-2 indicates the approximate acreages of land uses planned for Goshen Church tract. Ranges of size are indicated to accommodate for flexibility in refinement of the final engineered site development plan. At no time shall the common open space fall below 15% of the net usable acreage with a minimum of 50% of that area being in buildable/usable area.

<i>Table 1-2: Land Uses</i>		
	Acres	Percentage of Site
Detached Single-Family	8.00	27.02
Wetland	4.48	15.13
Stormwater Pond/Lake	3.00	10.13
Right-of-Way Dedication	3.88	13.10
Buffers/Greenspace	5.67	19.19
Open space	4.57	15.43
TOTAL	29.60	100.00

F) Dwelling Units

Table 1-3 summarizes the areas of the Goshen Church tract. Gross density refers to the number of units divided by the total land area. Net density equals the number of units divided by the developable/useable site area.

<i>Table 1-3: Dwelling Unit Summary</i>				
Number of Units	Total	Useable	Gross Density	Net Density
90	29.60	25.12	3.04 units/acre	3.58 units/acre

*Max net density requested is 4.00 units per acre

**Net density of 5 units/acre is allowed in R-5 zoning

G) Proposed Dedication of Public Use

Streets & Utility Easements:

All streets and utility easements will be presented to the Effingham County Board of Commissioners for acceptance as public streets and easements. Roads will be within a 60' right of way and constructed to the County's local street standards with curb and gutter, sidewalks, and street lights. Sidewalks located within the right-of-way will be dedicated to the Home Owners Association.

***50% or more of open space area is buildable.

I) Utilities

Water and sewer will be provided by Effingham County. Water, sewer, reuse lines, and sewer pump station will be installed by the developer and dedicated to Effingham County upon acceptance by the Board of Commissioners or designee. A 15' utility easement will be provided across the frontage of all lots. Stormwater management will be handled through a series of detention ponds. All plans will be reviewed and approved by the Effingham County Engineer prior to construction and will meet or exceed the requirements of Effingham County.

J) Access and Parking

The overall street network of Goshen Church tract is designed to provide options for both vehicular and pedestrian access. The street network enhances mobility and provides for more efficient delivery of services to the community. Through the placement of sidewalks throughout the community, residents are encouraged to walk or ride a bike to visit the neighbors, to access community recreation areas, or simply for exercise. Depending on the size/use of the community amenity areas, accommodations for additional parking beyond those provided on each lot may be provided. Streets that are in front of amenity areas and mail kiosks may be widened enough to provide on street parking directly adjacent to the amenity or mail kiosk. As off-street parking has been provided on each lot and in several areas throughout the project, a prohibition for on street parking in undesignated areas will be incorporated into the covenants for the project.

The property shall be accessed primarily by one ingress/egress point on Goshen Road. This access shall meet the minimum standards of a 60' right of way for a local street. The road design will be subject to a traffic impact analysis (TIA) and conformance with the access management and encroachment regulations for Effingham County Roads. A secondary access point was investigated, but no additional land is available for development or is cut off by the rail road. The property is also narrow where it abuts Goshen Road; therefore, no secondary access point is available.

K) Signage

It is anticipated that the development will include signs at the access point along Goshen Road. Free standing monument signage shall be allowed in the locations as shown on the PD master plan. The PD reserves the right to propose standards that may deviate from the typical zoning standards for signage so long as all building code issues are addressed. Such deviations may be approved at staff level. Should staff not agree, the matter may be brought to the planning board and county commission appeal.

The following standards shall apply:

- 8 foot height x width determined by individual project constraints.
- Colors and materials to be determined by the developer.

- Letter size and style to be determined by the developer.
- Allowable sign area shall be 50 square feet per face
- Height shall be measure from elevation of adjacent roadway pavement or adjacent grade to sign, whichever is higher.

L) Schedule

It is the developer's intent to have started construction on the roadways, storm drainage, water system, and sewer system during the first quarter of 2024. It is planned to have the development proceed in 2 or 3 phases. The engineering and permitting for site development will be done all at once. As the development infrastructure is constructed, each phase will be platted and homes constructed. Based upon current market conditions, subsequent phases are expected to begin approximately 12 months following the previous phase. This development schedule may be modified based on market conditions, unforeseen delays in constructions schedules, or other factors outside the control of the developer.

M) Installation of Improvements

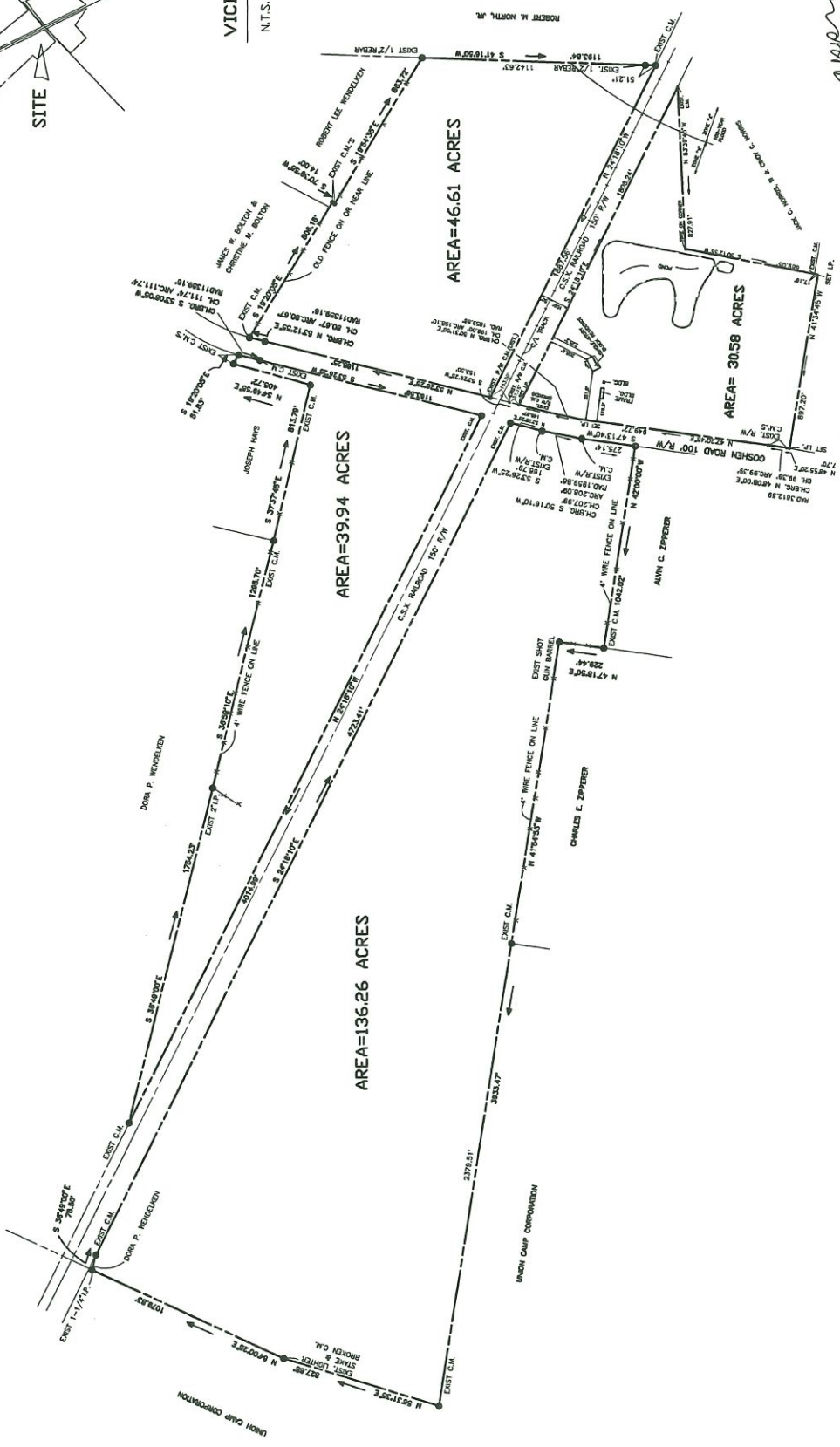
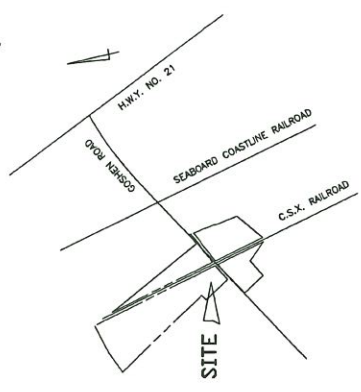
The developer ensures that the installation of improvements indicated in this Development Text will be completed in timely manner. The sanitary sewer pump station and force main will be installed during phase 1 with all other infrastructure being installed for each phase as outlined in the schedule outlined in section L. The amenity areas will begin construction prior to the beginning of the second phase.

Item XV. 15.



Sketches

Filed for Record
 Book A 397 page D
 Date 11/3/1947



Approved for Recording
 10/30/47
J. J. Lamin

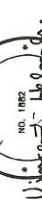
RONALD HECK & NANCY HECK

PLAT OF A PORTION OF THE WILLIAM EDWARD
 SICKEL TRACT AT COLDBROOK STATION, 9th. GM. DISTRICT,
 EFFINGHAM COUNTY, GEORGIA

SURVEYED FOR: **MARILYN SMITH**

JOB NO: 97-88

SCALE: 1"=400'



ERROR OF CLOSURE:
 PER ANG. PT. 1" = 3"
 ADJUSTED BY: COMPASS METHOD
 EQUIPMENT: SINGLE TRIANGULAR
 SINGLE TRIANGULAR

NOTE:
 ACCORDING TO THE FLOOD INSURANCE RATE MAP
 DATED MARCH 18, 1937 A PORTION OF THE
 PROPERTY IS WITHIN THE 100-YEAR
 FLOOD ZONE.

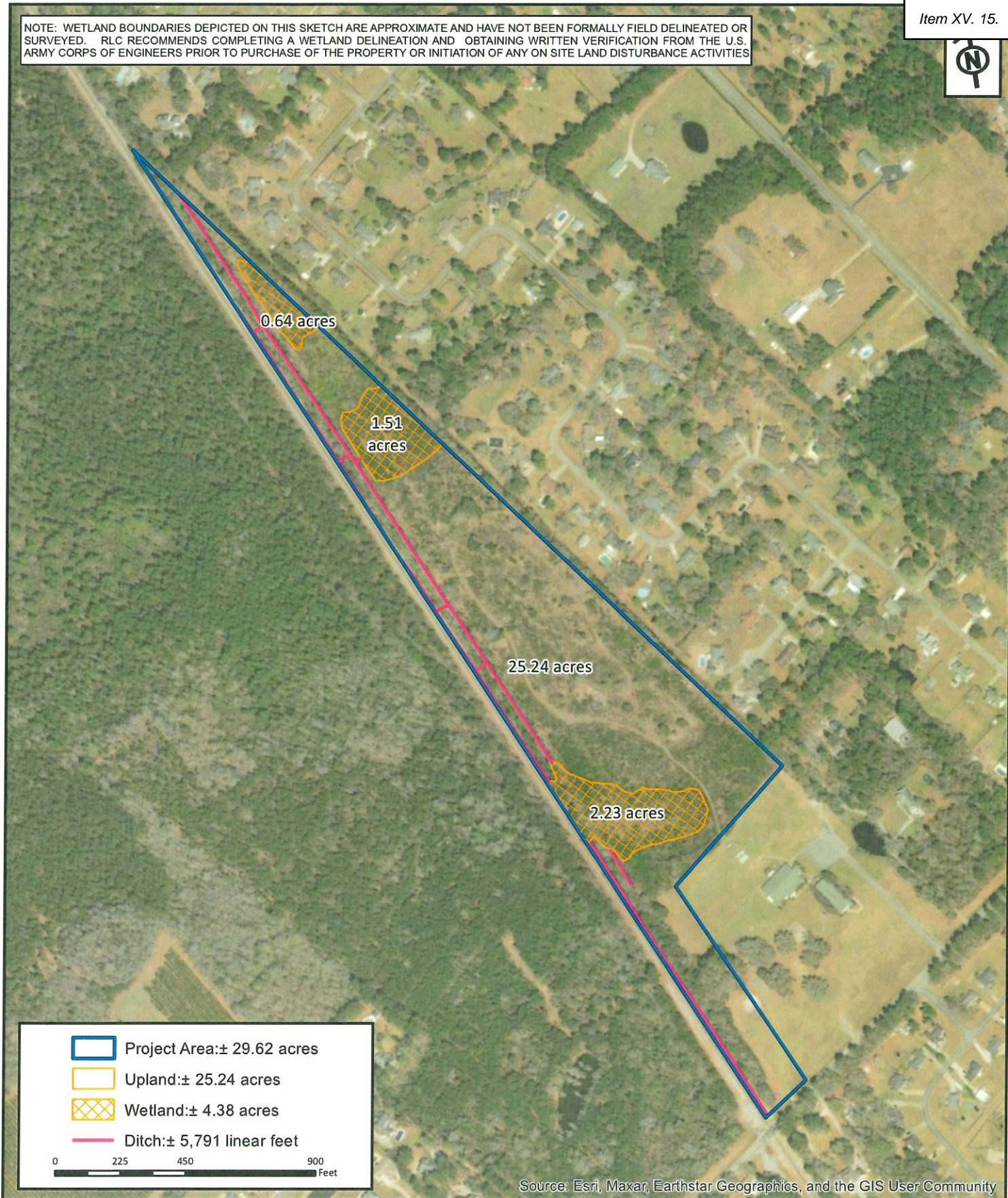
- REFERENCES:
1. D.B. 122 PAGE 199
 2. SURVEYORS BK. 1 PAGE 330
 3. D.B. 351 PAGE 295
 4. P.B. 5 PAGE 185
 5. P.B. 8 PAGE 160
 6. D.B. 164 PAGE 600
 7. P.B. 5 PAGE 135

UP A 22281 ACRE
 IN THE WILLIAM
 SICKEL TRACT
 AUG. 23, 1983
 BY HELMLY &
 INC.

DATE: AUGUST

VINCENT HELMLY
 119 BURTON ROAD
 SAVANNAH, GEORGIA 31405

NOTE: WETLAND BOUNDARIES DEPICTED ON THIS SKETCH ARE APPROXIMATE AND HAVE NOT BEEN FORMALLY FIELD DELINEATED OR SURVEYED. RLC RECOMMENDS COMPLETING A WETLAND DELINEATION AND OBTAINING WRITTEN VERIFICATION FROM THE U.S. ARMY CORPS OF ENGINEERS PRIOR TO PURCHASE OF THE PROPERTY OR INITIATION OF ANY ON SITE LAND DISTURBANCE ACTIVITIES



	Project Area:± 29.62 acres
	Upland:± 25.24 acres
	Wetland:± 4.38 acres
	Ditch:± 5,791 linear feet

0 225 450 900 Feet

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

RLC Project No.:	22-193
Figure No.:	1
Prepared By:	BS
Sketch Date:	1/9/2023
Map Scale :	1 inch = 450 feet

Grace Community Church Tract
Effingham County, Georgia

Preliminary Wetland Assessment

RLC
RESOURCE+LAND CONSULTANTS
41 Park of Commerce Way Suwanee, Georgia 31405 912.443.5896 www.rlcinc.com

930



HOMES OF INTEGRITY
 ROBERTSON-22
 P.O. BOX 3097
 RICHMOND HILL, GEORGIA 31324

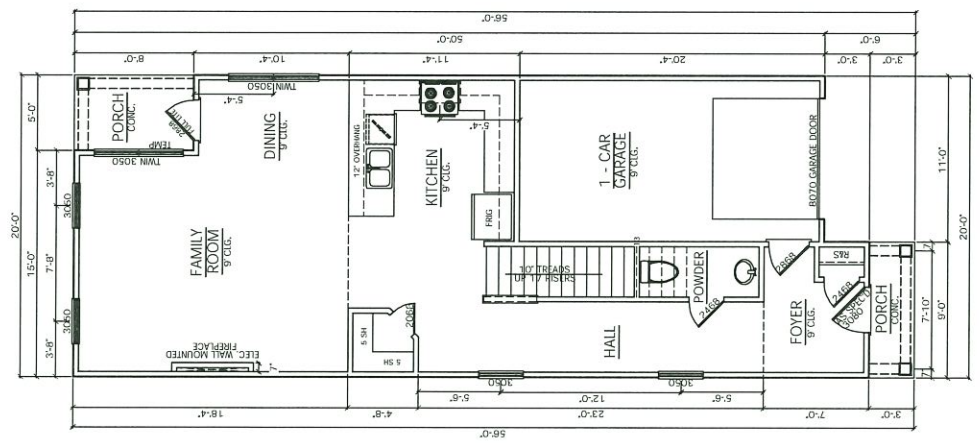
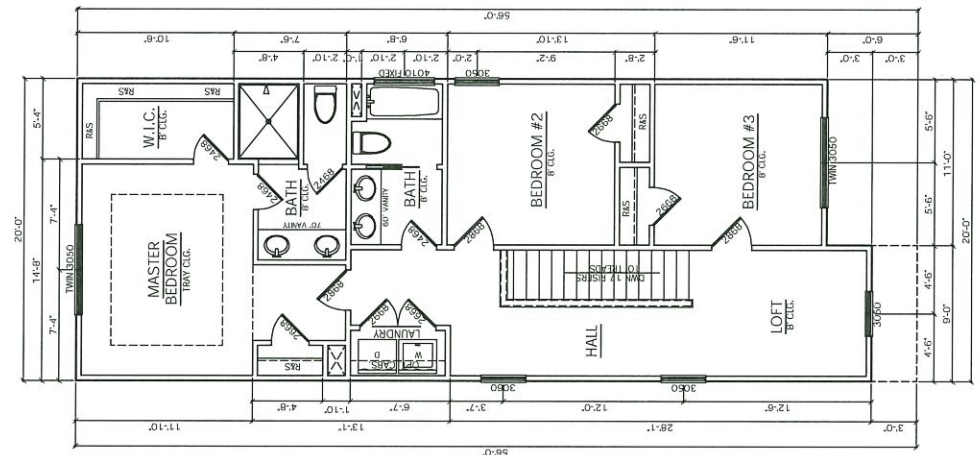
Floor Plans
 PROJECT NUMBER: _____
 DATE: 2-7-22
 DRAWN BY: JF
 CHECKED BY: JDI
 A-2A

AREA CALCULATIONS:

FIRST FLOOR HEATED AREA	907 SF
SECOND FLOOR HEATED AREA	844 SF
TOTAL HEATED AREA	1,749 SF
GARAGE	1,000 SF
FRONT PORCH	100 SF
REAR PORCH - STORAGE	132 SF
TOTAL PAVED UNDER ROOF	1,264 SF

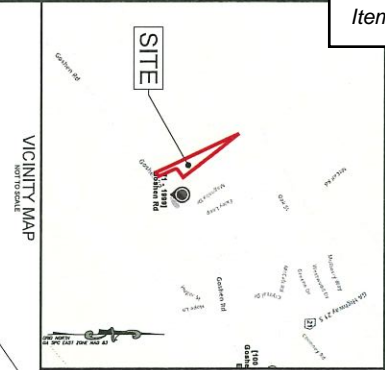
WALL LEGEND
 2x4 WALL
 2x6 WALL
 *VERIFY WALL SIZE & DIMENSIONS BY BUILDER & ENGINEER

- GENERAL NOTES:
- ALL CONSTRUCTION MUST COMPLY WITH THE 2018 IRC.
 - ALL ELECTRICAL INSTALLATIONS MUST COMPLY WITH THE NATIONAL ELECTRICAL CODE EDITION AND STATE OF GEORGIA AMENDMENTS.
 - ALL PLUMBING INSTALLATIONS MUST COMPLY WITH THE 2018 INTERNATIONAL PLUMBING CODE EDITION AND STATE OF GEORGIA AMENDMENTS.
 - ALL MECHANICAL MUST COMPLY WITH THE INTERNATIONAL MECHANICAL CODE EDITION AND STATE OF GEORGIA AMENDMENTS.
 - CONSTRUCTION DRAWINGS ILLUSTRATE GENERIC OPTIONS AS OFFERED BY THE HOME BUILDER.
 - REFER TO THE MOST CURRENTLY DATED SELECTION PACKAGE FOR MORE INFORMATION, INCLUDING INTERIOR AND EXTERIOR FINISHES, TRIM OPTIONS, DOOR HARDWARE, ETC.
 - PROVIDE ANCHORS FOR COLUMNS AS REQUIRED. PROVIDE POST CLEATS FOR PORCH POSTS AS REQUIRED.
 - ALL OVERHANGS SHALL BE 12" UNLESS NOTED OTHERWISE.
 - ROOF OVERHANGS SHALL BE 12" UNLESS NOTED OTHERWISE.
 - PROVIDE FOOTINGS AND SUPPORT FOR STEPS TO GRADE AS REQUIRED (IF APPLICABLE).
 - ALL WINDOW HEADER HEIGHTS SHALL BE 6'-8" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
 - BRICK VENEER SHALL INCLUDE SOLDER HEADERS AND ROWLOCK SILL AT EACH OPENING.
 - ALL INSULATIONS MUST COMPLY WITH THE GEORGIA STATE ENERGY CODE AND STATE OF GEORGIA AMENDMENTS
 - SPRAY FOAM HOUSE WILL ONLY HAVE 100 SQUARE FEET OF DECKING FOR STORAGE AND MECHANICAL.
 - THE CEILING OF THE GARAGE SHALL BE MINIMUM 5/8 INCH TYPE X 20 POUND GYPSUM BOARD WHILE THE UNFINISHED SPACES ARE LOCATED BY FINING ALL OPENINGS AROUND THE PERIMETER WITH APPROVED MATERIALS TO RESIST THE FREE PASSAGE OF FLAME AND SMOKE.

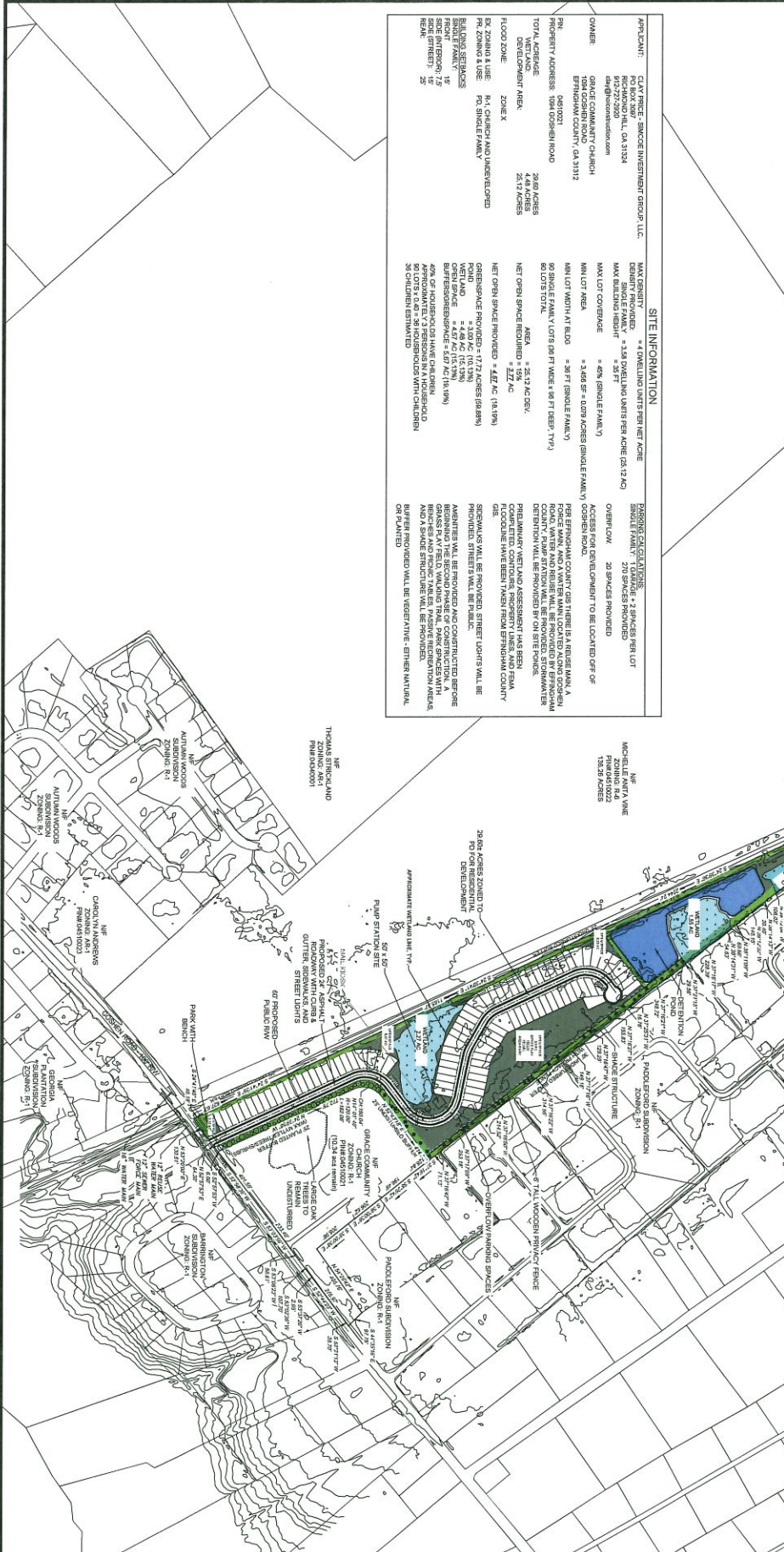


..... HOMES OF INTEGRITY CHECKS AND APPROVES FOR CONSTRUCTION FROM THESE PLANS, BUT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Item XV. 15.



SITE INFORMATION	
APPLICANT: LVM PRICE SIMCOE INVESTMENT GROUP, LLC	MAX DENSITY: 20 SPACES PER LOT
PROJECT: GOSHEN CHURCH TRACT	MAX SINGLE-FAMILY: 4.38 DWELLING UNITS PER ACRE (25.12 AC)
ADDRESS: 1096 GOSHEN ROAD, EFFINGHAM COUNTY, GA 31122	MAX BUILDING HEIGHT: 35 FT
OWNER: GRACE COMMUNITY CHURCH	MAX LOT COVERAGE: 65% (SINGLE-FAMILY)
DEVELOPMENT NUMBER: 28	MIN LOT AREA: 3,967 SQ FT (90.9 ACRES) (SINGLE-FAMILY)
PROPERTY ADDRESS: 1096 GOSHEN ROAD	MIN LOT WIDTH AT BLDO: 38 FT (SINGLE-FAMILY)
DEVELOPMENT TYPE: RESIDENTIAL	80 LOT TOTAL
FLOOR ZONE: ZONE X	AREA: 25.12 AC DEV.
EX. ZONING & USE: R-1, CHURCH AND UNDEVELOPED	NET OPEN SPACE REQUIRED: 4.67 AC (10.59%)
RELATIVE TO: PD SINGLE-FAMILY	NET OPEN SPACE PROVIDED: 7.73 AC (19.2%)
REAR SETBACK: 25	NET OPEN SPACE PROVIDED: 4.67 AC (10.59%)
FRONT SETBACK: 25	NET OPEN SPACE PROVIDED: 4.67 AC (10.59%)
LEFT SETBACK: 25	NET OPEN SPACE PROVIDED: 4.67 AC (10.59%)
RIGHT SETBACK: 25	NET OPEN SPACE PROVIDED: 4.67 AC (10.59%)
REAR SETBACK: 25	NET OPEN SPACE PROVIDED: 4.67 AC (10.59%)
FRONT SETBACK: 25	NET OPEN SPACE PROVIDED: 4.67 AC (10.59%)
LEFT SETBACK: 25	NET OPEN SPACE PROVIDED: 4.67 AC (10.59%)
RIGHT SETBACK: 25	NET OPEN SPACE PROVIDED: 4.67 AC (10.59%)

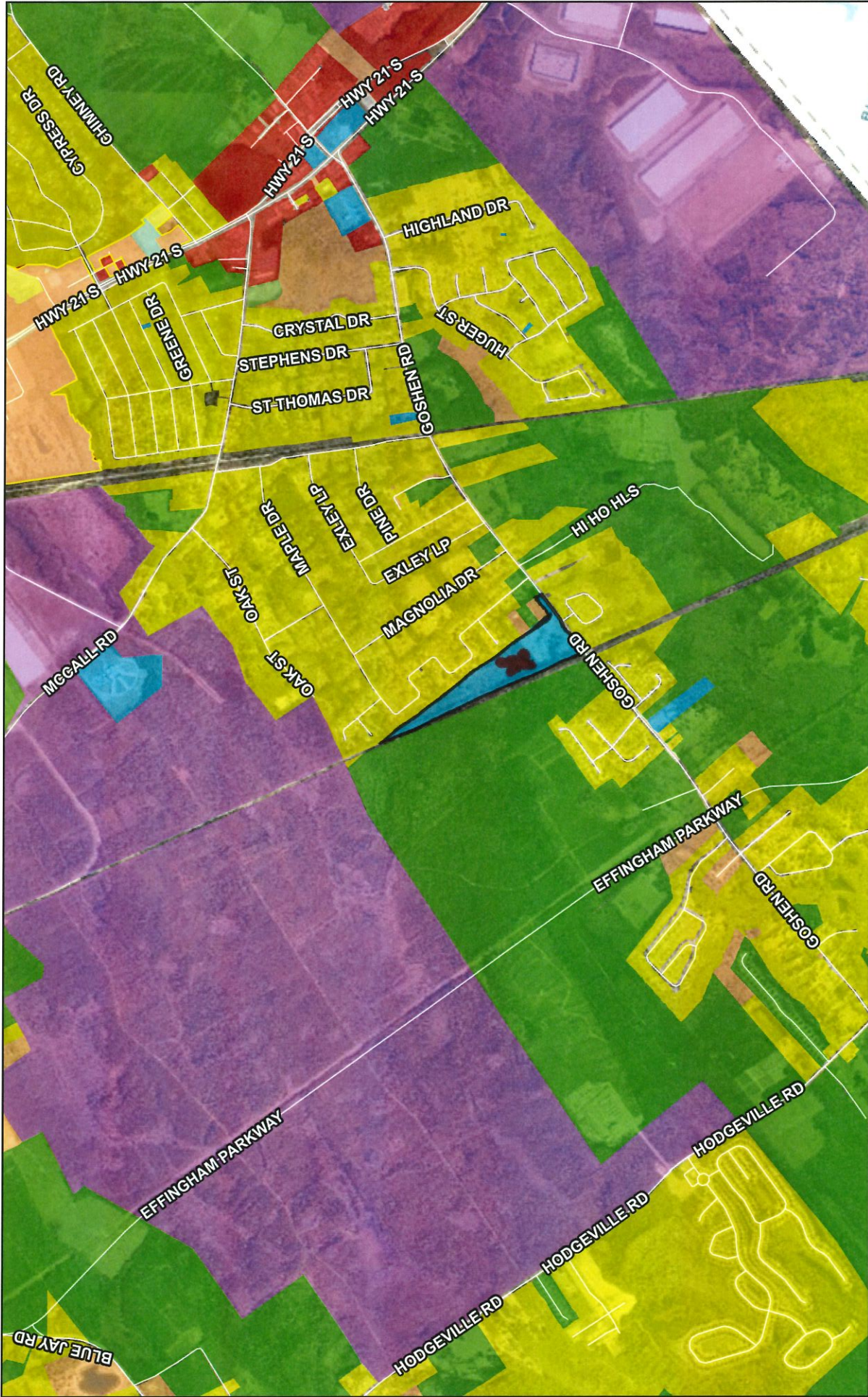


<p>PROJECT NO. 23207</p> <p>DRAWN BY: CFM</p> <p>DESIGNED BY: AEM</p> <p>CHECKED BY: AEM</p> <p>SIGNED DATE: 05/01/2023</p> <p>DATE: 05/01/2023</p>		<p>MASTER PLAN</p> <p>GOSHEN CHURCH TRACT</p> <p>PD - RESIDENTIAL SUBDIVISION - 29.6 ACRES</p> <p>EFFINGHAM COUNTY, GA</p> <p>Prepared for:</p> <p>SIMCOE INVESTMENT GROUP, LLC.</p>		<p>EMC ENGINEERING SERVICES, INC.</p> <p>27 Chatham Center South, Suite A Savannah, GA 31405 Ph: (912) 233-6533 Fax: (912) 233-6560 savannah@emc-eng.com www.emc-eng.com</p> <p>ENVIRONMENTAL</p> <p>ALBANY - ATLANTA - AUGUSTA - BRUNSWICK - COLUMBIA SAVANNAH - STATESBORO - THOMASTON - GREENVILLE, SC</p>		<p>NO. REVISION DESCRIPTION DATE</p> <table border="1"> <tr><td>0001</td><td>0000</td><td>0000</td></tr> <tr><td>0002</td><td>0000</td><td>0000</td></tr> <tr><td>0003</td><td>0000</td><td>0000</td></tr> <tr><td>0004</td><td>0000</td><td>0000</td></tr> <tr><td>0005</td><td>0000</td><td>0000</td></tr> <tr><td>0006</td><td>0000</td><td>0000</td></tr> <tr><td>0007</td><td>0000</td><td>0000</td></tr> <tr><td>0008</td><td>0000</td><td>0000</td></tr> <tr><td>0009</td><td>0000</td><td>0000</td></tr> <tr><td>0010</td><td>0000</td><td>0000</td></tr> </table>		0001	0000	0000	0002	0000	0000	0003	0000	0000	0004	0000	0000	0005	0000	0000	0006	0000	0000	0007	0000	0000	0008	0000	0000	0009	0000	0000	0010	0000	0000
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1094 Goshen Road



1094 Goshen Road



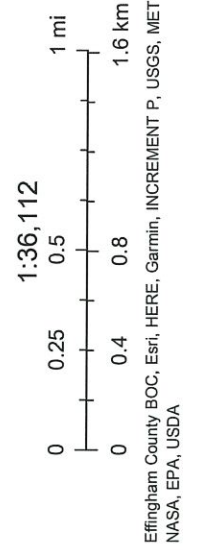
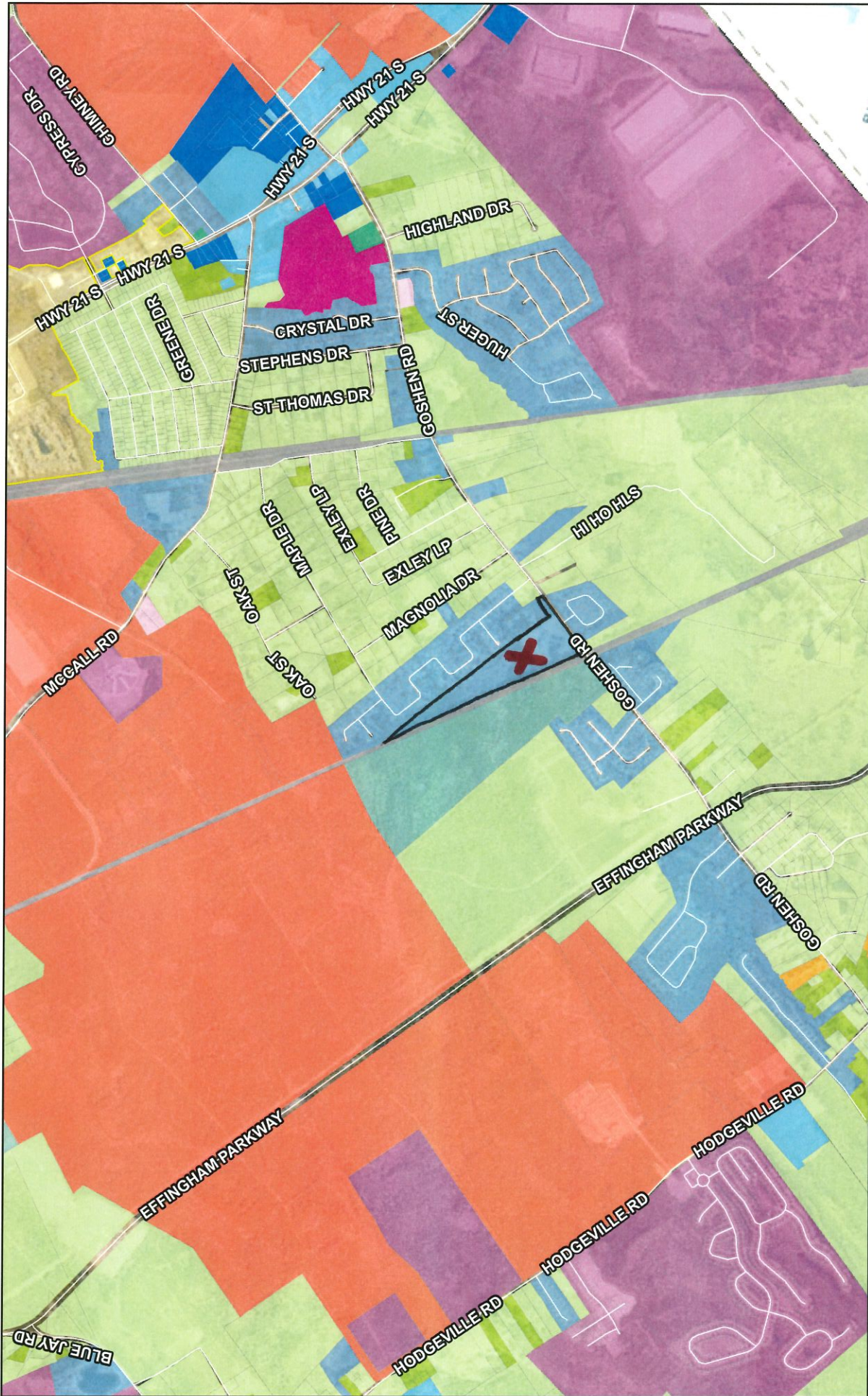
Item XV. 15.

1:36,112
 0 0.25 0.5 0.8 1.6 km
 0 0.25 0.5 1 mi
 Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, METI, NASA, EPA, USDA

- 5/4/2023
- Future Land Use - Plan Date 10/1/2019
- Municipal Boundaries
- Tax Parcel Labels
- Roads
- Agriculture
- Industrial
- Public/Institutional
- Conservation/Recreation
- Residential
- Transportation/Utilities
- Undeveloped

1094 Goshen Road

Item XV. 15.



5/4/2023

	Municipal Boundaries		R-1		R-4		B-2		PD
	AR-1		R-2		R-6		B-3		Other
	AR-2		R-3		B-1		I-1		
	Roads								

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 **Simcoe Investment Group, LLC as Agent for Grace Community Church of Effingham County, Georgia, Inc. – (Map # 451 Parcel # 21)** from **R-1** to **PD** zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- 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?
- 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?

JKS, 6/13/23.

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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APPROVAL _____

DISAPPROVAL X

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DB

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EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **Simcoe Investment Group, LLC as Agent for Grace Community Church of Effingham County, Georgia, Inc. – (Map # 451 Parcel # 21)** from **R-1** to **PD** zoning.

AZ

- 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

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL X

Of the rezoning request by applicant **Simcoe Investment Group, LLC as Agent for Grace Community Church of Effingham County, Georgia, Inc. – (Map # 451 Parcel # 21)** from **R-1** to **PD** 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? 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 PEH

Of the rezoning request by applicant **Simcoe Investment Group, LLC as Agent for Grace Community Church of Effingham County, Georgia, Inc. – (Map # 451 Parcel # 21)** from R-1 to PD zoning.

- Yes ~~No~~ ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes ~~No~~ ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes ~~No~~ ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes ~~No~~ ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
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- 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?

PEH

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Simcoe Investments Group, LLC** requests to **rezone** 29.60 of 39.94 acres from **R-1** to **PD-R**, to allow for a residential development. Located at 1094 Goshen Road. **(Second District) [Map# 451 Parcel# 21]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 29.60 of 39.94 acres from **R-1** to **PD-R**, to allow for a residential development, with conditions.

Executive Summary/Background

- The request for rezoning to the PD-R zoning district is found in Appendix C, Article V-Uses Permitted in Districts, Section 15.
- The applicant wishes to develop a 90 unit, single family residential community. Lot and unit details include:
 - The proposed building setbacks are compatible with the R-5 zoning district.
 - Lot sizes are considerably narrower in comparison with R-5 zoning:
 - Total lot size: 3,456 square feet (R-5 is 6,600 square feet [.15 acres])
 - Total lot width: 36' (R-5 is 50')
 - To mitigate the narrowness of the lots, the applicant proposes home models that are two-story and approximately 20' wide.
 - Density is 3.58 units per useable acre (R-5 allows a maximum of 5 units per useable acre).
- Water and sewer will be provided by Effingham County. There is a single access point planned to/from Goshen Road.
- The applicant is requesting the following exemptions:
 - Block Length
 - The physical characteristics of the property, and surrounding uses, eliminate the opportunity for conventional block layout, “stub outs”, or secondary access points.
 - Free standing sign size
 - Signs of 8' width are to be submitted for individual approval. If deviation is such that staff cannot approve the proposed sign, the matter will be brought before the Board of Commissioners for approval.
 - The minimum road centerline radius is requested to be 100'.
 - The applicant will also require exemption from 5.15.1.2 requirement that “the site must have a minimum width, between any two opposite boundary lines, of 300 linear feet.
 - The narrowest portions of the property are shown to be reserved for ponds.
- At the 6/13/2023 Planning Board meeting, multiple surrounding residents spoke to voice opposition. Their concerns included:
 - The impact of an additional development to current traffic concerns
 - Destruction of natural surroundings
 - Diminishments to current character of the area
 - Proposed ponds causing mosquito problems
- During Board discussing, concerns were raised regarding:
 - Frontage aesthetics
 - Location of density
 - Density and lot size
 - Increase of traffic

- The ability of adequate off street parking to accommodate density
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to deny.
- The motion was seconded by Peter Higgins and carried unanimously.

Alternatives

1. Approve the request to **rezone** 29.60 of 39.94 acres from **R-1** to **PD-R** with the following conditions:

1. A sketch plan shall be reviewed by staff, and approved by the Board of Commissioners independent of the approved master plan and concept.

2. Deny the request to **rezone** 29.60 of 39.94 acres from **R-1** to **PD-R**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
451-21

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
451-21

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, SIMCOE INVESTMENT GROUP, LLC has filed an application to rezone twenty-nine and sixty thousandths (29.60) +/- acres; from R-1 to PD-R to allow for a multi-family residential development; map and parcel number 451-21, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT twenty-nine and sixty thousandths (29.60) +/- acres; map and parcel number 451-21, located in the 2nd commissioner district is rezoned from R-1 to PD-R, with the following condition:

1. A sketch plan shall be reviewed by staff, and approved by the Board of Commissioners independent of the approved master plan and concept.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (First & Fourth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **T&D Enterprises** as Agent for **Clayton Morgan** requests to **rezone** 18 of 131.90 acres from **AR-1** to **PD-MR**, to allow for a surface mine. Located at Lowground Road & Midland Road. **(First & Fourth District) [Map# 350 Parcel# 18]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 18 of 131.90 acres from **AR-1** to **PD-MR**, to allow for a surface mine, with conditions.

Executive Summary/Background

- The regulations governing the PD-MR zoning district, for surface mine operations over 10 acres is found in **Part II – Official Code, Appendix C – Zoning Districts, Article V – Uses Permitted in Districts, Section – 5.15.7.9 Mining and reclamation (PD-MR)** in the Effingham County Code of Ordinances.
- The applicant proposes to expand a pre-existing surface mine site by 18 acres.
- Staff has met with the applicant and established the following policies for this project:
 - Access will be via Lowground Road.
 - A traffic impact study will not be required.
 - Hours of operation will be 7:00 AM to 5:00 PM
- At the 6/13/2023 Planning Board meeting, Ryan Thompson made a motion to approve, with the following conditions:
 - Access shall be restricted to Lowground Road.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 18 of 131.90 acres from **AR-1** to **PD-MR**, with the following condition:
1. Access shall be restricted to Lowground Road.
2. **Deny** the request to **rezone** 18 of 131.90 acres from **AR-1** to **PD-MR**.

Recommended Alternative: 1**Other Alternatives: 2****Department Review:** Development Services**FUNDING:** N/A

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

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: _____

Applicant/Agent: T & D ENTERPRISES - TIM WEREDYK

Applicant Email Address: TWEREDYK@GMAIL.COM

Phone # 912-667-8891

Applicant Mailing Address: 1049 LOWGROUND RD

City: GUYTON State: GA Zip Code: 31312

Property Owner, if different from above: CLAYTON MORGAN

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: 2282 MIDLAND RD

City: GUYTON State: GA Zip Code: 31312

Property Location: LOWGROUND RD & MIDLAND RD

Proposed Road Access: LOWGROUND RD

Present Zoning of Property: AR-1 Proposed Zoning: PD-MR

Tax Map-Parcel # 03500018 Total Acres: 131.90 Acres to be Rezoned: 18.00

Lot Characteristics: UNDEVELOPED WOODLANDS WITH EXISTING POND

WATER

SEWER

____ Private Well

____ Private Septic System

____ Public Water System

____ Public Sewer System

If public, name of supplier: N/A

Justification for Rezoning Amendment: PROPOSED SURFACE MINE

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

North AR-1 South AR-1; I-1 East AR-1; I-1 West AR-1

1. Describe the current use of the property you wish to rezone.
UNDEVELOPED WOODLANDS WITH AN EXISTING POND

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.
PROPOSED SURFACE MINE

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
SURFACE MINES & UNDEVELOPED WOODLANDS

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?
EXISTING SURFACE MINES LOCATED ON ADJACENT 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:  Date 11 14 23



Surface Mine Checklist

Name of Applicant/Agent T & D ENTERPRISES (TIM WEREDYK)

Phone 912-667-8891 Email TWEREDYK@GMAIL.COM

Location of Surface Mine LOWGROUND RD & MIDLAND RD

Tax map & parcel # 03500018

Total acreage of property 131.90 Acreage to be developed 18.00

GDOT Project? YES/NO Current Zoning AR-1

Proposed Zoning Action:

-Conditional Use in AR-1 or AR-2 (1 – 10ac or GDOT project) _____

-Planned Development Mining/Reclamation (greater than 10 ac)

TRANSPORTATION & ROAD NETWORK

ROAD OWNERSHIP: CITY/COUNTY/GDOT TRAFFIC STUDY COMPLETED? YES/NO

WETLANDS DELINEATION COMPLETED? YES/NO

FLOOD ZONE: X

ADDITIONAL INFORMATION:

1. ACCESS SHALL BE OFF OF LOWGROUND RD.
2. NO TIA IS REQUIRED PER PRE-APP MEETING.
3. HOURS OF OPERATION: 8AM - 5PM (CURRENT); 7AM - 5PM (PROPOSED)
4. EXISTING PREVIOUSLY PERMITTED SURFACE MINE LOCATED ON PROPERTY.

<p>3.17.3A Requirements for approval and final inspection.</p>	
<p>For any excavation activity between one (1) acre and ten (10) acres that is approved as a conditional use in AR-1 or AR-2, and requires a state mining permit, or is a GDOT approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required.</p> <p>Excavation activities shall cease within three (3) years of DNR or GDOT approval date.</p> <p>Extension of excavation activities beyond three (3) years will require approval by the board of commissioners, after review by the planning board.</p> <p>Business operator shall maintain an annual occupation tax certificate, pursuant to Article II – Business and Occupation Tax, for a license to operate a surface mine.</p> <p>Applicant shall submit a survey of the completed excavation site to Development Services. A final inspection is required. All DNR reclamation requirements shall be met.</p>	<p>For any excavation activity greater than one (1) acre that requires a state mining permit and is permitted in PD-MR, or is a GDOT approved borrow-source or pit for a GDOT-approved project, the bond shall be submitted to DNR, if required.</p> <p>Excavation activities shall cease within five (5) years of DNR or GDOT approval date.</p> <p>Extension of excavation activities beyond five (5) years shall require approval by the board of commissioners, after review by the planning board.</p> <p>Business operator shall maintain an annual occupation tax certificate, pursuant to Article II – Business and Occupation Tax, for a license to operate a surface mine.</p> <p>Applicant shall submit a survey of the completed excavation site to Development Services. A final inspection is required. All DNR reclamation requirements shall be met.</p>
<p>3.17.4 Construction requirements.</p>	
<p>1. All projects must comply with best management practices as outlined in the "Manual for Soil and Sediment Control in Georgia" as specified in O.C.G.A. § 12-7-6.</p>	
<p>2. Side slopes of any excavated area must be constructed at a 3:1 slope (one foot in elevation change per three feet of horizontal distance) from the top of the excavation to the bottom at all times during construction and at completion of the excavation.</p>	
<p>3. All disturbed areas will have a permanent stand of grass established at completion.</p>	
<p>4. No digging and hauling activities shall take place except between the hours of 8:00 am and 5:00 pm Monday through Friday. A project of regional significance may be permitted alternative hours of operation, upon review and approval by the County Manager or his designee.</p>	
<p>5. Unless a pond/excavation is to be shared by two or more parcels it shall be located at least 50 feet from the nearest property line. Excavations shall not be nearer than 100 feet to any school, church, dwelling, or highway right-of-way. This section shall serve as the buffer requirements for surface mining operations:</p>	
<p>6. The limits of excavation of the pond shall be located at a distance from the nearest access easement or utility easements, as follows:</p> <ul style="list-style-type: none"> a. For pond depths of 10' or less, the limits of excavation of the pond shall be 20' from the nearest access easement or utility easement; and b. For every additional 5' depth of pond, the additional distance from the nearest access easement or utility easement shall be 10'. 	
<p>7. All wetland impacts must be approved by the USACE.</p>	
<p>8. The construction` entrance and roadway shall be designed and built pursuant to GSWCC Construction Exit guidance (2016 Edition). The roadway shall extend a minimum of 50 (fifty) feet into the mine site from the paved entrance.</p>	

5.15.7.9 Mining and Reclamation (PD-MR)

Characteristics and intent: It is the intent of the PD-MR district to accommodate development of commercial surface mining operations that meet the requirements of GA Rule 391-3-3 Surface Mining. The surface mine operations shall not adversely affect the ecology of the area; the use and enjoyment of surrounding properties; or the condition or safety of county roads used in connection with surface mine operations. Upon a timely conclusion of surface mine operations, the site shall be permanently reclaimed pursuant to the approved Mining Land Use Plan (MLUP), and established as a lake.

Surface mining operations shall comply with all relevant guidance from the Department of Natural Resources (DNR), including submission of the Surety Bond, Annual Status Reports, and amendments, as necessary, to the approved permit or MLUP. Maintenance of both active and inactive surface mining sites is required. Copies of all submittals shall be submitted to Development Services at the same they are submitted to DNR.

In advance of an application for a permit from DNR, the applicant shall meet with Development Services and develop a PD-MR document. The completed PD-MR document shall be submitted to Development Services, along with an application for rezoning. The application must also include a draft mining permit application and MLUP; a site plan detailing proposed buffers and berms, as needed; hours of operation; a statement granting an authorized representative of Effingham County the right of entry and travel upon affected lands; and such other information as is requested by Development Services. Following rezoning approval, the approved mining permit shall be submitted to Development Services before mining operations commence. The Annual Status Report shall be submitted each year to Development Services at the same time that it is submitted to DNR. Any approvals for permit or MLUP amendments, or changes in active status, shall be submitted to Development Services before amended mining operations proceed.

Requirements: Commercial surface mine operations are subject to section 5.12.4 Performance Standards, section 3.17.5 Surface Mine Operations—Road Maintenance Requirements, and section 74-8 Designated Truck Routes. A Traffic Impact Assessment may be required by the county engineer. Business operator shall maintain an annual occupation tax certificate, pursuant to Article II – Business and Occupation Tax, for a license to operate a surface mine. The property on which the surface mine is proposed shall have frontage on a paved road built to county or GDOT standards / designated truck route. No surface mine operators, transportation partners, customers, etc., shall damage any portion of a county road or right-of-way or cause a road to become impassable or unsafe to normal passenger traffic.



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PROJECT NO.:	22-9999
DRAWN BY:	MDM
DESIGNED BY:	MDM
SURVEYED BY:	-
SURVEY DATE:	-
CHECKED BY:	MDM
SCALE:	1" = 400'
DATE:	MARCH 2023

REZONING EXHIBIT

CLAYTON MORGAN SURFACE MINE
MIDLAND RD & LOWGROUND RD
EFFINGHAM COUNTY, GEORGIA

Prepared for:
T & D ENTERPRISES

EMC
 ENVIRONMENTAL
 ENGINEERING

ALABAMA, ATLANTA, AUGUSTA, BIRMINGHAM,
 COLUMBUS, GAINESVILLE, AND MADISONIA

EMC ENGINEERING SERVICES, INC.
 10 Chatham Center S.
 Suite 100
 Savannah, GA 31405
 Tel: (912) 252-6533
 Fax: (912) 252-4580
 Email: savannah@emceng.com
 Website: www.emceng.com



27 Chatham Center South Dr.
Suite A
Savannah, GA 31405
Phone: (912) 232-6533
Fax: (912) 233-4580
www.emc-eng.com

Effingham Board of Commissioners
804 South Laurel Street
Springfield, GA 31329

RE: CLAYTON MORGAN SURFACE MINE
Lowground Road & Midland Road (PIN 03500018)
EMC Project #23-0056

To Whom It May Concern:

The purpose of this letter is to grant an authorized representative of Effingham County the Right of Entry and travel upon the affected lands for the above referenced surface mining project.

Sincerely,

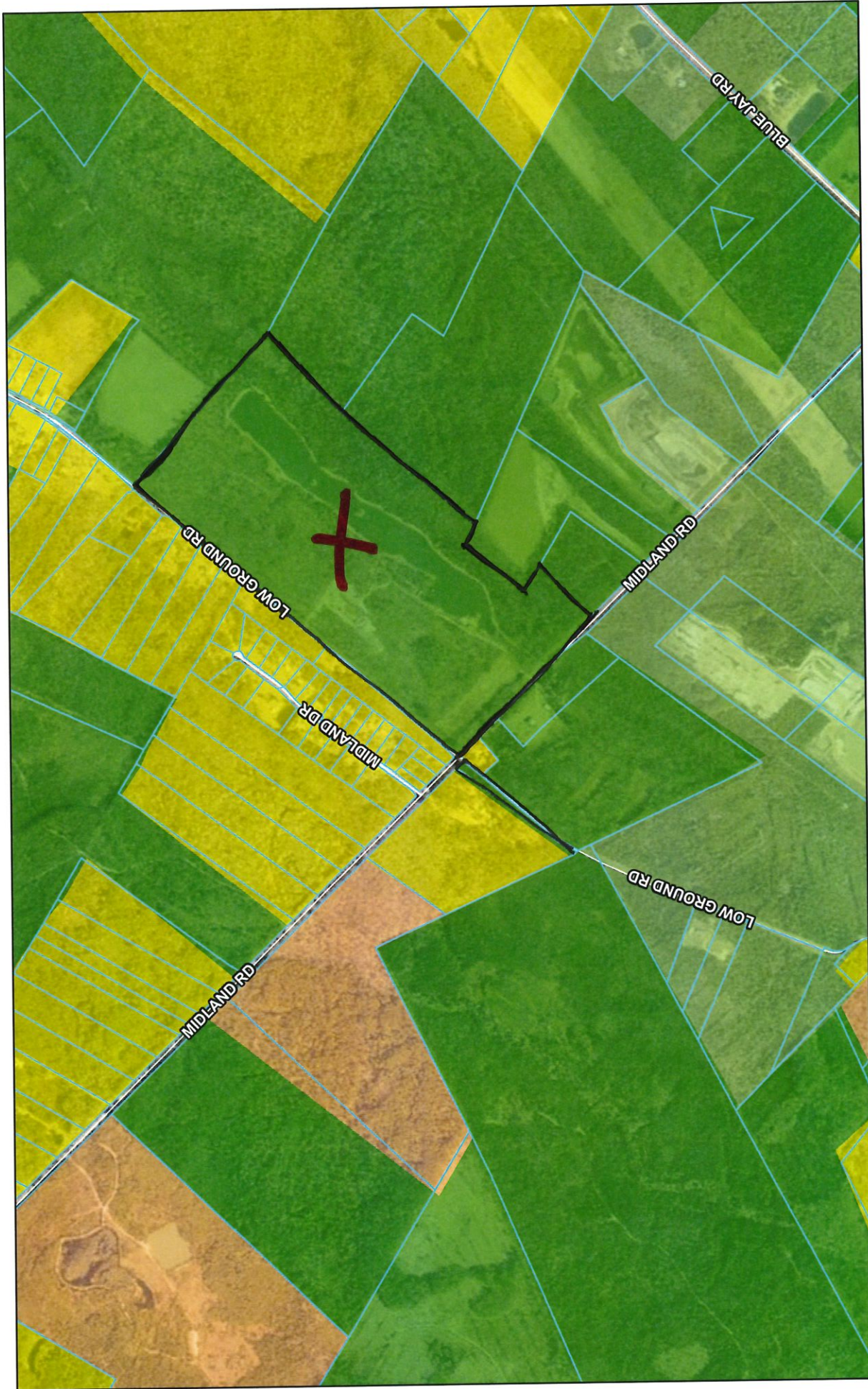
A handwritten signature in blue ink, appearing to read "M. Douglas Morgan".

M. Douglas Morgan
Sr. Associate

350-18



350-18



5/1/2023

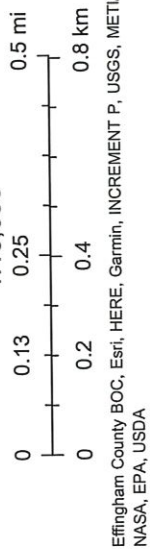
Tax Parcel Labels Future Land Use - Plan Date 10/1/2019

- Agriculture
- Residential
- Conservation/Recreation
- Transportation/Utilities
- Undeveloped

Efn_fin_cache

- Red: Band_1
- Green: Band_2

1:18,056

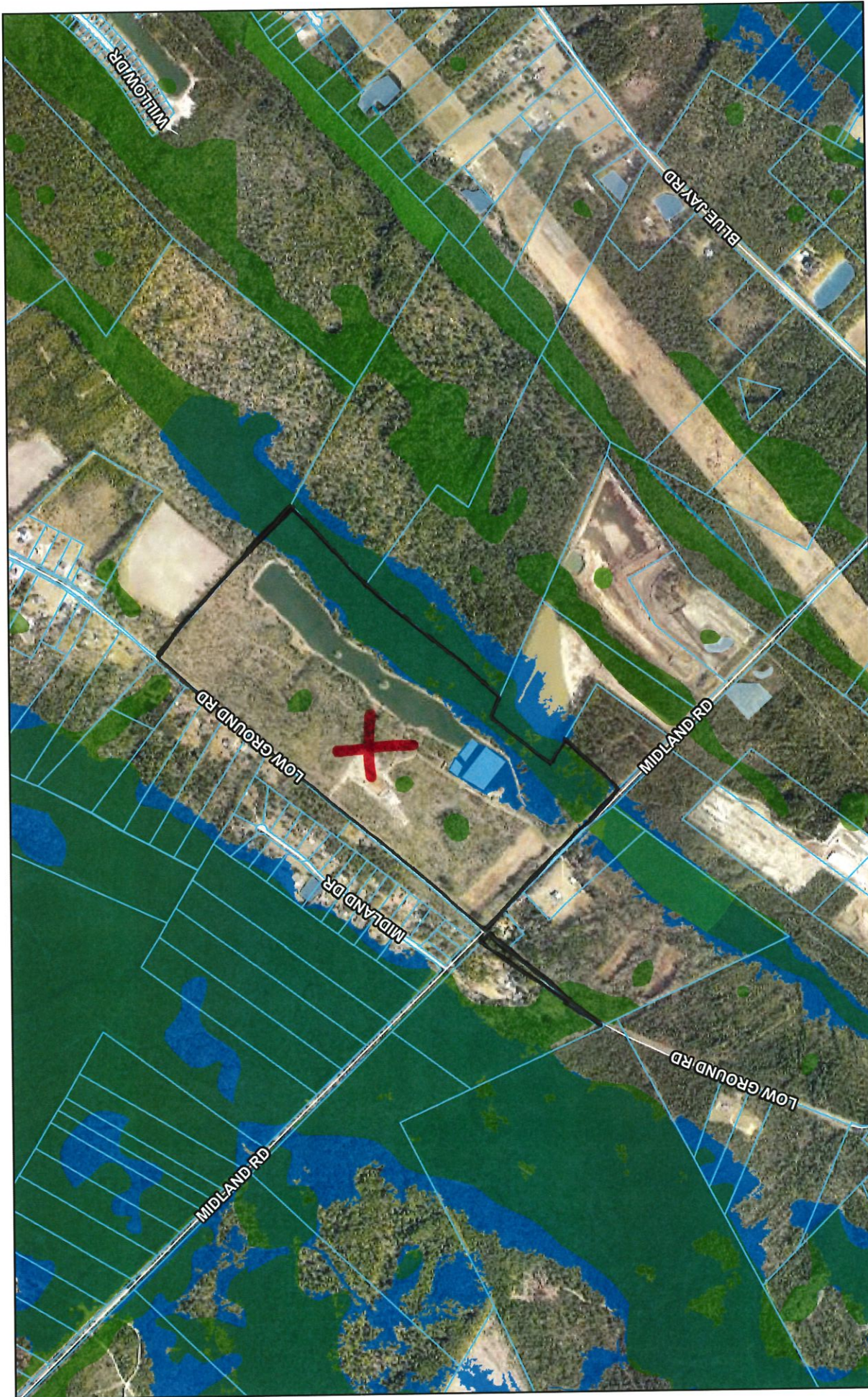


Esri, HERE, Garmin, INCREMENT P, USGS, METI/
 NASA, EPA, USDA

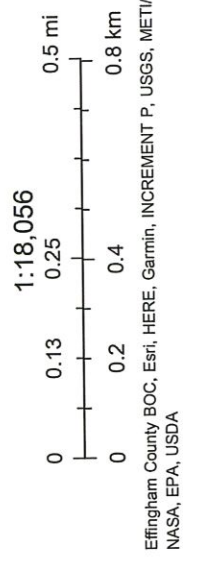
Item XV. 17.

956

350-18



1:18,056



5/1/2023

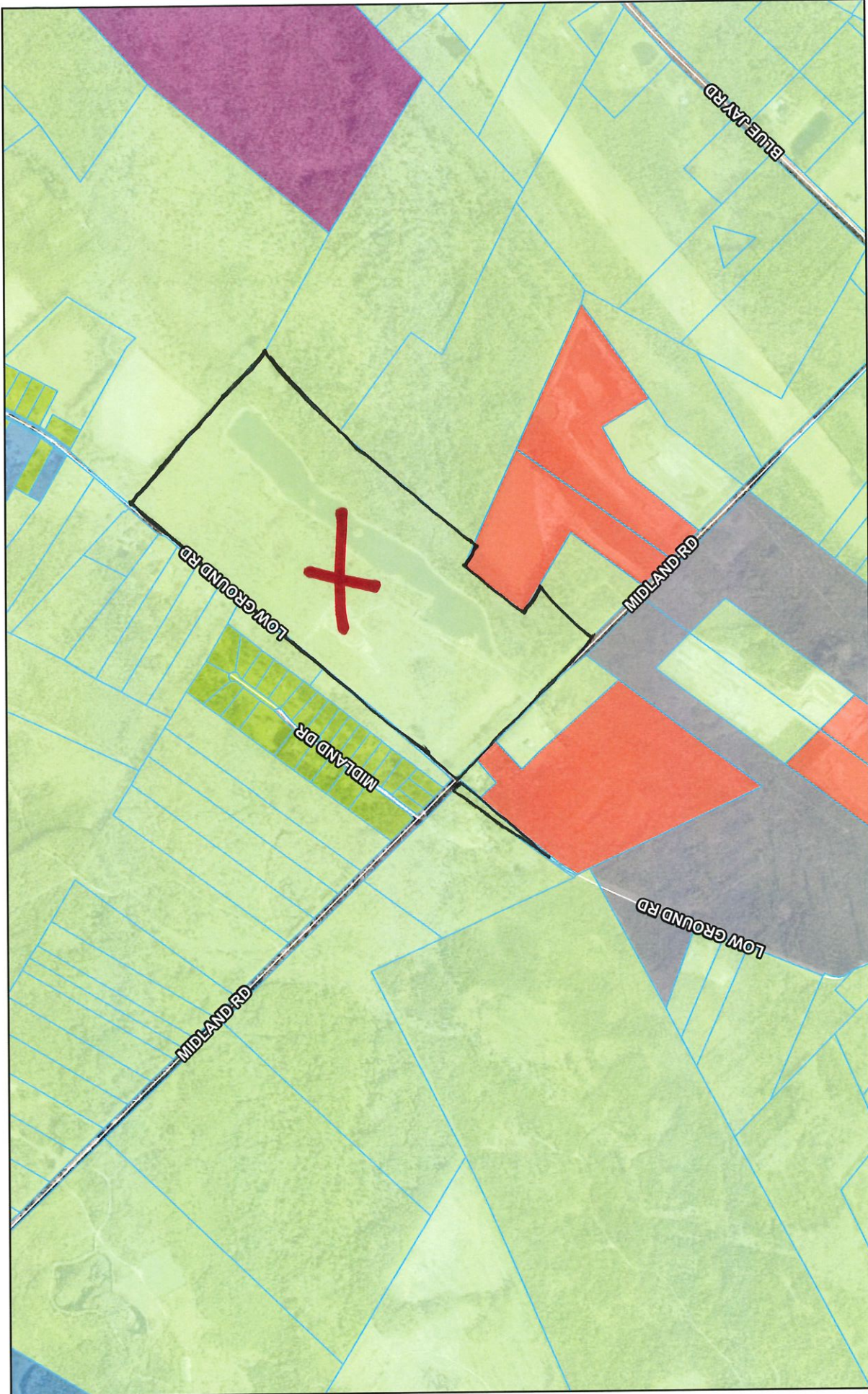
- Tax Parcel Labels
- Tax Parcels
- Wetlands
 - Freshwater Emergent Wetland
 - Freshwater Forested/Shrub Wetland
- Freshwater Pond
 - Riverine
 - FEMA Flood Zone
 - A

957

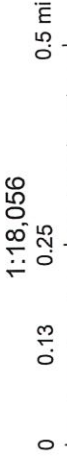
Item XV. 17.

350-18

Item XV. 17.



1:18,056



Effingham County BOC, Esri, HERE, Garmin, INCREMENT P, USGS, METI/
 NASA, EPA, USDA

5/8/2023

Tax Parcel Labels

 R-1	 Other	 Efn_fin_cache
 AR-1	 I-1	 Red: Band_1
 AR-2	 PD	 Green: Band_2

Tax Parcels

 958

9.5

EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X . DISAPPROVAL _____

Of the rezoning request by applicant **Tim Weredyk as Agent for Clayton Morgan – (Map # 350 Parcel # 18)** from AR-1 to PD 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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JKS

9.5

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **Tim Weredyk as Agent for Clayton Morgan – (Map # 350 Parcel # 18)** from AR-1 to PD zoning.

DB

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

The Effingham County Planning Commission recommends:

APPROVAL ✓ DISAPPROVAL _____

Of the rezoning request by applicant **Tim Weredyk as Agent for Clayton Morgan – (Map # 350 Parcel # 18)** from AR-1 to PD 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?

AZ

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 **Tim Weredyk as Agent for Clayton Morgan – (Map # 350 Parcel # 18)** from AR-1 to PD zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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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 *RET*

DISAPPROVAL _____

Of the rezoning request by applicant **Tim Weredyk as Agent for Clayton Morgan – (Map # 350 Parcel # 18)** from AR-1 to PD zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
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- 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?

RET

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **T&D Enterprises** as Agent for **Clayton Morgan** requests to **rezone** 18 of 131.90 acres from **AR-1** to **PD-MR**, to allow for a surface mine. Located at Lowground Road & Midland Road. **(First & Fourth District) [Map# 350 Parcel# 18]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 18 of 131.90 acres from **AR-1** to **PD-MR**, to allow for a surface mine, with conditions.

Executive Summary/Background

- The regulations governing the PD-MR zoning district, for surface mine operations over 10 acres is found in **Part II – Official Code, Appendix C – Zoning Districts, Article V – Uses Permitted in Districts, Section – 5.15.7.9 Mining and reclamation (PD-MR)** in the Effingham County Code of Ordinances.
- The applicant proposes to expand a pre-existing surface mine site by 18 acres.
- Staff has met with the applicant and established the following policies for this project:
 - Access will be via Lowground Road.
 - A traffic impact study will not be required.
 - Hours of operation will be 7:00 AM to 5:00 PM
- At the 6/13/2023 Planning Board meeting, Ryan Thompson made a motion to approve, with the following conditions:
 - Access shall be restricted to Lowground Road.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 18 of 131.90 acres from **AR-1** to **PD-MR**, with the following condition:
1. Access shall be restricted to Lowground Road.
2. **Deny** the request to **rezone** 18 of 131.90 acres from **AR-1** to **PD-MR**.

Recommended Alternative: 1**Other Alternatives: 2****Department Review:** Development Services**FUNDING:** N/A**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
350-18

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
350-18

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, T&D ENTERPRISES AS AGENT FOR CLAYTON MORGAN has filed an application to rezone eighteen (18.0) +/- acres; from AR-1 to PD-MR to allow for a surface mine; map and parcel number 350-18, located in the 1st & 4th commissioner districts, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT eighteen (18.0) +/- acres; map and parcel number 350-18, located in the 1st & 4th commissioner districts is rezoned from AR-1 to PD-MR, with the following condition:

- 1. Access shall be restricted to Lowground 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: Rezoning (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Braly Investment Properties** as Agent for **HT Savannah Properties, LLC** requests to **rezone** 6.08 acres from **R-1** to **B-3**, to allow for business development. Located at 817 East US Highway 80. **[Map# 302 Parcel# 102]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.08 acres from **R-1** to **B-3**, 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 the property to accommodate an office, and fleet parking of 6-7 vehicles for a sanitation business. A 3-4 bay maintenance shop is proposed for development in the future.
- The site will not host retail operations, the future proposed shop will not service vehicles commercially.
- Property access will be restricted to US Highway 80, there will be no access via Dogwood Way.
- B-3 rezoning for a similar project was approved on April 18, 2023 for Map/Parcel# 302-105.
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
 - Access via Dogwood Way is prohibited.
- The motion was seconded by Brad Smith and carried unanimously.

Alternatives

1. Approve the request to **rezone** 6.08 acres from **R-1** to **B-3** with the following conditions:

1. Access via Dogwood Way is prohibited.

2. Deny the request to **rezone** 6.08 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 APPLICATION

Application Date: 4/28/2023

Applicant/Agent: Brady Investment Properties

Applicant Email Address: jbrandonlong@gmail.com

Phone # 912-655-6724

Applicant Mailing Address: PO box 1655

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: HT Savannah Properties, LLC
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): Remax Savannah Sales@gmail.com

Phone # 912-675-2053

Owner's Mailing Address: PO Box 16134

City: Savannah State: GA Zip Code: 31416

Property Location: 817 E. US Hwy 80 Bloomingdale 31302

Proposed Road Access: Hwy 80

Present Zoning of Property: R1 Proposed Zoning: B3

Tax Map-Parcel # 03020102 Total Acres: 6.08 Acres to be Rezoned: 6.08

Lot Characteristics: partly wooded

WATER

Private Well

Public Water System

If public, name of supplier: _____

SEWER

Private Septic System

Public Sewer System

Justification for Rezoning Amendment: _____

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

North _____ South _____ East _____ West _____



1. Describe the current use of the property you wish to rezone.

residential

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

N/A

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

office

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

N/A

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?

N/A

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: J. D. [Signature] Date 4/28/23

Lindsay Freyermuth

From: Kim Coyer <kmcoyer@gmail.com>
Sent: Friday, June 9, 2023 10:59 AM
To: Zoning Information
Subject: EXTERNAL:Rezoning of property 817 East US Highway 80

My name is Kimberly Coyer, and I live at 787 on Highway 80, bordering the above property. I am not trying to fight the rezoning of this property, mainly because the property on the other side of my house was recently rezoned and me and my neighbors lost our fight. The new property owner will be leaving or adding a buffer between our property to aid with the noise and privacy.

I have recently had surgery on my foot, and I don't think I can make it to the meeting on 06/13, but I do have a request. I'd like to ask that some sort of buffer be placed between our property and this one to aid in the sound reduction and view from my property. Right now, there are large bushes and high weeds on the side of the property. Once rezoned the new property owner will probably clean up around the house. I would really appreciate any help you can provide with this request. We have a garden between the two houses, but nothing for sound reduction.

Years ago, when the property across the street from us was rezoned to commercial, we lost our fight but were told there would be a buffer of the trees to remain and not be chopped down across the front of the property to aid with the noise and view. My family has lived here since 1972, and they have recently removed all the trees and the noise level is so bad we can't even hear ourselves talk in our own yard. I also have a special needs sister that I care for at home and the noise level is always a problem with her stress level and anxiety.

I relate the above to demonstrate that we are all too aware of unkept promises and the results of a constant barrage of noise from just one direction. Now we are trying to prevent it from happening on the two additional sides of our property. Our family will appreciate anything you can do to help us with this request.

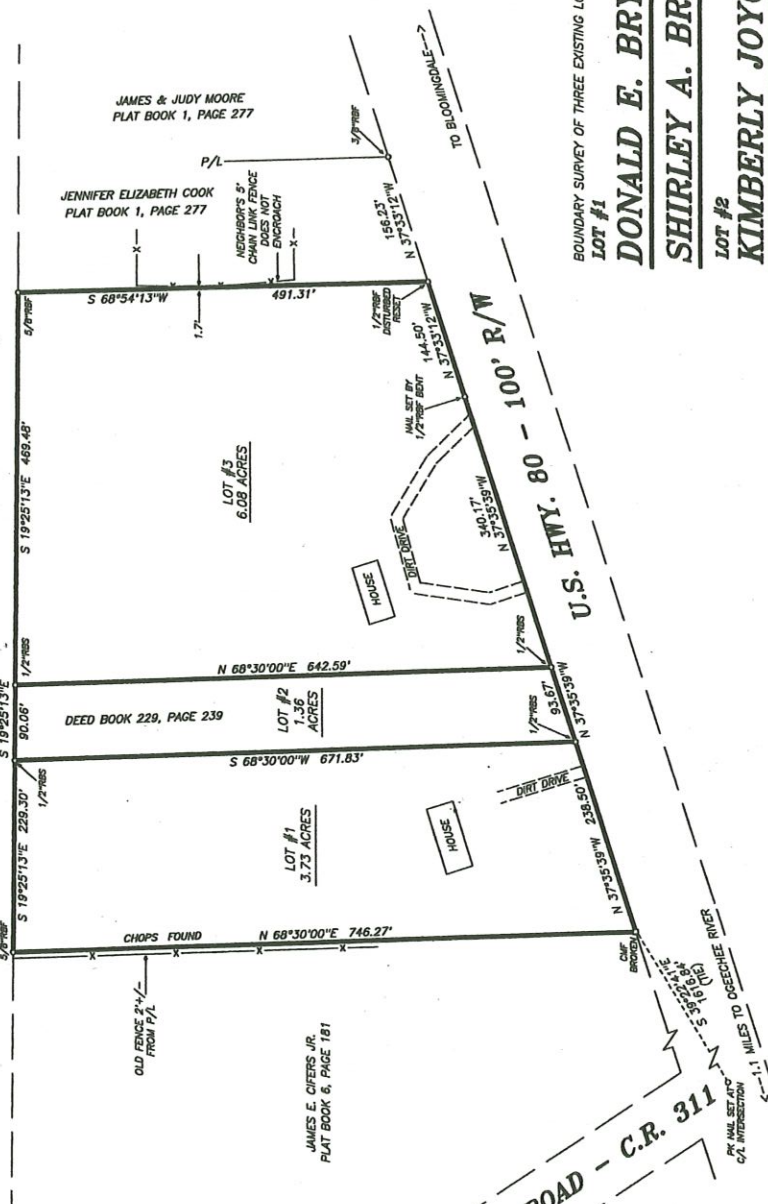
Sincerely,
Kimberly Coyer

**** 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. ****

PLAT BOOK 4
MAGNETIC
PAGE 23

PLAT BOOK 229
PAGE 239
02 AUG 12 AM 9:30
ROBERT D. SMITH JR.
REGISTERED LAND SURVEYOR
CLEAR, EC, GSC.

DOGWOOD WAY - 80' R/W



- LEGEND**
- R/S - REBAR SET
 - R/F - REBAR FOUND
 - I/P - IRON PIPE SET
 - I/F - IRON PIPE FOUND
 - C/S - CONCRETE MARKER SET
 - C/F - CONCRETE MARKER FOUND
 - C/T - CRIMP TOP PIPE FOUND
 - P/L - PROPERTY LINE
 - C/L - CENTER LINE
 - FENCE - X - X

- NOTES:**
1. FIELD E.O.C. - 1" IN 32.667'
 2. ANGULAR ERROR - 01" PER POINT
 3. PLAT E.O.C. 1" IN 247.754' MINIMUM
 4. ADJUSTMENT METHOD - LEAST SQUARES
 5. EQUIPMENT USED : TOPCON GTS-3
- SURVEYOR'S NOTES**
- AERIAL 360, PARCELS 30, 31 & 32
SUBJECT PROPERTY IS ZONED AR-1
ADDITIONAL REFERENCES
PLAT BOOK 4, PAGE 23
DEED BOOK 666, PAGE 73
DEED BOOK "1", PAGE 201

SANDHILL ROAD - C.R. 311

BOUNDARY SURVEY OF THREE EXISTING LOTS FOR:
LOT #1

**DONALD E. BRYANT &
SHIRLEY A. BRYANT**

LOT #2
KIMBERLY JOYCE BRYANT

LOT #3

DONALD E. BRYANT

DOROTHY J. JACKSON &

DANIEL H. BRYANT

LOCATION: 1558TH, G.M.D. EFFINGHAM CO., GA.
EDEN COMMUNITY
SURVEY COMPLETED: DECEMBER 16, 2001
DRAWN: DECEMBER 31, 2001

BY: ROBERT D. SMITH JR. GA. - R.L.S. 2766

SCALE: 1" = 100'

0	100	200	300
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GRAPHIC SCALE - FEET

HEALTH DEPARTMENT APPROVAL
APPROVED BY THE EFFINGHAM COUNTY
DEPARTMENT OF PUBLIC HEALTH DIVISION
OF ENGINEERING AND SANITATION
[Signature] DATE 8/12/02
DIRECTOR

APPROVAL EFFINGHAM COUNTY
APPROVED FOR RECORDING BY
EFFINGHAM COUNTY ZONING
ADMINISTRATOR
[Signature] DATE 8/12/02
ZONING ADMINISTRATOR



ALL DAY LAND SURVEYING
1001 W. 10TH ST.
REGISTERED LAND SURVEYOR
P.O. BOX 468 (150 E. 150TH LEE ST.)
PHONE: (912) 842-0795

010908.PL

817 E US Hwy 80



817 E US Hwy 80



5/3/2023

- Address Points
- Tax Parcel Labels
- Tax Parcels
- Roads
- Commercial
- Conservation/Recreation
- Public/Institutional
- Residential
- Transportation/Utilities
- Undeveloped
- Agriculture

1:9,028



0 0.05 0.1 0.2 0.4 mi
 0 0.1 0.2 0.4 km
 Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METINASA, EPA, USDA

Item XV. 19.

972

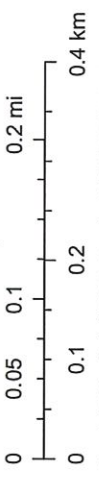
817 E US Hwy 80



5/3/2023

-  Address Points
-  Tax Parcel Labels
-  AR-1
-  R-1
-  R-3
-  AR-2
-  B-1
-  B-2
-  B-3
-  Efn_fin_cache
-  Red: Band_1
-  Green: Band_2
-  Roads

1:9,028



Item XV. 19.

Efingham County BOC, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

973

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 **Braly Investment Properties as Agent for HT Savannah Properties, LLC – (Map # 302 Parcel # 102)** 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 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?

BKS

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 **Braly Investment Properties as Agent for HT Savannah Properties, LLC – (Map # 302 Parcel # 102) from R-1 to B-3 zoning.**

DB

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
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EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

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

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EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Braly Investment Properties as Agent for HT Savannah Properties, LLC – (Map # 302 Parcel # 102)** from **R-1** to **B-3** zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
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EFFINGHAM COUNTY REZONING CHECKLIST

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL REH DISAPPROVAL _____

Of the rezoning request by applicant **Braly Investment Properties as Agent for HT Savannah Properties, LLC – (Map # 302 Parcel # 102)** from R-1 to B-3 zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
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- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

REH

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Braly Investment Properties** as Agent for **HT Savannah Properties, LLC** requests to **rezone** 6.08 acres from **R-1** to **B-3**, to allow for business development. Located at 817 East US Highway 80. **[Map# 302 Parcel# 102]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.08 acres from **R-1** to **B-3**, 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 the property to accommodate an office, and fleet parking of 6-7 vehicles for a sanitation business. A 3-4 bay maintenance shop is proposed for development in the future.
- The site will not host retail operations, the future proposed shop will not service vehicles commercially.
- Property access will be restricted to US Highway 80, there will be no access via Dogwood Way.
- B-3 rezoning for a similar project was approved on April 18, 2023 for Map/Parcel# 302-105.
- At the 6/13/2023 Planning Board meeting, Alan Zipperer made a motion to approve, with the following conditions:
 - Access via Dogwood Way is prohibited.
- The motion was seconded by Brad Smith and carried unanimously.

Alternatives

1. Approve the request to **rezone** 6.08 acres from **R-1** to **B-3** with the following conditions:

1. Access via Dogwood Way is prohibited.

2. Deny the request to **rezone** 6.08 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

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
302-102

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
302-102

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, BRALY INVESTMENT PROPERTIES AS AGENT FOR HT SAVANNAH PROPERTIES, LLC has filed an application to rezone six and eight thousandths (6.08) +/- acres; from R-1 to B-3to allow for to allow for business development; map and parcel number 302-102, located in the 1st commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT six and eight thousandths (6.08) +/- acres; map and parcel number 302-102, located in the 1st commissioner district is rezoned from R-1 to B-3, with the following condition:

- 1. Access via Dogwood Way is prohibited.

This _____ day of _____, 20_____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Dena C. Rodewolt** as Agent for **Land J. Sanders, Inc.** requests to **rezone** 4.33 acres from **R-1** to **B-2**, to allow for business development. Located at 2726 Highway 119 North. **[Map# 294 Parcel# 41]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.33 acres from **R-1** to **B-2**, 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 the property to accommodate an office, for a mobile forklift tire and repair business.
- There will be no retail operations on site.
- City of Guyton has businesses on the opposite side of Highway 119 zoned as equivalent to B-1, this area is identified within Guyton City limits as neighborhood commercial.
- At the June 13, 2023 Planning Board meeting, Brad Smith made a motion for approval.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 4.33 acres from **R-1** to **B-2**.
2. **Deny** the request to **rezone** 4.33 acres from **R-1** to **B-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

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

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 5/1/23

Applicant/Agent: Dena C. Rodewolt - ERA Southeast Coastal Real Estate

Applicant Email Address: Dena.RodewoltRealtor@gmail.com

Phone # 912-667-1113

Applicant Mailing Address: 613 Towne Park West

City: Rincon, State: GA Zip Code: 31326

Property Owner, if different from above: [Signature]
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): JJLYNN815684@gmail.com

Phone # 912-425-3686

Owner's Mailing Address: 7217 GA Hwy. 17 North

City: Newington, State: GA Zip Code: 30446

Property Location: 2726 Hwy. 119 S, Guyton, GA 31312

Proposed Road Access: Hwy. 119

Present Zoning of Property: R-1 Proposed Zoning: B-2

Tax Map-Parcel # 294-41 Total Acres: 4.33 Acres to be Rezoned: 4.33

Lot Characteristics: vacant land

WATER

Private Well

Public Water System

If public, name of supplier: City of Guyton

SEWER

Private Septic System

Public Sewer System

Justification for Rezoning Amendment: use not allowed in R-1

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

North _____ South _____ East _____ West _____

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?

yes

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

Commercial office and fleet parking - forklift tires/repair

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

Residential/commercial

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?

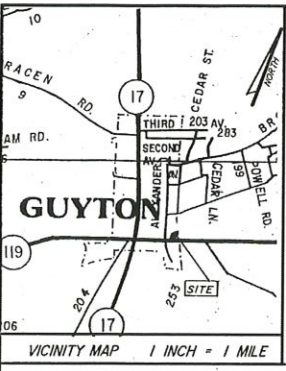
State highway, nearby commercial - low impact to residential neighbors.

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?

Applicant Signature: Hana C. Rolewof Date 5-1-23

Filed for Record *msw*

Book *A365* Page *D1*
Date *10/17/1996*



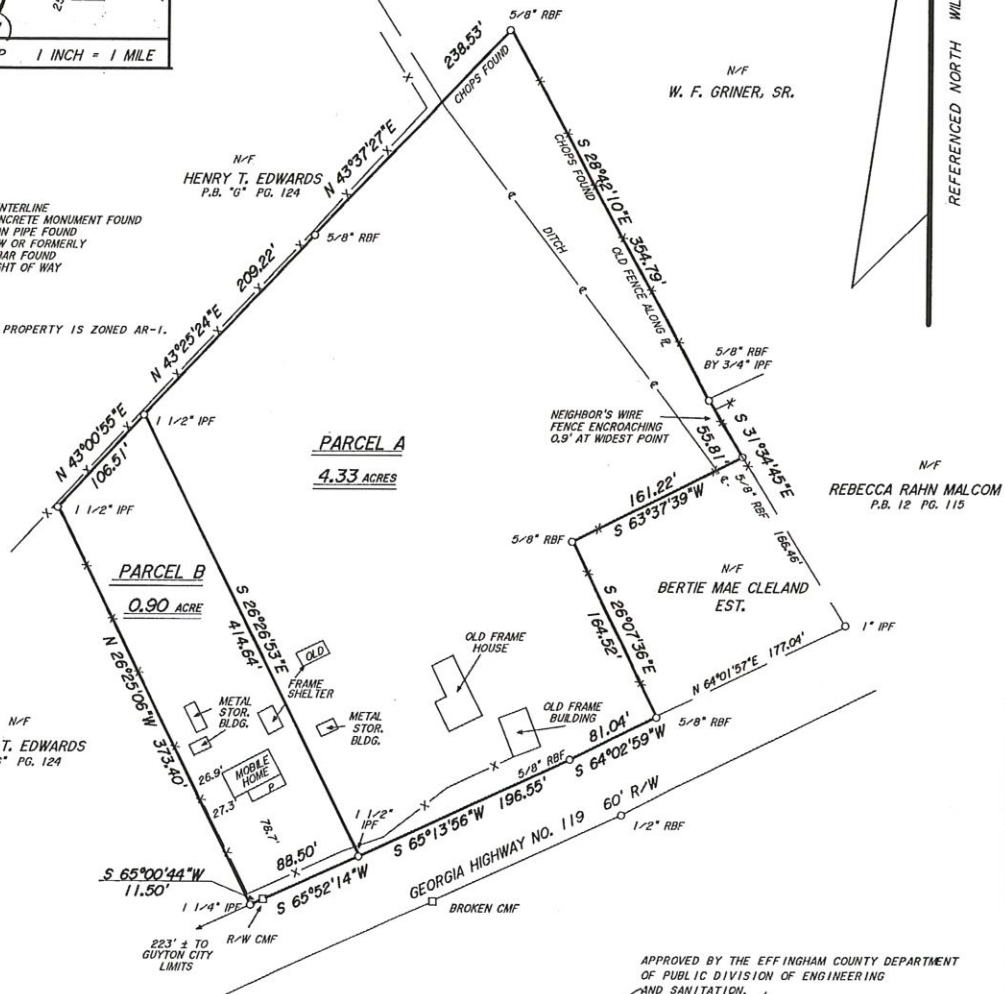
FIELD EOC = 1' IN 91,916'
 ANGULAR ERROR = 02" Δ P.1.
 ADJUSTED BY COMPASS RULE
 PLAT EOC = 1' IN 279,077' 8 89,055'
 EQUIPMENT USED:
 TOPCON GTS-303
 FC-48 DATA COLLECTOR
 MAGNETIC LOCATOR

REFERENCES:
 D.B. 93 PGS. 34 8 35
 D.B. 333 PG. 361
 P.B. 14 PG. 104
 PLAT OF 2.29 ACRES FOR
 CHARLES E. CLELAND BY
 PAUL D. WILDER, GA. R.L.S.
 NO. 1559, DATED MAY 19, 1992.

ACCORDING TO THE F. I. R. M. MAP, COMMUNITY
 PANEL NO. 130076-0125-C (EFFECTIVE DATE
 SEPT. 3, 1992), SUBJECT PROPERTY IS NOT IN AN
 AREA HAVING SPECIAL FLOOD HAZARDS.

LEGEND:
 C CENTERLINE
 CMF CONCRETE MONUMENT FOUND
 IPF IRON PIPE FOUND
 N/F NOW OR FORMERLY
 RBF REBAR FOUND
 R/W RIGHT OF WAY

SUBJECT PROPERTY IS ZONED AR-1.



SURVEYED BY:
 NEVIL LAND SURVEYING, INC.
 519 MILLER ST. EXT.
 STATESBORO, GA. 30458
 PHONE: 912-764-9096
 FAX: 912-764-9492
 MOBILE: 912-682-7551
 MARLIN NEVIL, GA. R.L.S. NO. 2524

APPROVED BY THE EFFINGHAM COUNTY DEPARTMENT
 OF PUBLIC DIVISION OF ENGINEERING
 AND SANITATION.
James H. Wilman 10-17-1996
 DIRECTOR DATE

APPROVED FOR RECORDING BY THE EFFINGHAM
 COUNTY ZONING ADMINISTRATION.
Joseph B. Davis 10/17/96
 ZONING ADMINISTRATOR DATE

SURVEY OF:
 2 PARCELS OF LAND WITH IMPROVEMENTS
 IN THE 10TH G.M. DISTRICT OF
 EFFINGHAM COUNTY, GEORGIA.

SURVEY FOR:
 JACK L. SANDERS, JR.



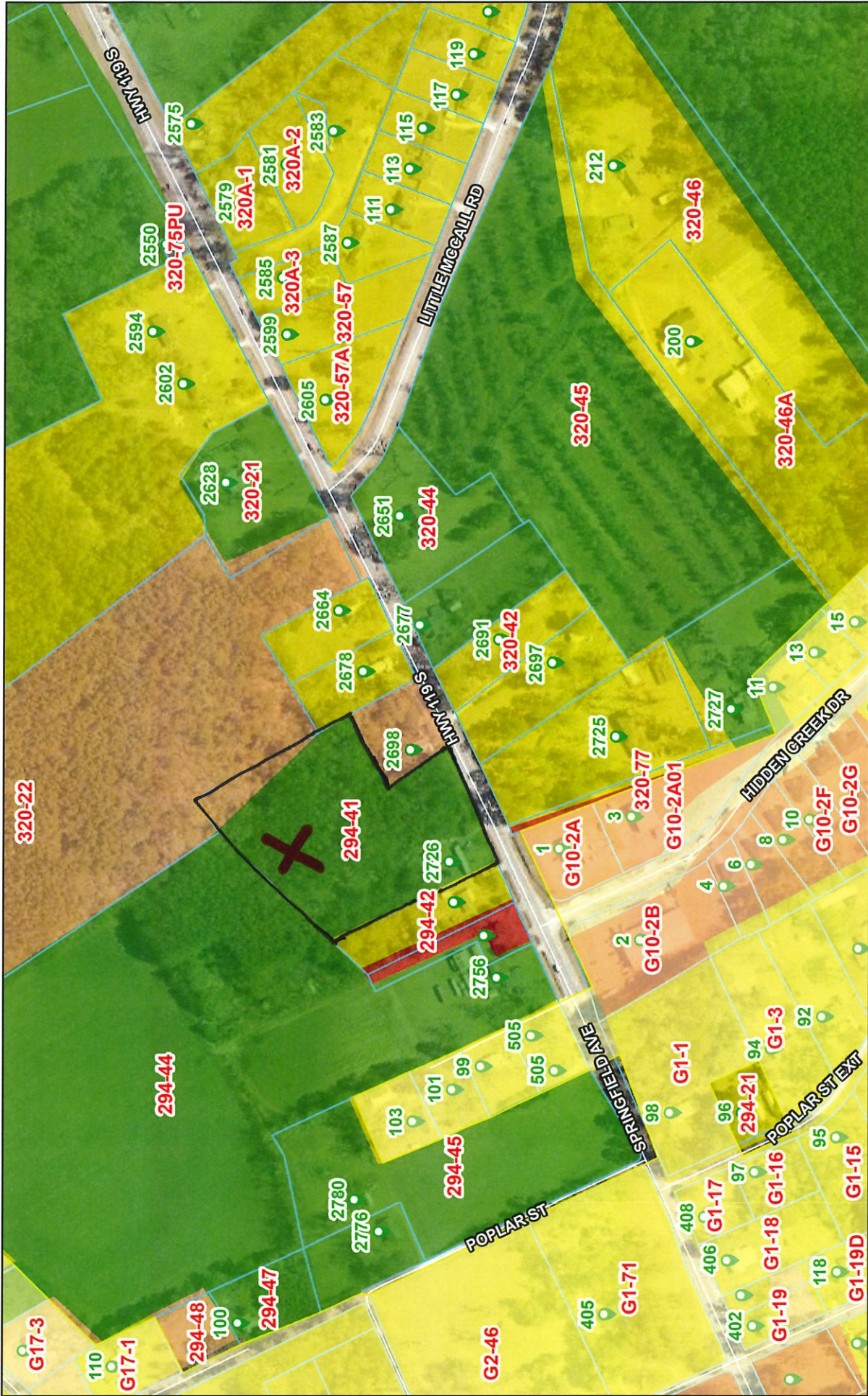
IN MY OPINION, THIS PLAT IS A CORRECT
 REPRESENTATION OF THE LAND PLATTED AND
 HAS BEEN PREPARED IN CONFORMITY WITH
 THE MINIMUM STANDARDS AND REQUIREMENTS
 OF LAW.

DATE: OCTOBER 10, 1996 REVISED 10-17-96 TO SHOW 2 PARCELS
 SCALE: 1" = 100'



F.N. 96101QJ5

2726 Hwy 119 S



5/1/2023

1:4,514

0 0.03 0.05 0.1 0.07 0.13

0 0.05 0.1 0.2 km

Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Eflingham County BOC

Item XV. 21.

- Municipal Boundaries
- Tax Parcels
- Future Land Use - Plan Date 10/1/2019
- Residential
- Agriculture
- Commercial
- Roads
- Transportation/Utilities
- Undeveloped
- Address Points
- Tax Parcel Labels

986

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 **Dena C. Rodewolt as Agent for Land J. Sanders, Inc.**– (Map # 294 Parcel # 41) from R-1 to B-2 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?

BKS

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 **Dena C. Rodewolt as Agent for Land J. Sanders, Inc.**— (Map # 294 Parcel # 41) from R-1 to B-2 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 **Dena C. Rodewolt as Agent for Land J. Sanders, Inc.**— (Map # 294 Parcel # 41) from R-1 to B-2 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?

AZ

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 **Dena C. Rodewolt as Agent for Land J. Sanders, Inc.**– (Map # 294 Parcel # 41) from R-1 to B-2 zoning.

- Yes No? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

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 PEH

DISAPPROVAL _____

Of the rezoning request by applicant **Dena C. Rodewolt as Agent for Land J. Sanders, Inc.– (Map # 294 Parcel # 41)** from R-1 to B-2 zoning.

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

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

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

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

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

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

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

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

PEH

Staff Report

Subject: 2nd Reading – Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **Dena C. Rodewolt** as Agent for **Land J. Sanders, Inc.** requests to **rezone** 4.33 acres from **R-1** to **B-2**, to allow for business development. Located at 2726 Highway 119 North. **[Map# 294 Parcel# 41]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 4.33 acres from **R-1** to **B-2**, 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 the property to accommodate an office, for a mobile forklift tire and repair business.
- There will be no retail operations on site.
- City of Guyton has businesses on the opposite side of Highway 119 zoned as equivalent to B-1, this area is identified within Guyton City limits as neighborhood commercial.
- At the June 13, 2023 Planning Board meeting, Brad Smith made a motion for approval.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 4.33 acres from **R-1** to **B-2**.
2. **Deny** the request to **rezone** 4.33 acres from **R-1** to **B-2**.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services

FUNDING: N/A

Attachments: 1. Zoning Map Amendment

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

294-41

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

294-41

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, DENA C. RODEWOLT AS AGENT FOR LAND J. SANDERS, INC. has filed an application to rezone four and thirty-three thousandths (4.33) +/- acres; from R-1 to B-2 to allow for a business development; map and parcel number 294-41, located in the 3rd commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT four and thirty-three thousandths (4.33) +/- acres; map and parcel number 294-41, located in the 3rd commissioner district is rezoned from R-1 to B-2.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: Rezoning (Fifth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **McBride Properties** requests to **rezone** 5 acres from **R-1** to **B-3** for **business development**. Located on Mill Pond Road. **[Map# 446 Parcel# 7E]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** to **rezone** 5 acres from **R-1** to **B-3** 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 the property to accommodate an office, 5,000 square foot storage building, and fleet parking for an electrician business.
- The property will access Ebenezer Road.
- There will be no retail operations on site.
- At the June 13, 2023 Planning Board meeting, Peter Higgins made a motion for approval.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 5 acres from **R-1** to **B-3** with the following conditions:
 - 1.The property shall not have access via Mill Pond Road.
2. **Deny** the request to **rezone** 5 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 3. Plat 5. Deed
3. Ownership certificate/authorization 4. Aerial photograph

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 4-24-2023

Applicant/Agent: MCBride Properties / Jonathan Chris McBride

Applicant Email Address: Chris@southeastelectricga.com

Phone # 912-663-1317

Applicant Mailing Address: 201 Middle Creek Rd

City: Springfield State: GA Zip Code: 31329

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: Drive to Property is across 275 from 125 Entrepreneur way

Proposed Road Access: GA State Hwy 275 - Mill Pond Rd Rincon, GA 31326

Present Zoning of Property: R-1 Proposed Zoning: B-3

Tax Map-Parcel # 04460007E00 Total Acres: 5 Acres to be Rezoned: 5

Lot Characteristics: _____

WATER

Private Well

Public Water System

If public, name of supplier: _____

SEWER

Private Septic System

Public Sewer System

Justification for Rezoning Amendment: _____

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

North R-1 South R-1 East AR-1 West I3-Industrial

1. Describe the current use of the property you wish to rezone.

No USE

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.

Storage for Equipment and tools.

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

North and South are not used. East is AR-1,
and Mill Pond Rd. is west.

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?

It should not affect any nearby property, we are not manufacturing anything. Storage of our own equipment and tools.

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

4-24-2023

668'

3-0'

Item XV. 23.

60' EASEMENT

30' BUFFER

DRIVEWAY TO HWY 275

GRASS

PARKING

100'

5000 SQ FT. METAL BUILD

50'

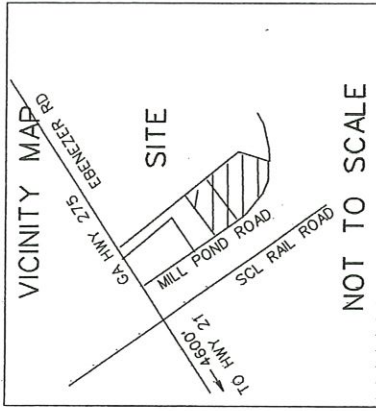
WOODS NOT TO DEVELOP

30' BUFFER

FENCED LOT

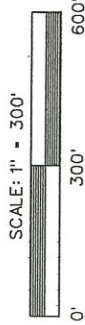


WIDE PROPERTIES SKETCH PLAN | PARCEL # 0446000700 NOT TO SCALE | H-25-2023



NOT TO SCALE

NOTE: SUBJECT PROPERTY IS A
EASEMENT SURVEY INSIDE/THROUGH
MAP & PARCEL 04460007B OF THE
EFFINGHAM CTY TAX ASSESSORS FILE.



SCALE: 1" = 300'

ACCESS EASEMENT SURVEY

SURVEY FOR

MCBRIDE PROPERTIES LLC.

SURVEY TO ESTABLISH A 60'

WIDE ACCESS EASEMENT THROUGH

LED PROPERTIES OF GA, LLC

MAP & PARCEL 04460007B00

LOCATED IN THE 09TH. G.M.D.

EFFINGHAM COUNTY, GEORGIA

SURVEYED 12 OCT 2021

PLAT REVISED 18 NOV 2022

RND4.DGN NOV2022

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE
RATE MAP, EFFINGHAM COUNTY, GEORGIA, REFERRING THE
CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED
3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X". (OUTSIDE
THE 500 YEAR FLOODPLAIN)

04460008
N/F
OMIE E HINELY

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY
ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR

04460009
N/F
OMIE E HINELY

NOTE: THIS IS A SURVEY OF A
PROPOSED ACCESS EASEMENT FOR/TO
THE MCBRIDE PROPERTIES M & PARCEL
04460007E THROUGH THE LED PROPERTIES
OF GEORGIA LLC (M & P 04460007B)

APPROVED BY

LED PROPERTIES OF GA, LLC

OWNER

MCBRIDE PROPERTIES LLC

DATE: *11/21/22*

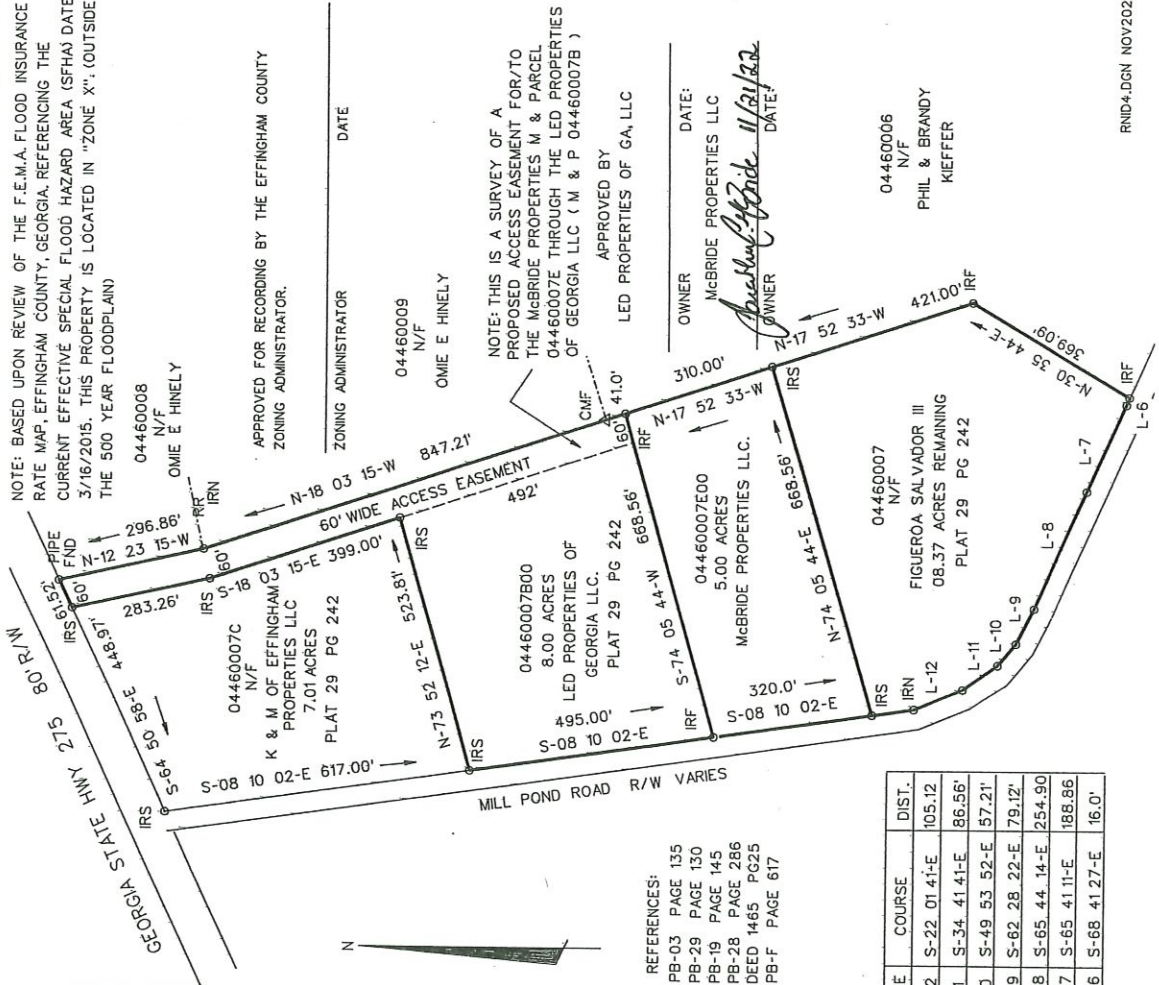
OWNER *Phil & Brandy Kieffer*

04460006

N/F

PHIL & BRANDY

KIEFFER



- REFERENCES:
- PB-03 PAGE 135
 - PB-29 PAGE 130
 - PB-19 PAGE 145
 - PB-28 PAGE 286
 - DEED 1465 PG25
 - PB-F PAGE 617

LINE	COURSE	DIST.
L-12	S-22 01 41-E	105.12
L-11	S-34 41 41-E	86.56'
L-10	S-49 53 52-E	57.21'
L-09	S-62 28 22-E	79.12'
L-08	S-65 44 14-E	254.90
L-07	S-65 41 11-E	188.86
L-06	S-68 41 27-E	16.0'

LEGEND:

- IRF 5/8" REBAR FOUND
- IRS 5/8" REBAR SET
- PL PROPERTY LINE
- CMF CONC MON. FOUND
- N/F NOW OR FORMERLY
- PP POWER POLE
- EQUIP USED TOTAL STATION
- TOPCON 303
- ERROR OF CLOSURE
- 1:24,000 PLAT NOT ADJUSTED

ADOLPH N. MICHELIS & ASSO.
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 829 3972

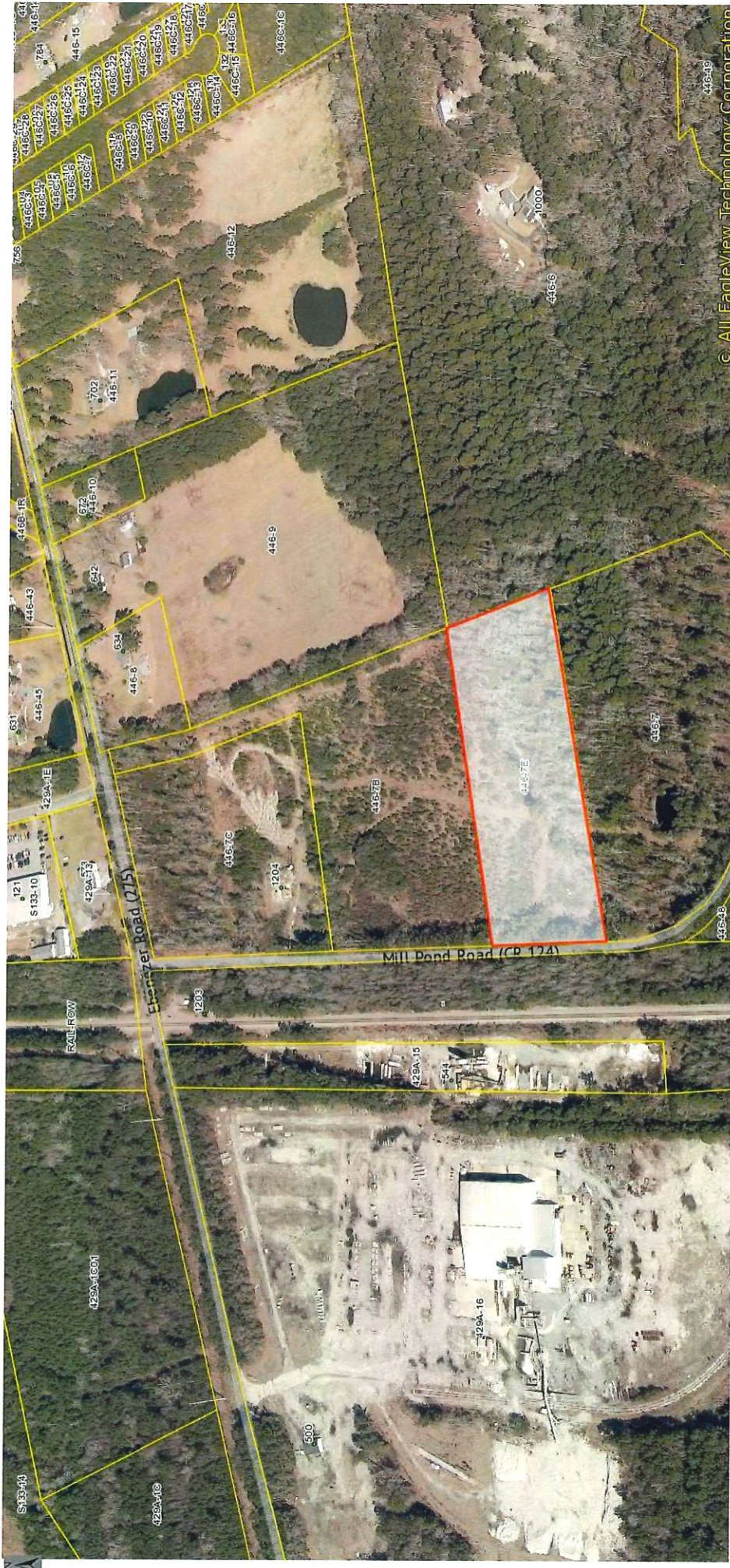
SURVEYORS CERTIFICATION

(1) 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 the State Board of Professional Engineers and Land Surveyors. Such approvals or affirmations should be confirmed with the original surveyor by any purchaser. Further or use of this plat as intended use of any purchaser. Further or use of this plat as intended use of any purchaser. Further or use of this plat as intended use of any purchaser. Further or use of this plat as intended use of any purchaser.



Adolph N. Michelis
DATE: 11-21-22

446-7E



446-7E



5/11/2023

1:9,028

- Municipal Boundaries
- Tax Parcels
- Future Land Use - Plan Date 10/1/2019
- Public/Institutional
- Roads
- Agriculture
- Residential
- Industrial
- Transportation/Utilities
- Address Points
- Tax Parcel Labels

1001

Item XV. 23.

0 0.05 0.1 0.2 0.2 mi
 0 0.1 0.2 0.4 km

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 **McBride Properties, LLC – (Map # 446 Parcel # 7E)** 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?

BKS. 6/13/23.

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Staff Report

Subject: 2nd Reading Zoning Map Amendment
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: July 18, 2023
Item Description: **McBride Properties** requests to **rezone** 5 acres from **R-1** to **B-3** for **business development**. Located on Mill Pond Road. **[Map# 446 Parcel# 7E]**

Summary Recommendation

Staff has reviewed the application, and recommends **approval** to **rezone** 5 acres from **R-1** to **B-3** 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 the property to accommodate an office, 5,000 square foot storage building, and fleet parking for an electrician business.
- The property will access Ebenezer Road.
- There will be no retail operations on site.
- At the June 13, 2023 Planning Board meeting, Peter Higgins made a motion for approval.
- The motion was seconded by Alan Zipperer and carried unanimously.

Alternatives

1. **Approve** the request to **rezone** 5 acres from **R-1** to **B-3** with the following conditions:
 - 1.The property shall not have access via Mill Pond Road.
2. **Deny** the request to **rezone** 5 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

**STATE OF GEORGIA
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
446-7E

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.
446-7E

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, MCBRIDE PROPERTIES has filed an application to rezone five (5.0) +/- acres; from R-1 to B-3 to allow for a business development; map and parcel number 446-7E, located in the 5th commissioner district, and

WHEREAS, a public hearing was held on July 18, 2023 and notice of said hearing having been published in the Effingham County Herald on June 21, 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 May 17, 2023; and

IT IS HEREBY ORDAINED THAT five (5.0) +/- acres; map and parcel number 446-7E, located in the 5th commissioner district is rezoned from R-1 to B-3.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

STEPHANIE JOHNSON
COUNTY CLERK